



August 11, 2025
City Council Meeting

Mayor David Moore
Mayor Pro-Tem Lauren Shoemaker
Councilman Ivory Craig
Councilwoman Phyllis Harris
Councilman Bryan Hough
Councilman Jeff Meadows
Councilman Kenneth Reeves
Marie M. Anders, City Attorney
Jonathan Blanton, City Manager



City of Mount Holly City Council Regular Meeting

August 11, 2025 | 7:00 PM
Municipal Complex - Council Chambers
400 East Central Avenue
Mount Holly, NC 28120

CALL TO ORDER

INVOCATION:

PLEDGE OF ALLEGIANCE:

SET THE AGENDA

CONSENT AGENDA

1. Approval of Budget Amendments:
 - * Parking Lot Paving (Traust)* South Gateway Road Phase 2 Bridge Design.
 - * Main Street Repaving project
 - * Sewer Line Replacement Hawthorne St./Central Ave.
 - * 500 E. Central Avenue Facade Replacement
2. Approval of Release of One Lien for Nuisance Abatement
306 Cavin Avenue - Parcel ID# 123131
3. Call for a Public Hearing to Update Chapter 6: Table of Permitted and Special Uses, and to Chapter 7: Notes to the Table: Note 3 to the City's Zoning Ordinance to Update Regulations Regarding Home Occupations. Case # TA-25-7.
4. Reappointment of Gary Neely to the ABC Board
5. Approval to Award Contract to LCS Site Development, LLC
6. Approval to Award Contract to Fairwood Construction
7. Approval to Award Riverfront Pump Station Rehabilitation Contract to Harper Environmental Systems
8. Approval to Award the Riverfront Gravity Sewer Relocation Contract to NEP Contracting
9. Approval of Interlocal Water Sales Agreement with the Town of Stanley
10. Approval of Parks & Recreation Volunteer and Coaching Screening Policy
11. Police Department X26 Taser Surplus
12. Approval of Minutes - City Council Meeting July 14, 2025

PRESENTATIONS

1. Community Relief Organizations' Taste of the Town Event

Dave Vanek with the Community Relief Organization



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PUBLIC HEARING

1. Public Hearing to Consider Rezoning Parcel #s 123804 & 123794 from RD, Residential Downtown to B-1, Central Business, as Submitted by First Presbyterian Church. Case #R-25-3.

Brandon Livingston
2. Public Hearing to Consider an Update to Sections 159.059 & 153.082-C of the Subdivision & Land Development Ordinance to Make Regulations Regarding Street Lights Clearer. Case # TA-25-8.

Brandon Livingston

PUBLIC COMMENT – Three (3) Minute Limit

OLD BUSINESS

1. Discussion of proposed development agreement and sales contract and call for a public hearing to consider the conveyance of 131 South Main Street for redevelopment pursuant to NCGS 158-7.1.

Marie Anders

NEW BUSINESS

1. City Manager Report

Jonathan Blanton

CLOSED SESSION

1. Closed Session Pursuant to N.C.G.S 143-318.11(a) (3 and 5)

ADJOURN



Regular Meeting Agenda Action Form

Meeting Date

August 11, 2025

From

Steven Haynie, Site Inspector
Public Works

CONSENT AGENDA Item # 1

Approval of Budget Amendments:

- * Parking Lot Paving (Traust)* South Gateway Road Phase 2 Bridge Design.
- * Main Street Repaving project
- * Sewer Line Replacement Hawthorne St./Central Ave.
- * 500 E. Central Avenue Facade Replacement

Will this require a public hearing?

No

Background/Purpose of Request

1. The Parking Lot Paving was initially approved at the April 28, 2025, Council meeting (FY 24/25). The project is scheduled for completion in July 2025 (FY 25/26).
2. South Gateway Road Phase 2 Bridge Design, closing in on completed Construction Plans and obtaining all permits and encroachments needed for this phase of the project.
3. Main Street Paving Project. This project was approved and began in (FY 24/25) and is scheduled to be completed in late July (FY 25/26).
4. The Sewer Line Replacement, Hawthorne St/Central Project was approved in (FY 24/25) and is scheduled to be completed in (FY 25/26).
5. 500 E. Central Avenue Facade replacement - emergency repairs needed to ensure the safety and well-being of the tenants and citizens.

Fiscal Impact

Will Item affect current budget? Yes

Reviewed by Finance Director? Yes

Preaudit Certification Required? No

Capital Project Ordinance
Required?

Budget Transfer Required?

Total City Dollars: \$1,913,327.00

Budget Code:

Reviewed by City Attorney? No

Manager/Staff Recommendation

Staff recommends approval of funds to ensure projects are completed.

Attachments

1. Budget Amendment Form
2. 500 E. Central Ave. Facade Replacement
3. South Gateway Road Bridge Design Phase 2
4. Hawthorne Street Sewer Replacement
5. Main Street Repaving Project - Traust Parking Lot



CITY OF MOUNT HOLLY
FY 25-26 Budget Amendment

Account Number	Description	Account Debit
62-91-3991-000	Fund Balance Appropriation	
62-91-8000-550	Capital- Sewer Replacement	\$718,000.00
10-00-8000-550	Capital - South Gateway Phase 2	\$59,238.00
10-00-8000-550	Capital - Traust Parking Lot	\$248,420.00
10-00-8000-550	Capital - Façade	\$189,576.00
10-00-3991-000	Fund Balance Appropriation	
27-20-4510-591	Construction	698,093.00
27-20-3991-000	Fund Balance Appropriation	
TOTAL		\$1,913,327.00

Date Submitted: 11-Aug-25

Finance Officer:

City Manager:

Department Comments:

Amendment to appropriate fund balance for several projects



500 E Central Ave. Façade Renovation

Project Administrator: Elizabeth Bell
Phone Number: 980-951-0074 ext. 1003
Direct Inquiries To: elizabeth.bell@mtholly.us

STANDARD PROVISIONS

Project name: 500 E Central Ave. Façade Renovation

SCOPE OF WORK:

This project will include the demo and removal of the pebble finish stucco and brick veneer to the structure. Install a new exterior sheathing with a vapor barrier. Sawcut and remove the asphalt 2 feet out from the wall for a new footing. Excavate for a new footing, epoxy dowel rebar into the existing footing and place a new 18-inch-wide X 1-foot-deep new footing along the perimeter. Lay a new brick veneer tied to the existing wall (brick selection required). Provide a new parapet wall coping (color selection required). Install one new awning at entry Approx. 8 feet wide X 6 foot deep. Install new asphalt paving roughly 6 feet out from the building along the work area. Modify sewer cleanout as needed to facilitate new work. Design fees are included.

AWARDING OF CONTRACT

The City will award the contract conditioned upon funds being available and other governmental approvals as may be required. Consideration will be given only to proposals from Contractors who are experienced in the class of work proposed and who can refer to projects of similar magnitude and character that have been completed by them. The City also reserves the right to reject any and all proposals and to waive informalities and technicalities as it may deem to be in its best interest.

CARE OF WORK

The Contractor shall furnish and erect, at no additional cost to the City, whatever sidewalks, bridges, culverts, or other works as may be necessary for the protection of the public, including, but not limited to, barricades, fences, etc. and for the safe and proper execution of other public utility lines so as not to interfere therewith or damage or cause damage thereto. The Contractor shall be responsible for all subcontractors and damages to persons or property that occur as a result of his fault, omission, or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed hereunder until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City.

CHANGES

The City of Mount Holly City Manager may unilaterally change the work, materials and services to be performed, in accordance with City law, rule, or regulation. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the Contractor is entitled to receive. Any claim about an adjustment in time or money due to a change must be given in writing to the Project Manager, within thirty (30) days from the date that the Project Manager issued the change, or the claim is waived. The Contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

CITY OF MOUNT HOLLY DRUG-FREE WORKPLACE POLICY

The City is a drug-free workplace employer.

In order to be eligible to submit a bid or proposal for a City construction or service contract, a prospective contractor must certify that it will, if awarded the contract, provide a drug-free workplace during the performance of the contract. This requirement is met by:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken for violations of such prohibition;
- (2) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace, (2) the Contractor's policy of maintaining a drug-free workplace, (3) any available drug counseling, rehabilitation, and employee assistance program, and (4) the penalties that may be imposed upon employees for drug abuse violations;
- (3) Notifying each employee that as a condition of employment, the employee will (1) abide by the terms of the prohibition outlined in (1) above and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

- (4) Notifying the City within ten (10) calendar days after receiving from an employee a notice of a criminal drug statute conviction or otherwise receiving actual notice of such conviction;
- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of drug crime;
- (6) Making a good faith effort to continue to maintain a drug-free workplace for employees; and
- (7) Requiring any party to which it subcontracts any portion of the work under the contract to comply with the provisions of (1) through (6).

The Contractor certifies that it will comply with the City's drug-free workplace requirement. A false certification or the failure to comply with the above drug-free workplace requirements during the performance of a contract shall be grounds for suspension, termination or debarment.

CONTRACT ADMINISTRATION

- A. The project manager, subject to paragraph B below, is the City representative. The project manager is authorized to:
- (1) serve as liaison between the City and Contractor;
 - (2) give direction to the Contractor to ensure satisfactory and complete performance;
 - (3) monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
 - (4) serve as records custodian for this contract;
 - (5) accept or reject the Contractor's performance;
 - (6) furnish timely written notice of the Contractor's performance failures to the Assistant City Manager, as appropriate;
 - (7) prepare required reports;
 - (8) approve or reject invoices for payment;
 - (9) recommend contract modifications or terminations to the City; and
 - (10) issue Notice to Proceed.

B. The project manager is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, effect a procurement, interpret ambiguities in contract language, or waive the City's contractual rights.

CONTINGENCY ALLOWANCE

A contingency allowance is included as a line item in the itemized proposal to the subtotal. The contingency may only be used by the contractor upon written instructions from the Project Manager. Any portion of the contingency remaining at the end of the contract will revert to the city. The City reserves the right to change the contingency amount prior to award.

Any amount of the contingency allowance that is requested must be executed by written change order, with the appropriate authorized signature(s). No claim for an addition to the contract sum or time extension shall be valid unless so ordered prior to the work actually being performed.

CONTRACTOR'S LICENSE FOR CONSTRUCTION CONTRACTS: The Contractor shall provide his/her relevant North Carolina License Number.

COST & PRICING DATA

The Contractor guarantees that any cost and/or pricing data provided to the City will be accurate and complete. The Contractor grants the City access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the Contractor's proposed price(s). The Contractor also agrees that the price to the City, including profit or fee, may, at the option of the City, be reduced to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the Contractor.

DEFINITION OF TERMS

Whenever the following terms are used in the Standard Specifications, in any of the Contract Documents, or in the plans, the intended meaning of such terms shall be as follows:

1. "State" or "Department" shall be replaced by the words "City of Mount Holly"
2. "Engineer" or "Resident Engineer" shall be replaced by the words "City Engineer or his duly authorized representative"
3. "Project Manager" shall be the person appointed by the "City" who is responsible for ensuring that the project is completed in accordance with the City's procedures
4. "Sampling and Testing by Department" shall be replaced by the words "Sampling and Testing by City or its approved testing agency"
5. "Inspection by Department" shall be replaced by the words "Inspection by the City or its duly authorized representative"
6. "City Standard" shall refer to the latest edition of "the City of Mount Holly Land Development Standards"
7. "City Water Main Standard" and "City Sanitary Sewer Standard" shall refer to the latest edition of "City of Mount Holly Land Development Standards"

DOCUMENTS, MATERIALS AND DATA

All documents, materials or data developed as a result of this contract is the City's property, unless specifically provided for in the contract. The City has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The Contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The Contractor shall keep confidential all documents, materials, and data prepared or developed by the Contractor or supplied by the City.

DURATION OF OBLIGATION

The Contractor agrees that all of Contractor's obligations and warranties which, directly or indirectly, are intended by their nature or by implication to survive performance of the contract shall so survive the completion of performance, termination for cause, or the termination for convenience of the contract.

ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in the contract, including any terms, conditions, documents or exhibits thereto, and these General Conditions. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the City to enter into the contract.

EXECUTION OF CONTRACT

As soon as possible following the bid-opening and receipt of the properly executed contract, the City will complete the execution of the contract, by collecting any performance/ payment bonds, if necessary, retain the original contract, and return two copies of the fully executed contract, including plans and specifications, to the Contractor. Additional sets may be obtained at the cost of printing.

- Please note: Performance/ Payment bonds are only required for a construction or repair project, with a contract costing over \$50,000, where the total of all contracts for the project exceeds \$300,000.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its agents and employees, from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages,

compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

INDEPENDENT CONTRACTOR

The Contractor is an independent contractor. The Contractor and the Contractor's employees or agents are not agents of the City. Neither these General Conditions nor the contract are intended to create, nor do they create any partnership, joint venture, agency or other relationship between the City and the Contractor.

INFRINGEMENT

Contractor represents and warrants that there is no copyright or patent infringement with respect to any goods or materials furnished pursuant to the contract. The Contractor shall indemnify and hold harmless the City with respect to costs, expenses, damages, and liability arising from or on account of any claim for infringement.

INSPECTIONS

The City has the right to monitor, inspect and evaluate or test all supplies, goods, or services called for by the contract at all reasonable places (including the Contractor's place of business) and times (including the period of preparation or manufacture).

INSURANCE REQUIREMENTS

Contractor's Liability and Other Insurance: The Contractor shall purchase and maintain with a company acceptable to the City and authorized to do business in the State of North Carolina, such insurance as will protect him from claims under workers' compensation laws, disability benefit laws or other similar employee benefit laws; from claims of damages because of bodily injury, occupational sickness or disease, or death of his employees; from claims for damages because of bodily injury and personal injury; and from claims for damage and destruction of tangible property, including loss of use resulting therefrom – any or all of which may arise out of or result from the Contractor's operations under the Contract Documents, whether such operations be by himself or any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.

The insurance shall be written for not less than the limits of liability specified below.

Automobile: Bodily injury and property liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit – bodily injury and property damage combined.

Commercial General Liability: Bodily injury and property damage liability as shall protect the Contractor and any subcontractor performing work under this Contract from claims of bodily injury or property damage which arise from operations of this Contracts, whether such operations are performed by the Contractor, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this Contract and broad form property damage, explosion, collapse and underground property damage (XC&U). The coverage shall be on an occurrence basis.

Workers' Compensation and Employers' Liability: Shall meet the statutory requirement of the State of North Carolina, in an amount of \$100,000 each accident and disease – each employee and \$500,000 disease policy limit providing coverage for employees and owners.

The City shall be named as an additional insured under the commercial liability insurance for operations or services rendered under this Contract.

At the time of execution of the Contract, the Contractor shall provide the City with insurance certificates certifying that the foregoing insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be cancelled, allowed to expire, or be materially changed without giving the City thirty (30) days advance written notice by registered mail.

The Contractor is advised that if any part of the work under this Contract is sublet, he shall require the subcontractor(s) to carry insurance as required above. However, this will in no way relieve the Contractor from providing full insurance coverage on all phases of the Project, including any that is sublet.

When certain work is performed inside rights-of-way owned by railroads, North Carolina Department of Transportation or other agencies, both the Contractor and any subcontractors may be required to furnish individual insurance certificates made in favor by the controlling agency, with limits established by that agency.

DAMAGE CLAIMS

The contractor shall be responsible for handling all claims made for damages by private citizens in an expeditious manner.

LIQUIDATED DAMAGES

If the contractor fails to perform the work in the manner specified by the contract, the City may, at its option, assess the contractor for each day that the work is not performed. Before assessing liquidated damages, the City will notify the contractor of the problem and allow the contractor twenty-four (24) hours to take corrective action. The assessment will be equal to the cost the City incurred to take the necessary corrective action, or five hundred dollars (\$500.00), whichever is greater. The total assessment will not exceed the amount of the annual contract. If, after further written notice, the contractor fails to take corrective action, the City may terminate the contract and enter into an agreement with another contractor, or may perform the work itself.

NOTICE TO PROCEED

A Notice to Proceed will be issued to the Contractor upon receipt of a fully executed contract, insurance certificates and any other documentation required by the City. Mobilization must commence within thirty (30) calendar days of the issuance of the Notice to proceed unless another date was determined by the City.

PERIODIC PAYMENTS

The City will make periodic payments based on the work progress estimates prepared by the Project Manager and/or City Engineer and the payment request submitted by the Contractor on a monthly schedule established by the Engineer. Payment will be made within thirty (30) calendar days after receipt of a correct payment request.

The contractor shall submit progress invoicing on forms acceptable to the City and retainage as per North Carolina General Statutes of each monthly invoice to be released upon the acceptance of the improvements by the City.

Payment requests and tax statements shall be submitted on the forms provided by the City (see Tax Statement Submittal section of this contract).

The Contractor shall have a copy of his current payment request on the job site and it may be viewed by subcontractors upon request.

The contractor shall submit invoices on forms acceptable to the City and to the following:

Elizabeth Bell
City of Mount Holly
P.O. Box 406
400 East Central Ave
Mount Holly, NC 28120

PERSONNEL

The contractor's personnel shall, at all times, present a neat appearance, shall wear clothing identifying the company, and have the correct personal protection equipment as required by the City of Mount Holly and OSHA, all work shall be performed and all complaints handled with due regard to the City public relations. The contractor shall utilize competent employees in performing the work specified in this Agreement. At the request of the City, the contractor will replace any incompetent, unfaithful, abusive or disorderly person in his or her employ. The contractor is required and hereby agrees by accepting this contract, to pay all employees not less than the Federal Minimum Wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act as amended and changed from time to time. The contractor shall provide a statement that its firm is an Equal Opportunity Employer. Contractor agrees that all employees will be properly documented regarding their work statuses and will provide such documentation to the City upon request.

PRE-CONSTRUCTION CONFERENCE

A Pre-Construction Conference will be scheduled as soon as practical after the Notice of Award. The Contractor shall attend the conference along with the prospective job superintendent, any anticipated major subcontractors and major material suppliers. A proposed progress schedule in a form satisfactory to the Project Manager and/or City Engineer and a statement of the anticipated monthly progress payments showing the percent of progress each month shall be submitted. The City reserves the right to record.

The Contractor shall also provide at least two (2) local telephone numbers that may be used to contact the Contractor or his authorized representative in the event of an emergency after normal business hours. Upon receipt of the required documentation, a Notice to Proceed will be issued by the Project Manager and/or City Engineer.

PROJECT CLOSEOUT DOCUMENTS

The Contract shall provide the following documents with the final pay request:

1. Contractor's Affidavit Release and Waiver of Claim
2. Contractor's Affidavit of Payment of Debts and Claims
3. State/County Sales/Use Tax Statement
4. Contractor's red-lined construction drawings (If Applicable)
5. As-built drawings (If Applicable)
6. Warrantee Information and Operations Manuals (if applicable)

No final payment will be authorized until these documents have been properly completed and submitted by the Contractor.

STANDARD SPECIFICATIONS

The 2024 edition of the North Carolina Department of Transportation, Standard Specifications for Roads and Structures, including all revisions, hereinafter referred to as the "Standard Specifications" shall apply to all portions of the project unless otherwise specified herein or in the current edition of the City's Land Development Code. (If Applicable)

SUBCONTRACTING

The City reserves the right to approve or waive any subcontractors in the performance of this contract. If the awarded contractor needs to supplement any efforts with another contractor, the City must receive this request in writing prior to any work commencing by a subcontractor. The City will in turn approve or deny this request, in writing.

TERMINATION BY THE CITY FOR CAUSE

1. The City may terminate the Contract if the Contractor:
 - Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
 - Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or,
 - Otherwise, is guilty of substantial breach of a provision of the Contract Documents.
2. When any of the above reasons exist, the City, upon certification by the City Manager that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety, if any, seven days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
 - Take possession of the site and all materials located therein;
 - Accept assignment of subcontractors; and,
 - Finish the work by whatever reasonable method the City may deem expedient. Upon request of the Contractor, the City shall furnish the Contractor a detailed accounting of the costs incurred by the Owner in finishing the work.
3. When the City terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment until the work is finished.

The City Manager shall have authority to terminate the Contract without additional authorization by City Council.

4. If the unpaid balance of the Contract Sum exceeds the actual costs of finishing the work, including compensation for additional services and expenses made necessary thereby, and other damages incurred by the City and not expressly waived, then such remaining balance shall be applied to payment of any additional amount owed to contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the City. The amount paid to the Contractor or the City, as the case may be, shall be certified by the City Manager, upon application, and this obligation for payment shall survive the termination of the Contract.

TERMINATION BY THE CITY FOR CONVENIENCE;

1. The City may, at any time, terminate the Contract for the City's convenience and without cause. Upon written notice from the City of such termination for the City's convenience, the Contractor shall:
Cease operations as directed by the City in the notice,
Take actions necessary, or that the City may direct, for the protection and preservation of the work; and,
Except for the work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
2. The City Manager shall have authority to terminate the Contract without additional authorization by City Council.
3. In case of such termination for the City's convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit for the completed work.

TIME

Time is of the essence in the performance by Contractor of the contract and of all ancillary matters arising there from.

WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, and issuance of any required notice to proceed.

PROJECT SPECIAL PROVISIONS**CONTRACT PERIOD**

The Contract period will begin upon the issuance of the Notice to Proceed, and will extend for 3 months, unless another date is determined by the City.

ACCIDENT PREVENTION

The contractor shall exercise precaution at all times for the protection of persons and property. Safety provisions of all applicable laws, ordinances and OSHA standards shall be strictly observed.

ANTICIPATED WORK SCHEDULE

The Contractor shall provide a project schedule upon request by the City's Project Manager and provide weekly schedules until the completion of the project.

DEBRIS DISPOSAL

Contractor shall submit to the City of Mount Holly wholly completed dump receipts and required asbestos disposal manifests. Failure to do so will not constitute a complete demolition and demolition job will not be eligible for submission of pay requests. Each bidder shall provide with their bid the location where the debris from this demolition will be dumped.

EROSION CONTROL AND SEDIMENT CONTROL

The Contractor shall provide all materials, labor, equipment and all other incidentals to provide proper Erosion and Sediment Control.

The Contractor shall take special precautions to avoid tracking or spilling dirt and debris onto the adjacent roadways, sidewalks and other private or public areas. The Contractor shall remove, clean and/or sweep all debris material in and around the project site at the end of each work day to the satisfaction of the City, and properly dispose of the material.

Manhole protection, inlet protection and silt fencing may be necessary at times during some project operations.

FILL MATERIAL

Openings, holes and voids shall be filled up to the surrounding ground level with suitable fill material. Contractor shall provide documentation from each source of fill verifying the fill to be free of contaminants. Contractor to ensure fill materials are free of rocks or lumps larger than 6 inches in greatest dimension. Pulverized building materials shall not be used as fill material. The entire parcel shall be left in a level, neat, safe and sanitary condition.

FINAL GRADE

Upon the completion of the demolition and removal operations, the final grade of the whole properties must consist of a smooth grade consistent with the grades of the surrounding properties. The Contractor shall complete final grading in such a way to ensure the site has proper drainage, there is no ponding of water, and that run off does not cause damage to adjacent properties.

HOURS OF OPERATION

Limit hours of operation to Monday through Friday during the hours of 7:00 AM to 6:00 PM. Special hours of operation outside the normal hours must be approved by the City's Project Manager.

LICENSES

Proof of State of North Carolina General Contractors License and any other licenses or certifications specific to project.

MISCELLANEOUS ITEMS ONSITE OR ADJACENT

All signs, flagpoles, foundations, patios, fences, garages, junk vehicles, sheds, and rubbish within the property shall be completely removed.

OBSTRUCTION OF STREETS AND RIGHT-OF-WAYS

The contractor will arrange to keep sidewalks open for traffic whenever possible and will block portions of streets only when deemed necessary to protect personnel or property. Warning signs and barricades shall be furnished and erected by the

contractor when warranted. It is the contractor's responsibility to remove all surplus material and debris from streets as work progresses in order that the public will have adequate use of the affected streets.

PERMITS AND NOTICES

Contractor will comply with all laws and regulations of any public authority having jurisdiction over the work. The Contractor will also, at his own expense, and in his own name, obtain all permits, certificates, and licenses required by the City; shall carry on all work under this contract in strict conformity therewith, and shall save and keep harmless the City of Mount Holly from any expense incurred thereby. A copy of the demolition permit will be required with the submittal of invoices.

PROTECTION OF PERSONS AND PROPERTY

The Contractor shall assume and bear all risk of damage to the work, and all risk of any accident, or accidents, from whatsoever cause arising, until the work herein provided for shall be fully completed and accepted by the City.

QUALITY CONTROL

Contractor shall provide competent, suitable qualified personnel to survey, layout and construct the work as required by the Contract documents.

Contractor shall at all times maintain good discipline and order at the site.

All work shall be performed during regular working hours and shall not work on Saturday, Sunday or any legal holiday without the Owner's written consent given after prior written notice to Owner.

REMOVAL OF MATERIAL

The Contractor shall remove all rubbish and waste resulting from the demolition work. The Contractor shall use an approved dumpsite for depositing of all inert materials.

SALVAGE VALUE

The salvage value of the materials obtained from the demolition of the building shall be reflected in the lump sum price bid for Building Removal as herein specified.

SEEDING

Reseed or plant anew any grass plot or plots disturbed with a seed mix of 70% tall fescue, 20% perennial rye grass and 10% Kentucky Blue Grass applied at a rate of 100 pounds per acre. Straw shall also be applied to disturbed areas.

SIDEWALKS, DRIVEWAYS, CURBS AND PAVED AREAS

All public sidewalks and curbs shall remain undisturbed. All paved bituminous surfaces and concrete slabs within the demolition site but outside of the building footprints shall be completely removed. This recovered material shall be processed in accordance with Local, State and Federal Regulations. The Contractor shall leave in place the stone retaining wall and steps adjacent to the City sidewalk.

SITE CONDITIONS

At the end of each work day, the Contractor shall leave the premises in such condition that it will not constitute a public nuisance or hazard. This shall include removing debris from public streets, alleys, terraces, and sidewalks that are open to the public.

SITE DEMOLITION

The Contractor shall provide all labor, materials, equipment, and supplies necessary to complete all items as described herein. Any damage to property outside of what has been described in these specifications shall be restored to its original state or as directed by the City Engineer, at the Contractors expense.

TEMPORARY STRUCTURES

The Contractor shall furnish and erect all temporary sidewalks, barricade covers and other temporary structures necessary for the proper and safe conduct of the work and shall remove all such temporary structures upon the completion of the work under this contract, all without additional compensation therefore. The Contractor shall have a competent superintendent on the site at all times that work is in progress with full authority to act for him.

UNEXPECTED NECESSARY CHANGE TO WORK

In the event of an unanticipated, unforeseeable additional expense, the contractor is to take several steps upon discovery.

1. Contractor must contact City immediately and before any work is commenced to abate the issue.
2. Demolition may continue on other parts of the property that will not impact the specific issue.
3. A City representative will immediately come out to inspect the issue and make a determination on how the contractor is to proceed. Such decision may involve consultation with other departments, experts, or City representatives.
4. The City reserves the right to request bids for abatement of the specific unforeseen issue.

USE OF POTABLE WATER FOR PROJECT

Contractor shall provide an estimation of the amount of water that will be needed for said project with their bid documents. However, this water estimation shall not be included in their overall bid of the project. The contractor will be responsible for paying the City of Mount Holly for any water used during or for construction of the project. Upon agreement with City Engineer regarding the necessary amount of water needed the contractor will open a water account with the City of Mount Holly and only be allowed to obtain water from the fire hydrant located at the Waste Water Treatment Plant (201 Broome Street). All water bill balances must be paid in full prior to release of final payment and closeout of the project.

UTILITIES

Once demolition is complete the City of Mount Holly Utility Department will permanently cut and cap the water and sewer lines. (If Applicable)

AGREEMENT

AGREEMENT

THIS CONTRACT, in four (4) copies, made and entered into this ____ day of _____, 2025, by and between the City of Mount Holly hereinafter designated as the Owner, and Fairwood Construction hereinafter designated as the Contractor.

The City of Mount Holly agrees to pay the Contractor for services as follows:

<u>Item</u>	<u>Description</u>	<u>Amount</u>
1.	Total Project Amount	\$ <u>151,161.00</u>
2.	Contingency	\$ <u>37,915.25</u>
3.	Purchase Order Amount	\$ <u>189,576.25</u>

WITNESSETH: That the parties hereto, each in consideration of the Agreements on the part of the other herein contained, have mutually agreed and hereby mutually agree, the Owner for itself and its successors and the Contractor for itself, himself, or themselves and its successors, his or their executors, administrators and assigns as follows:

Article 1. DESCRIPTION. Under this Agreement and Contract the Contractor shall furnish all personnel, labor, equipment and all other items necessary to provide for the project as set forth in the Request for Proposals for the **500 E Central Ave. Façade Renovation project** and to perform all the work called for and described in the Contract Documents.

Article 2. In consideration of the payments to be made as hereinafter provided, and the performance of the Owner of all of the matters and things to be performed by the Owner and herein provided; the Contractor agrees, at his own sole cost and expense, to perform all the labor and services and to furnish all the labor and materials, plant and equipment necessary to complete, and to complete in good, substantial, workmanlike and approved manner, the work described under Article 1 hereof, within the time specified and in accordance with the terms, conditions and provisions of this Contract and with the instructions, orders and directions of the City Manager made in accordance with this Contract.

Article 3. The Owner agrees to pay and the Contractor agrees to accept as full compensation for all work done, and materials furnished, and for materials, equipment and supplies sold, and also for all costs and expenses incurred, and loss or damages sustained by reason of the action of the elements, or growing out of the nature of the work, and for all risk of unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by, or in consequence of, the suspension or discontinuance of the work as herein specified, and for faithfully completing the work and the whole thereof as herein provided, and for maintaining the work in good condition until the final payment is made, the prices stipulated in the quote hereto attached.

Article 4. The following documents shall constitute integral parts of the agreement, the whole to be collectively known and referred to as the Contract Documents: Standard Provisions, Project

Special Provisions, Insurance certificate, E-Verify certification, and the Contract Documents issued by the Owner.

Article 5. If the Contractor shall fail to comply with any of the terms, conditions, provisions or stipulations of this Contract, according to the true intent and meaning thereof, then the Owner may make use of any or all remedies provided in that behalf in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands and seals and have executed this Agreement, in four copies the day and year first above written.

CONTRACTOR:

ATTEST:

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

OWNER:

ATTEST:

City of Mount Holly

By: _____

Name: _____

Name: Jonathan Blanton

Title: City Clerk

Title: City Manager

(Seal)

This instrument has been pre-audited in the manner required by the local Government Budget and Fiscal Control Act.

Finance Officer, City of Mount Holly, NC

Date

IRAN DIVESTMENT ACT CERTIFICATION:

Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. 143C-6A-5(b), Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

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.

Contractor – Print Name

Contractor – Signature

Date

Proof of State of North Carolina General Contractors License and any other licenses or certifications specific to project.

Title _____

Company _____

Address _____

Phone _____

Email _____

(Relevant) North Carolina License Number _____



SCOPE OF SERVICES
PROFESSIONAL SERVICES FOR SOUTH GATEWAY BRIDGE OVER COLONIAL PIPELINE
SERVICES PROVIDED TO: LANDDESIGN, LLC

April 5, 2024

LandDesign (Client) has engaged STV Engineers, Inc. (STV) to provide the following scope of services for a bridge on South Gateway over two gas lines owned by Colonial Pipeline.

PROJECT DESCRIPTION AND ASSUMPTIONS/EXCLUSIONS

- A minimum centerline of roadway radius of 550' is assumed in order to utilize prestressed concrete girders. Therefore, if a concrete girder option is selected, a new alignment would need to be provided by LandDesign
- High wall abutments are excluded from this scope of services
- The bridge will have a MUP on the north side of the bridge.
- No aesthetic details are included in this scope of work
- Bridge will be designed per NCDOT practices and specifications
- STV will provide the bridge construction plans, however any required permits will be obtained by the client
- NCDOT will not be reviewing the plans
- Final roadway alignment, profile, and typical section to be provided by Client
- Survey data to be provided by Client
- Bridge Typical Section (sidewalk size, rail type, shoulder widths (accounting for horizontal sight distance), lane widths, etc...) to be provided by Client
- Any required retaining walls have not been included in this scope of services
- Work associated with ad/bid/award, including but not limited to bid package preparation and evaluating bid results, are not included
- Scope of services includes thirty (30) 1-hour long design calls every Thursday.
- Scope of services includes 1 predesign meeting with LandDesign

BRIDGE DESIGN

BRIDGE TYPE STUDY

STV will perform a bridge type study for the client to determine what bridge alternative they would prefer to proceed with. STV will compare the following bridge types:

- 1) Option 1 - Single span curved steel girder bridge layout that spans the Colonial 85' easement on the original alignment (horizontal curve of 350')
- 2) Option 2 - Single span prestressed concrete girder bridge layout that spans the Colonial 85' easement on a minimum horizontal curve of 550' with a MSE Wall on the east end of the bridge and a rip rapped end slope on the other end



- 3) Option 3 - 2-span prestressed concrete girder bridge layout that spans the Colonial 85' easement as well as the stream adjacent to the easement.

The client will decide which preferred alternative to proceed with.

Deliverables

1. PDF of a General Plan and Elevation sketch of each option
2. PDF of a Preliminary Cost Estimate for each option
3. PDF of Preliminary Construction Duration for each option

PREPARE PRELIMINARY BRIDGE PLANS

STV will prepare the preliminary plans for the preferred alternative in sufficient detail and appropriate format to clearly illustrate significant design features, dimensions, and clearances per NCDOT practices. The preliminary plans will include title sheet, bridge plan and profile, bridge typical sections, and types of superstructure and substructure. The Preliminary Plans will be approved by the City prior to beginning Final Bridge Plans.

Prior to submittal to the City, all plans and documents shall be reviewed by STV for completeness, correctness, accuracy, and consistency. In addition, prior to submittal to the City, the plans shall be reviewed by the Client and their designated engineers for conformance to the overall site plan, approach roadways, and drainage features.

STV will address review comments and provide a comment response document to be submitted with each resubmittal required.

Deliverables

1. Electronic (PDF) file of Preliminary Bridge Plans submitted to Client for submittal to the City or their reviewing agent.

PREPARE FINAL BRIDGE PLANS FOR REVIEW

The Final Bridge Plans will be based upon the approved preliminary plans. STV will prepare Final Bridge Plans in conformity with the current practices of NCDOT about method of presentation, scales, billing of pay items, special drawings and summaries thereof. Standard Drawings of NCDOT shall be used to the extent feasible and modified by STV to fit the needs of the project. Construction drawings shall be on sheets of the size, and with standard markings utilized by the City of Mount Holly. Scale of drawings and lettering size shall be such as to provide clear and legible reproductions when reduced to half size.

Prior to submittal to the City, all plans and documents shall be reviewed by STV for completeness, correctness, accuracy, and consistency with the above referenced requirements. In addition, prior to submittal to the City, the plans shall be reviewed by the Client and their designated engineers for conformance to the overall site plan, approach roadways, and drainage features.

STV will address review comments and provide a comment response document to be submitted with each resubmittal required.



STV will prepare an estimated construction cost estimate for submittal.

Deliverables

1. Electronic (PDF) file of Final Bridge Plans for Review submitted to Client for submittal to City or their reviewing agent
2. Electronic (PDF) file of Project Special Provisions submitted to Client for submittal to City or their reviewing agent
3. One (1) Bridge Construction Cost Estimate submitted to Client

PREPARE SIGNED AND SEALED BRIDGE PLANS

The Signed and Sealed Bridge Plans will be based upon the comments received on the Final Bridge Plans for Review. The construction plans shall bear the seal and signature of a registered professional engineer in the State of North Carolina.

Prior to submittal to the City, all plans and documents shall be reviewed by STV for completeness, correctness, accuracy, and consistency with comments received on the Final Bridge Plans for Review. In addition, prior to submittal to the City, the plans shall be reviewed by the Client and their designated engineers for conformance to the overall site plan, approach roadways, and drainage features.

Deliverables

1. Electronic (PDF) file of the Signed and Sealed Bridge Plans submitted to Client for submittal to the City
2. Electronic (PDF) file of Signed and Sealed Project Special Provisions submitted to Client for submittal to the City
3. One (1) Construction Cost Estimate submitted to Client

DESIGN SERVICES DURING CONSTRUCTION (DSDC)

STV design services during construction will include the following items for each bridge:

- Attend 1 pre-construction meeting with client and the contractor
- Attend 15 (15) 1-hour long construction calls
- Review of the following shop drawing submittals. Submittals which may occur and are not listed are additional services. STV will have 10 working days to reply to first shop drawing submittal. STV will have 5 working days to reply to shop drawing re-submittals.
 - Metal Railings
 - Elastomeric Bearing Pads
 - Placement of Equipment on Structures
 - Prestressed Concrete beam, Cored Slab/Box Beam or Steel Girder
 - Concrete Mix Design
 - Metal Stay-in-place forms
 - Expansion Joint
- Respond to 20 Requests for Information (RFI). STV will have 5 working days to respond to RFIs. RFIs are not evaluating as-built conditions which deviate from the contract plans. Evaluating as-



built deviations from contract plans will be estimated, submitted to client, and approved by client on a case by case basis for additional services.

- Evaluating alternate details from contract plans will be estimated, submitted to client, and approved by client on a case by case basis for additional services.
- Contract Plan revisions to incorporate contractor requests will be estimated, submitted to client, and approved by client on a case by case basis for additional services.
- Producing Record Drawings for the bridge are assumed to be handled by the Inspector and are not included in this scope of services.
- Administrative functions relating to review of payment applications, change orders, schedules, and other related items are not included in this scope of services.
- Geotechnical reviews, such as pile hammers, PDA results, or pile driving equipment data forms are not included in this scope of services.
- Inspection in the field or at fabrication shops are not included in the DSDC scope of services.
- Material Testing Services are not included in the DSDC scope of services.
- 3 site visits. Site visits are not for directing contractor means and methods nor for work covered by the on-site Inspector.

DESIGN SCHEDULE

ID	Task Mode	Task Name	Duration	Start	Finish
1		Notice to Proceed/Receipt of required files	0 days	Mon 5/6/24	Mon 5/6/24
2		Bridge Type Study	20 days	Mon 5/6/24	Fri 5/31/24
3		Review and selection of Preferred Alternative	15 days	Mon 6/3/24	Fri 6/21/24
4		Submit Bridge Preliminary General Drawings (PGDs)	15 days	Mon 6/24/24	Fri 7/12/24
5		Preliminary General Drawing review	15 days	Mon 7/15/24	Fri 8/2/24
6		Address comments and resubmit PGDs	5 days	Mon 8/5/24	Fri 8/9/24
7		Approved PGDs	10 days	Mon 8/12/24	Fri 8/23/24
8		Submit Foundation Loads	25 days	Mon 8/5/24	Fri 9/6/24
9		Foundation Recommendations (by others)	20 days	Mon 9/9/24	Fri 10/4/24
10		Submit Final Bridge Plans (90%)	65 days	Mon 8/5/24	Fri 11/1/24
11		Final Bridge Plan (90%) review	15 days	Mon 11/4/24	Fri 11/22/24
12		Address comments, resubmit Final Bridge Plans (90%)	5 days	Mon 11/25/24	Fri 11/29/24
13		Approved Final Bridge Plans (90%)	10 days	Mon 12/2/24	Fri 12/13/24
14		Sign/sealed Bridge Plans	5 days	Mon 12/16/24	Fri 12/20/24

NOTE: date of Notice to Proceed is assumed. The dates shown will change accordingly when the NTP date is set.

FEE ESTIMATE

For the services provided in the Scope of Services document, STV will be a Lump Sum fee as follows:

Bridge Type Study.....	\$16,250.00
Bridge Design (Option 1).....	\$186,000.00
Bridge Design (Option 2).....	\$124,500.00
Bridge Design (Option 3).....	\$148,000.00
Design Services During Construction.....	\$32,000.00
Total (Option 1).....	\$234,250.00
Total (Option 2).....	\$172,750.00
Total (Option 3).....	\$196,250.00

EXHIBIT A
SITE LOCATION

680

670

660

650

640

BVCS: 20+69.00
BVCE: 651.39

ap

BEGIN CONSTRUCTION
STA. 20+13.62
EL. 652.49

BEGIN GRADE
PVI STA. = 20+23.66
PVI ELEV = 652.30



Request for Proposals

HAWTHORNE STREET SEWER REPLACEMENT

Project Administrator: Elizabeth Bell
Phone Number: 980-951-0074 ext. 1003
Date of Advertisement: June 12, 2025
Sealed Bids Due Date: June 20, 2025, at 10:00 A.M. EST
Direct Inquiries To: elizabeth.bell@mtholly.us

BID FORM DOCUMENTS	
City of Mount Holly 400 East Central Avenue P.O. Box 406 Mount Holly, NC 28120	Refer <u>All</u> Inquiries to: Elizabeth Bell Office #: 704-951-0074 E-mail: Elizabeth.bell@mtholly.us
PROJECT:	Hawthorne Street Sewer Replacement
BID DUE DATE:	June 20, 2025 at 10:00 AM

INVITATION TO BID

Sealed bids will be received on or before **June 20, 2025 at 10:00 AM** at The City of Mount Holly 400 East Central Avenue, Mount Holly, NC 28120 at which time all bids will then be opened in the Council Chambers and all bid prices read aloud for the following:

Hawthorne Street Sewer Replacement Project

Bid Information: The Request for Proposals, that includes the bid Documents, plans, Instructions to Bidders, the Bid Form, and other documents may be obtained from the City's point of contact or from the City's website (www.mtholly.us).

Delay in Award: Bids may be held by the City for a period not to exceed sixty (60) calendar days from the date of the bid opening for the purpose of reviewing bids and investigating qualifications of Bidders.

Equal Employment Opportunity: Bidders will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, disability, or veteran's status.

The City seeks to enhance participation of Minority owned, Women-owned, and Small Business Enterprises (MWSBEs) in City contracting, and strongly encourages participation whenever possible.

Minority-owned Business Enterprise/ MBE: Refers to a business enterprise that: (i) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (ii) is at least fifty-one percent (51%) owned by one (1) or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (iii) has significant business presence in the Charlotte/ Mount Holly Combined Statistical Area.

Woman-owned Business Enterprise/ WBE: Refers to a business enterprise that: (i) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (ii) is at least fifty-one percent (51%) owned by one or more persons who are female; and (iii) has significant business presence in the Charlotte Combined Statistical Area.

Small Business Enterprise/SBE: Refers to a business enterprise that is certified by the City of Charlotte under Part E of the CBI Policy as meeting all of the requirements for SBE certification.

E-Verify Affidavit: All bidders shall include in their bid package an affidavit that they and all sub-contractors have complied with E-Verify or are exempt from the requirement.

Bid Form: The bid form provided in the City's Project Manual should be used in its entirety and shall not be altered in any way. Only a completely filled out bid form will meet the bidding requirements. All entries including signatures shall be written in ink.

Delivery of Bids: Bids may be mailed or hand delivered to the Project Manager on or before **10:00 AM on (Friday), June 20, 2025**. Please label the sealed bid envelope with the Project Name, Contractor's Name, and Bid Opening date and time. Bids submitted via facsimile (FAX) machine in response to this Invitation to Bid **will not** be acceptable. Bids are subject to rejection unless submitted on the forms contained in the Project Manual.

Bid Phase Contact: For information regarding this project during the bid phase contact:
Elizabeth Bell, City of Mount Holly.

3/16/2025 10:00 AM

Phone: 704.951.0074 Ext. 1003

Email: Elizabeth.bell@mtholly.us

Responsive and Responsible Bids: Formal and Informal bids are subject to the same lowest Responsive and Responsible bidder Standard. All bids should include the sufficient information that is required. Please make sure your bid is complete by including the following:

- Bid Bond – (only required for a construction or repair project \$500,000 and up, and must be at least 5% of the amount of the bid proposal)
- Insurance documents
- E-Verify
- City provided Bid Form filled out completely
- Acknowledgment of Addenda
- Execution of bid

STANDARD PROVISIONS

Project name: Hawthorne Street Sewer Replacement

SCOPE OF WORK: The project generally consists of the replacement of approximately 1,600 linear feet of existing 6-inch and 8-inch gravity sewer line that is a contributor to inflow and infiltration, has root intrusion, failing joints, and has limited capacity due to insufficient pipe slopes and substandard sizing. The proposed 8-inch SDR 35 gravity sewer is planned to parallel the existing sewer line along South Hawthorne Street from in front of Mount Holly Middle School, north to West Central Avenue, and then east along West Central Avenue approximately 100 feet beyond First Street. The proposed sewers are expected to all be installed within existing NCDOT and City Street rights-of-way.

ADDENDA

Addenda will be emailed to Bidders of Record and filed in the Office of the Project Manager. The Bidder shall be responsible for inquiring if Addenda have been issued. All such Addenda shall become part of the contract and all Bidders shall be bound by such Addenda whether or not received or acknowledged by the Bidder.

AWARDING OF CONTRACT

The City will award the contract conditioned upon funds being available and other governmental approvals as may be required. The bid will be evaluated based on the ability of the contractor to perform the work, past experiences with similar contracts (based on reference checks), the contractor's bid amounts and how the contractor is a responsive/responsible bidder. Since this is a service contract, the bid is not necessarily awarded based on the lowest bid. Consideration will be given only to proposals from Contractors who are experienced in the class of work proposed and who can refer to projects of similar magnitude and character that have been completed by them. The City also reserves the right to reject any and all proposals and to waive informalities and technicalities as it may deem to be in its best interest.

CARE OF WORK

The Contractor shall furnish and erect, at no additional cost to the City, whatever sidewalks, bridges, culverts, or other works as may be necessary for the protection of the public, including, but not limited to, barricades, fences, etc. and for the safe and proper execution of other public utility lines so as not to interfere therewith or damage or cause damage thereto. The Contractor shall be responsible for all subcontractors and damages to persons or property that occur as a result of his fault, omission, or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed hereunder until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City.

CHANGES

The City of Mount Holly City Manager may unilaterally change the work, materials and services to be performed, in accordance with City law, rule, or regulation. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the Contractor is entitled to receive. Any claim about an adjustment in time or money due to a change must be given in writing to the Project Manager, within thirty (30) days from the date that the Project Manager issued the change, or the claim is waived. The Contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

CITY OF MOUNT HOLLY DRUG-FREE WORKPLACE POLICY

The City is a drug-free workplace employer.

In order to be eligible to submit a bid or proposal for a City construction or service contract, a prospective contractor must certify that it will, if awarded the contract, provide a drug-free workplace during the performance of the contract. This requirement is met by:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken for violations of such prohibition;

- (2) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace, (2) the Contractor's policy of maintaining a drug-free workplace, (3) any available drug counseling, rehabilitation, and employee assistance program, and (4) the penalties that may be imposed upon employees for drug abuse violations;
- (3) Notifying each employee that as a condition of employment, the employee will (1) abide by the terms of the prohibition outlined in (1) above and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (4) Notifying the City within ten (10) calendar days after receiving from an employee a notice of a criminal drug statute conviction or otherwise receiving actual notice of such conviction;
- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of drug crime;
- (6) Making a good faith effort to continue to maintain a drug-free workplace for employees; and
- (7) Requiring any party to which it subcontracts any portion of the work under the contract to comply with the provisions of (1) through (6).

The Contractor certifies that it will comply with the City's drug-free workplace requirement. A false certification or the failure to comply with the above drug-free workplace requirements during the performance of a contract shall be grounds for suspension, termination or debarment.

CONTRACT ADMINISTRATION

- A. The project manager, subject to paragraph B below, is the City representative. The project manager is authorized to:
- (1) serve as liaison between the City and Contractor;
 - (2) give direction to the Contractor to ensure satisfactory and complete performance;
 - (3) monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
 - (4) serve as records custodian for this contract;
 - (5) accept or reject the Contractor's performance;
 - (6) furnish timely written notice of the Contractor's performance failures to the Assistant City Manager, as appropriate;
 - (7) prepare required reports;
 - (8) approve or reject invoices for payment;
 - (9) recommend contract modifications or terminations to the City; and
 - (10) issue Notice to Proceed.

B. The project manager is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, effect a procurement, interpret ambiguities in contract language, or waive the City's contractual rights.

CONTINGENCY ALLOWANCE

A contingency allowance is included as a line item in the itemized proposal to the subtotal. The contingency may only be used by the contractor upon written instructions from the Project Manager. Any portion of the contingency remaining at the end of the contract will revert to the city. The City reserves the right to change the contingency amount prior to award.

Any amount of the contingency allowance that is requested must be executed by written change order, with the appropriate authorized signature(s). No claim for an addition to the contract sum or time extension shall be valid unless so ordered prior to the work actually being performed.

CONTRACTOR'S LICENSE FOR CONSTRUCTION CONTRACTS: The Contractor shall provide his/her relevant North Carolina License Number on the bid form.

CONTRACT BONDS (NCDOT Section 103-7 and 103-9)

The successful bidder, within fourteen (14) calendar days after the notice of award is received by him, shall provide the City with a contract payment bond and a contract performance bond each in an amount equal to the amount of the contract plus

contingency. Bonds are required with each contract \$50,000 and over of a project over \$300,000. All bonds shall be in conformance with G.S. 44A-33. The corporate surety furnishing the bonds shall be authorized to do business in North Carolina.

The successful bidder's failure to file acceptable bonds within fourteen (14) calendar days after the notice of award is received by him shall be just cause for the forfeiture of the bid bond or bid deposit and rescinding the award of the contract. Award may then be made to the next lowest responsible bidder or the work may be re-advertised and constructed under contract or otherwise, as the City may decide.

All bonds must be inclusive of the base bid plus the owner's contingency.

Performance and Payment Bond

The contractor shall furnish a Performance and Payment Bond in an amount equal to the contract price plus owner's contingency as security for the faithful performance and payment of all Contractor obligations under the Contract Document and covering the contractor's obligations to pay subcontractors and others for material and labor.

COST & PRICING DATA

The Contractor guarantees that any cost and/or pricing data provided to the City will be accurate and complete. The Contractor grants the City access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the Contractor's proposed price(s). The Contractor also agrees that the price to the City, including profit or fee, may, at the option of the City, be reduced to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the Contractor.

DEFINITION OF TERMS

Whenever the following terms are used in the Standard Specifications, in any of the Contract Documents, or in the plans, the intended meaning of such terms shall be as follows:

1. "State" or "Department" shall be replaced by the words "City of Mount Holly"
2. "Engineer" or "Resident Engineer" shall be replaced by the words "City Engineer or his duly authorized representative"
3. "Project Manager" shall be the person appointed by the "City" who is responsible for ensuring that the project is completed in accordance with the City's procedures
4. "Sampling and Testing by Department" shall be replaced by the words "Sampling and Testing by City or its approved testing agency"
5. "Inspection by Department" shall be replaced by the words "Inspection by the City or its duly authorized representative"
6. "City Standard" shall refer to the latest edition of "the City of Mount Holly Land Development Standards"
7. "City Water Main Standard" and "City Sanitary Sewer Standard" shall refer to the latest edition of "City of Mount Holly Land Development Standards"

DOCUMENTS, MATERIALS AND DATA

All documents, materials or data developed as a result of this contract is the City's property, unless specifically provided for in the contract. The City has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The Contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The Contractor shall keep confidential all documents, materials, and data prepared or developed by the Contractor or supplied by the City.

DURATION OF OBLIGATION

The Contractor agrees that all of Contractor's obligations and warranties which, directly or indirectly, are intended by their nature or by implication to survive performance of the contract shall so survive the completion of performance, termination for cause, or the termination for convenience of the contract.

ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in the contract, including any terms, conditions, documents or exhibits thereto, and these General Conditions. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the City to enter into the contract.

EXECUTION OF CONTRACT

As soon as possible following the bid-opening and receipt of the properly executed contract, the City will complete the execution of the contract, by collecting any performance/ payment bonds, if necessary, retain the original contract, and return two copies of the fully executed contract, including plans and specifications, to the Contractor. Additional sets may be obtained at the cost of printing.

- Please note: Performance/ Payment bonds are only required for a construction or repair project, with a contract costing over \$50,000, where the total of all contracts for the project exceeds \$300,000.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its agents and employees, from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there-from, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

INDEPENDENT CONTRACTOR

The Contractor is an independent contractor. The Contractor and the Contractor's employees or agents are not agents of the City. Neither these General Conditions nor the contract are intended to create, nor do they create any partnership, joint venture, agency or other relationship between the City and the Contractor.

INFRINGEMENT

Contractor represents and warrants that there is no copyright or patent infringement with respect to any goods or materials furnished pursuant to the contract. The Contractor shall indemnify and hold harmless the City with respect to costs, expenses, damages, and liability arising from or on account of any claim for infringement.

INSPECTIONS

The City has the right to monitor, inspect and evaluate or test all supplies, goods, or services called for by the contract at all reasonable places (including the Contractor's place of business) and times (including the period of preparation or manufacture).

INSURANCE REQUIREMENTS

Contractor's Liability and Other Insurance: The Contractor shall purchase and maintain with a company acceptable to the City and authorized to do business in the State of North Carolina, such insurance as will protect him from claims under workers' compensation laws, disability benefit laws or other similar employee benefit laws; from claims of damages because of bodily injury, occupational sickness or disease, or death of his employees; from claims for damages because of bodily injury and personal injury; and from claims for damage and destruction of tangible property, including loss of use resulting there-from — any or all of which may arise out of or result from the Contractor's operations under the Contract Documents, whether such operations be by himself or any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.

The insurance shall be written for not less than the limits of liability specified below.

Automobile: Bodily injury and property liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit — bodily injury and property damage combined.

Commercial General Liability: Bodily injury and property damage liability as shall protect the Contractor and any subcontractor performing work under this Contract from claims of bodily injury or property damage which arise from operations of this Contracts, whether such operations are performed by the Contractor, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this Contract and broad form property damage, explosion, collapse and underground property damage (XC&U). The coverage shall be on an occurrence basis.

Workers' Compensation and Employers' Liability: Shall meet the statutory requirement of the State of North Carolina, in an amount of \$100,000 each accident and disease – each employee and \$500,000 disease policy limit providing coverage for employees and owners.

The City shall be named as an additional insured under the commercial liability insurance for operations or services rendered under this Contract.

At the time of execution of the Contract, the Contractor shall provide the City with insurance certificates certifying that the foregoing insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be cancelled, allowed to expire, or be materially changed without giving the City thirty (30) days advance written notice by registered mail.

The Contractor is advised that if any part of the work under this Contract is sublet, he shall require the subcontractor(s) to carry insurance as required above. However, this will in no way relieve the Contractor from providing full insurance coverage on all phases of the Project, including any that is sublet.

When certain work is performed inside rights-of-way owned by railroads, North Carolina Department of Transportation or other agencies, both the Contractor and any subcontractors may be required to furnish individual insurance certificates made in favor by the controlling agency, with limits established by that agency.

DAMAGE CLAIMS

The contractor shall be responsible for handling all claims made for damages by private citizens in an expeditious manner.

LIQUIDATED DAMAGES

If the contractor fails to perform the work in the manner specified by the contract, the City may, at its option, assess the contractor for each day that the work is not performed. Before assessing liquidated damages, the City will notify the contractor of the problem and allow the contractor twenty-four (24) hours to take corrective action. The assessment will be equal to the cost the City incurred to take the necessary corrective action, or five hundred dollars (\$500.00), whichever is greater. The total assessment will not exceed the amount of the annual contract. If, after further written notice, the contractor fails to take corrective action, the City may terminate the contract and enter into an agreement with another contractor, or may perform the work itself.

NOTICE TO PROCEED

A Notice to Proceed will be issued to the Contractor upon receipt of a fully executed contract, insurance certificates and any other documentation required by the City. Mobilization must commence within thirty (30) calendar days of the issuance of the Notice to proceed unless another date was determined by the City.

PERIODIC PAYMENTS

The City will make periodic payments based on the work progress estimates prepared by the Project Manager and/or City Engineer and the payment request submitted by the Contractor on a monthly schedule established by the Engineer. Payment will be made within thirty (30) calendar days after receipt of a correct payment request.

The contractor shall submit progress invoicing on forms acceptable to the City and retainage as per North Carolina General Statutes of each monthly invoice to be released upon the acceptance of the improvements by the City.

Payment requests and tax statements shall be submitted on the forms provided by the City (see Tax Statement Submittal section of this contract).

The Contractor shall have a copy of his current payment request on the job site and it may be viewed by subcontractors upon request.

The contractor shall submit invoices on forms acceptable to the City and to the following:

Elizabeth Bell
City of Mount Holly
P.O. Box 406
400 East Central Ave
Mount Holly, NC 28120

PERSONNEL

The contractor's personnel shall, at all times, present a neat appearance, shall wear clothing identifying the company, and have the correct personal protection equipment as required by the City of Mount Holly and OSHA, all work shall be performed and all complaints handled with due regard to the City public relations. The contractor shall utilize competent employees in performing the work specified in this Agreement. At the request of the City, the contractor will replace any incompetent, unfaithful, abusive or disorderly person in his or her employ. The contractor is required and hereby agrees by accepting this contract, to pay all employees not less than the Federal Minimum Wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act as amended and changed from time to time. The contractor shall provide a statement that its firm is an Equal Opportunity Employer. Contractor agrees that all employees will be properly documented regarding their work statuses and will provide such documentation to the City upon request.

PRE-CONSTRUCTION CONFERENCE

A Pre-Construction Conference will be scheduled as soon as practical after the Notice of Award. The Contractor shall attend the conference along with the prospective job superintendent, any anticipated major subcontractors and major material suppliers. A proposed progress schedule in a form satisfactory to the Project Manager and/or City Engineer and a statement of the anticipated monthly progress payments showing the percent of progress each month shall be submitted. The City reserves the right to record

The Contractor shall also provide at least two (2) local telephone numbers that may be used to contact the Contractor or his authorized representative in the event of an emergency after normal business hours. Upon receipt of the required documentation, a Notice to Proceed will be issued by the Project Manager and/or City Engineer.

PROJECT CLOSEOUT DOCUMENTS

The Contract shall provide the following documents with the final pay request:

1. Contractor's Affidavit Release and Waiver of Claim
2. Contractor's Affidavit of Payment of Debts and Claims
3. State/County Sales/Use Tax Statement
4. Contractor's red-lined construction drawings (If Applicable)
5. As-built drawings (If Applicable)
6. Warrantee Information and Operations Manuals (if applicable)

No final payment will be authorized until these documents have been properly completed and submitted by the Contractor.

STANDARD SPECIFICATIONS

The 2024 edition of the North Carolina Department of Transportation, Standard Specifications for Roads and Structures, including all revisions, hereinafter referred to as the "Standard Specifications" shall apply to all portions of the project unless otherwise specified herein or in the current edition of the City's Land Development Code. (If Applicable)

SUBCONTRACTING

The City reserves the right to approve or waive any subcontractors in the performance of this contract. If the awarded contractor needs to supplement any efforts with another contractor, the City must receive this request in writing prior to any work commencing by a subcontractor. The City will in turn approve or deny this request, in writing.

TERMINATION BY THE CITY FOR CAUSE

1. The City may terminate the Contract if the Contractor:
 - Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
 - Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or,
 - Otherwise, is guilty of substantial breach of a provision of the Contract Documents.
2. When any of the above reasons exist, the City, upon certification by the City Manager that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety, if any, seven days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
 - Take possession of the site and all materials located therein;
 - Accept assignment of subcontractors; and,
 - Finish the work by whatever reasonable method the City may deem expedient. Upon request of the Contractor, the City shall furnish the Contractor a detailed accounting of the costs incurred by the Owner in finishing the work.
3. When the City terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment until the work is finished.

The City Manager shall have authority to terminate the Contract without additional authorization by City Council.
4. If the unpaid balance of the Contract Sum exceeds the actual costs of finishing the work, including compensation for additional services and expenses made necessary thereby, and other damages incurred by the City and not expressly waived, then such remaining balance shall be applied to payment of any additional amount owed to contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the City. The amount paid to the Contractor or the City, as the case may be, shall be certified by the City Manager, upon application, and this obligation for payment shall survive the termination of the Contract.

TERMINATION BY THE CITY FOR CONVENIENCE:

1. The City may, at any time, terminate the Contract for the City's convenience and without cause. Upon written notice from the City of such termination for the City's convenience, the Contractor shall:
 - Cease operations as directed by the City in the notice,
 - Take actions necessary, or that the City may direct, for the protection and preservation of the work; and,
 - Except for the work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
2. The City Manager shall have authority to terminate the Contract without additional authorization by City Council.
3. In case of such termination for the City's convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit for the completed work.

TIME

Time is of the essence in the performance by Contractor of the contract and of all ancillary matters arising there from.

SITE VISIT: Prospective bidders and/or bidder representatives are **ENCOURAGED** to visit the project site and apprise themselves of **all conditions** which will affect the performance of the work called for or reasonably implied by this Bid Document. Submission of a bid shall constitute sufficient evidence that no allowance will be made for unreported conditions, which a prudent bidder would recognize as affecting the performance of the work called for in this Bid Document.

Bidder is cautioned that any information released to attendees during site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in the Bid Documents, must be confirmed by written addendum before it can be considered to be a part of the Bid Documents. Bidder bidding otherwise does so at his own risk.

WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, and issuance of any required notice to proceed.

QUESTIONS

Please direct all questions and requests for information no later than 1:00 PM, June 17, 2025, by email to elizabeth.bell@mtholly.us

The deadline for questions will allow an addendum to be issued to clarify the project, if need be.

All requests for clarification/information shall be in writing. No verbal correspondence is considered binding.

Addendums, if necessary, will be posted on the City's web site. It shall be the bidder's responsibility to check the City's web site. Any/all Addendums will become a part of the RFP.

Prospective bidders must register and obtain an official set of the Bidding Documents through Quest by visiting www.mcgillbidline.com. These documents may be downloaded by selecting the project and finding the appropriate Quest Project Number. For assistance and free membership registration, contact QuestCDN at (952) 233-1632 or info@questcdn.com.

SCHEDULE OF EVENTS

The following schedule has been developed to ensure that vendors have adequate time to prepare and submit responses, and to permit the City of Mount Holly time to consider the bids presented.

Bid Documents Available	June 12, 2025
Questions due by email at 1:00 PM	June 17, 2025
Bids due by 10:00 AM	June 20, 2025
Award Contract	June 23, 2025
Work Hour Restrictions	Beginning Aug 11, 2025-Work hours are prohibited from 7-9am and 1:30-4pm
Work to be Completed	Sept 12, 2025

PROJECT SPECIAL PROVISIONS

CONTRACT PERIOD

The Contract period will begin upon the issuance of the Notice to Proceed, and will extend to September 12, 2025, unless another date is determined by the City.

ACCIDENT PREVENTION

The contractor shall exercise precaution at all times for the protection of persons and property. Safety provisions of all applicable laws, ordinances and OSHA standards shall be strictly observed.

ANTICIPATED WORK SCHEDULE

The Contractor shall provide a project schedule upon request by the City's Project Manager and provide weekly schedules until the completion of the project.

DEBRIS DISPOSAL

Contractor shall submit to the City of Mount Holly wholly completed dump receipts and required asbestos disposal manifests. Failure to do so will not constitute a complete demolition and demolition job will not be eligible for submission of pay requests. Each bidder shall provide with their bid the location where the debris from this demolition will be dumped.

EROSION CONTROL AND SEDIMENT CONTROL

The Contractor shall provide all materials, labor, equipment and all other incidentals to provide proper Erosion and Sediment Control.

The Contractor shall take special precautions to avoid tracking or spilling dirt and debris onto the adjacent roadways, sidewalks and other private or public areas. The Contractor shall remove, clean and/or sweep all debris material in and around the project site at the end of each work day to the satisfaction of the City, and properly dispose of the material.

Manhole protection, inlet protection and silt fencing may be necessary at times during some project operations.

FILL MATERIAL

Openings, holes and voids shall be filled up to the surrounding ground level with suitable fill material. Contractor shall provide documentation from each source of fill verifying the fill to be free of contaminants. Contractor to ensure fill materials are free of rocks or lumps larger than 6 inches in greatest dimension. Pulverized building materials shall not be used as fill material. The entire parcel shall be left in a level, neat, safe and sanitary condition.

FINAL GRADE

Upon the completion of the demolition and removal operations, the final grade of the whole properties must consist of a smooth grade consistent with the grades of the surrounding properties. The Contractor shall complete final grading in such a way to ensure the site has proper drainage, there is no ponding of water, and that run off does not cause damage to adjacent properties.

HOURS OF OPERATION

Limit hours of operation to Monday through Friday during the hours of 7:00 AM to 6:00 PM until August 11, 2025. **Should the Contractor have work remaining to be completed after August 11, 2025, no work shall be performed Monday through Friday from 7:00 AM to 9:00 AM or from 1:30 PM to 4:00 PM.** Special hours of operation outside the normal hours must be approved by the City's Project Manager.

LICENSES

Proof of State of North Carolina General Contractors License and any other licenses or certifications specific to project.

MISCELLANEOUS ITEMS ONSITE OR ADJACENT

All signs, flagpoles, foundations, patios, fences, garages, junk vehicles, sheds, and rubbish within the property shall be completely removed.

OBSTRUCTION OF STREETS AND RIGHT-OF-WAYS

PERMITS AND NOTICES

Contractor will comply with all laws and regulations of any public authority having jurisdiction over the work. The Contractor will also, at his own expense, and in his own name, obtain all permits, certificates, and licenses required by the City; shall carry on all work under this contract in strict conformity therewith, and shall save and keep harmless the City of Mount Holly from any expense incurred thereby. A copy of the demolition permit will be required with the submittal of invoices.

PROTECTION OF PERSONS AND PROPERTY

The Contractor shall assume and bear all risk of damage to the work, and all risk of any accident, or accidents, from whatsoever cause arising, until the work herein provided for shall be fully completed and accepted by the City.

QUALITY CONTROL

Contractor shall provide competent, suitable qualified personnel to survey, layout and construct the work as required by the Contract documents.

Contractor shall at all times maintain good discipline and order at the site.

REMOVAL OF MATERIAL

The Contractor shall remove all rubbish and waste resulting from the work. The Contractor shall use an approved dumpsite for depositing of all inert materials.

SEEDING

Reseed or plant anew any grass plot or plots disturbed with a seed mix of 70% tall fescue, 20% perennial rye grass and 10% Kentucky Blue Grass applied at a rate of 100 pounds per acre. Straw shall also be applied to disturbed areas.

SIDEWALKS, DRIVEWAYS, CURBS AND PAVED AREAS

All public sidewalks and curbs shall remain that are disturbed shall be replaced in accordance with the plans, details, and specifications. All paved bituminous surfaces shall be repaired in accordance with the plans, details and specifications.

SITE CONDITIONS

At the end of each work day, the Contractor shall leave the premises in such condition that it will not constitute a public nuisance or hazard. This shall include removing debris from public streets, alleys, terraces, and sidewalks that are open to the public.

SITE DEMOLITION

The Contractor shall provide all labor, materials, equipment, and supplies necessary to complete all items as described herein. Any damage to property outside of what has been described in these specifications shall be restored to its original state or as directed by the City Engineer, at the Contractors expense.

TEMPORARY STRUCTURES

The Contractor shall furnish and erect all temporary sidewalks, barricade covers and other temporary structures necessary for the proper and safe conduct of the work and shall remove all such temporary structures upon the completion of the work under this contract, all without additional compensation therefore. The Contractor shall have a competent superintendent on the site at all times that work is in progress with full authority to act for him.

UNEXPECTED NECESSARY CHANGE TO WORK

In the event of an unanticipated, unforeseeable additional expense, the contractor is to take several steps upon discovery.

1. Contractor must contact City immediately and before any work is commenced to abate the issue.
2. Demolition may continue on other parts of the property that will not impact the specific issue.
3. A City representative will immediately come out to inspect the issue and make a determination on how the contractor is to proceed. Such decision may involve consultation with other departments, experts, or City representatives.
4. The City reserves the right to request bids for abatement of the specific unforeseen issue.

PROJECT PROPOSAL SECTION**PROJECT NAME: Hawthorne Street Sewer Replacement**

The undersigned, having carefully examined the site and familiarized himself with the existing conditions on the Project area affecting the cost of work and with the Contract Documents, the form of Proposal, form of Contract, Addenda (if any), Standard Specifications, Special Provisions, and plans/details/drawings, hereby proposes to furnish all supervision, labor, equipment, materials and services, including all utility and transportation services required to construct and complete the Project in accordance with the above listed documents at and for the Contract Sum as determined by the unit or lump sum prices bid for work in place.

The unit price list items are to be considered approximate only and are given as the basis for payment for work beyond the original scope. The City of Mount Holly may increase or decrease the amount of any item or portion of items as may be deemed necessary or expedient. An increase or decrease in the quantity of any item will not be regarded as sufficient grounds for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for in the Contract.

LCS Site Development LLC

ACKNOWLEDGMENT OF ADDENDA

The Bidder hereby acknowledges receipt of any addenda

NUMBER: 1 DATE: 6-20 INITIAL: RS

NUMBER: _____ DATE: _____ INITIAL: _____

NUMBER: _____ DATE: _____ INITIAL: _____

NUMBER: _____ DATE: _____ INITIAL: _____

Company Name: LCS Site Development LLC

PROJECT: Hawthorne Street Sewer Replacement

BID FORM

"This City provided Bid Form must be filled out in full and submitted with the proposal"

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
1	Mobilization (maximum 3%)	LS	1	\$ 2,880	\$ 2,880
2	8" SDR 35 PVC Gravity Sewers	LF	1780	\$ 70.00	\$ 124,600
3	4' Diameter Manhole	EA	1	\$ 18,576.35	\$ 18,576.35
4	4' Diameter Standard Manhole	EA	9	\$ 7604.53	\$ 68,444.79
5	Connect to Existing Manhole	EA	1	\$ 8,448.91	\$ 8,448.91
6	6" Sewer Service Connection	EA	3	\$ 3,747.54	\$ 11,242.61
7	4" Sewer Service Connection	EA	5	\$ 2,712.27	\$ 13,561.34
8	Manhole Demolition and Abandonment	EA	8	\$ 2,991.63	\$ 23,933
9	Abandon Sewer Line with Flowable Fill	LF	2100	\$8.00	\$ 16,800
10	Asphalt Road Repair (Per Detail R-125)	LF	1200	\$ 34.50	\$ 41,400
11	Asphalt Road Repair NCDOT (Per Detail ST-1)	LF	700	\$ 170.99	\$ 119,694.75
12	Concrete Sidewalk Repair	LF	20	\$ 175.00	\$ 3,500
13	Curb and Gutter Repair	EA	5	\$ 1,000	\$ 5,000
Contingency	Owner's Contingency	LS	1	\$40,000	\$ 40,000
Base Bid plus Contingency					\$ 498,077.75

Math errors present in these lines. Errors do not affect bid outcome

BIDDER:

Name

Robert Simcox

Printed

Signature

Title

Owner

Company

LCS Site Development LLC

Address

P.O. Box 698, Mount Ulla, NC, 28125

Phone

980-549-1290

Email

Robert@lcssitedev.com

(Relevant) North Carolina License Number 105412

EXECUTION OF BID**A CONTRACT FOR: Hawthorne Street Sewer Replacement**

The person executing the Bid, on behalf of the Bidder, being first duly sworn, deposes and says that:

- (1) It is the intent of the Bidder to enter into this Contract to furnish materials, labor, and equipment required to perform all work specified in accordance with the instructions, terms, conditions, provisions, specifications, plans and all other Contract Documents incorporated into this Invitation to Bid;
- (2) He/She is fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;
- (3) Neither he/she, nor any official, agent or employee of the Bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is a restraint of free competitive bidding in connection with this Bid;
- (4) He/she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, or veteran's status.

Type of Bidder:

☐ Sole Proprietor☐ Partnership☒ Limited Liability Company☐ Corporation☐ Joint Venture (Check appropriate box)**BIDDER #1****BIDDER #2**

(If a Joint Venture or Partnership)

Name

Robert Simcox

Address

PO Box 698, Mount Ulla, NC, 28125

Phone

980-549-1290

Fax

Printed Name

Robert Simcox

Signature

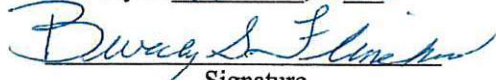
Title

Owner

Notary

Subscribed and sworn before me

This day of 19, 2025


Signature

My commission expires August 4th, 29

Subscribed and sworn before me

this day of _____, 20__

Signature

My commission expires _____



CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

INSURED LAND CLEARING SOLUTIONS LLC
 NAME AND LCS SITE DEVELOPMENT LLC
 ADDRESS PO BOX 698
 MOUNT ULLA, NC 28125-0698
 ethan.perkins@lcssitedv.com

CERTIFICATE
 HOLDER

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTR CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POL EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CY PERIOD
 WHICH THIS
 HE TERMS,

X	TYPE OF INSURANCE	ADDL INSR	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
☒	COMMERCIAL GENERAL LIABILITY - OCCURRENCE GEN'L AGGREGATE APPLIES PER POLICY	X		CPP 0142145	06/28/2024	06/28/2025	GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOPS AGGREGATE \$2,000,000 PERSONAL & ADV INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$100,000 MED EXP (Any one person) \$5,000
☐	BUSINESSOWNERS						EACH OCCURRENCE \$ AGGREGATE \$
☒	AUTOMOBILE LIABILITY			BAP 2211911	2/28/2024	06/28/2025	COMBINED SINGLE LIMIT (Each accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
☒	SCHEDULED AUTOS						
☒	HIRED AUTOS						
☒	NON-OWNED AUTOS						
☐	GARAGE LIABILITY						
☐	(Other)						
☒	EXCESS LIABILITY - OCCURRENCE			UP 7711977	03/21/2025	03/21/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
☒	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY POLICY APPLIES TO THE WORKERS COMPENSATION LAW IN THE STATE OF NC	N/A		WC 0268130	03/21/2025	03/21/2026	WC STATUTORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
☐	OTHER:						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

DATE 05/02/2025

IRAN DIVESTMENT ACT CERTIFICATION:

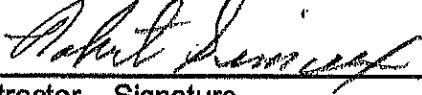
Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. 143C-6A-5(b), Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

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.

LCS Site Development LLC

Contractor – Print Name



Contractor – Signature

06/19/2025

Date

AGREEMENT

AGREEMENT

THIS CONTRACT, in four (4) copies, made and entered into this ____ day of _____, 2025, by and between the City of Mount Holly hereinafter designated as the Owner, and _____ hereinafter designated as the Contractor.

The City of Mount Holly agrees to pay the Contractor for services as follows:

<u>Item</u>	<u>Description</u>	<u>Amount</u>
1.	Total Base Bid Amount	\$ _____
2.	Contingency	\$ _____
3.	Purchase Order Amount	\$ _____

WITNESSETH: That the parties hereto, each in consideration of the Agreements on the part of the other herein contained, have mutually agreed and hereby mutually agree, the Owner for itself and its successors and the Contractor for itself, himself, or themselves and its successors, his or their executors, administrators and assigns as follows:

Article 1. DESCRIPTION. Under this Agreement and Contract the Contractor shall furnish all personnel, labor, equipment and all other items necessary to provide for the project as set forth in the Request for Proposals for the Hawthorne Street Sewer Replacement project and to perform all the work called for and described in the Contract Documents.

Article 2. In consideration of the payments to be made as hereinafter provided, and the performance of the Owner of all of the matters and things to be performed by the Owner and herein provided; the Contractor agrees, at his own sole cost and expense, to perform all the labor and services and to furnish all the labor and materials, plant and equipment necessary to complete, and to complete in good, substantial, workmanlike and approved manner, the work described under Article 1 hereof, within the time specified and in accordance with the terms, conditions and provisions of this Contract and with the instructions, orders and directions of the City Manager made in accordance with this Contract.

Article 3. The Owner agrees to pay and the Contractor agrees to accept as full compensation for all work done, and materials furnished, and for materials, equipment and supplies sold, and also for all costs and expenses incurred, and loss or damages sustained by reason of the action of the elements, or growing out of the nature of the work, and for all risk of unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by, or in consequence of, the suspension or discontinuance of the work as herein specified, and for faithfully completing the work and the whole thereof as herein provided, and for maintaining the work in good condition until the final payment is made, the prices stipulated in the Bid hereto attached.

Article 4. The following documents shall constitute integral parts of the agreement, the whole to be collectively known and referred to as the Contract Documents: Invitation to Bid, Itemized Bid, Standard Provisions, Project Special Provisions, Addenda, Insurance certificate, E-Verify certification, and all interpretations of addenda to the Contract Documents issued by the Owner.

Article 5. If the Contractor shall fail to comply with any of the terms, conditions, provisions or stipulations of this Contract, according to the true intent and meaning thereof, then the Owner may make use of any or all remedies provided in that behalf in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands and seals and have executed this Agreement, in four copies the day and year first above written.

CONTRACTOR:

ATTEST:

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

OWNER:

ATTEST:

City of Mount Holly

By: _____

Name: _____

Name: Jonathan Blanton

Title: City Clerk

Title: City Manager

(Seal)

This instrument has been pre-audited in the manner required by the local Government Budget and Fiscal Control Act.

Finance Officer, City of Mount Holly, NC

Date

IRAN DIVESTMENT ACT CERTIFICATION:

Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. 143C-6A-5(b), Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

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.

Contractor – Print Name

Contractor – Signature

Date



Request for Proposals **Re-Advertisement**

Main Street Repaving Project

Project Administrator: Elizabeth Bell
Phone Number: 980-951-0074 ext. 1003
Date of Advertisement: February 24th, 2025
Sealed Bids Due Date: March 3rd, 2025 at 10:00 A.M. EST
Direct Inquiries To: elizabeth.bell@mtholly.us

BID FORM DOCUMENTS	
City of Mount Holly 400 East Central Avenue P.O. Box 406 Mount Holly, NC 28120	Refer <u>All</u> Inquiries to: Elizabeth Bell Office #: 704-951-0074 E-mail: Elizabeth.bell@mtholly.us
PROJECT:	Main Street Repaving Project
BID DUE DATE:	February 24 th , 2025 at 10:00 AM

INVITATION TO BID

Sealed bids will be received on or before **March 3rd, 2025 at 10:00 AM** at The City of Mount Holly 400 East Central Avenue, Mount Holly, NC 28120 at which time all bids will then be opened in the Council Chambers and all bid prices read aloud for the following:

Main Street Repaving Project

Bid Information: The Request for Proposals, that includes the bid Documents, plans, Instructions to Bidders, the Bid Form, and other documents may be obtained from the City's point of contact or from the City's website (www.mtholly.us).

Delay in Award: Bids may be held by the City for a period not to exceed sixty (60) calendar days from the date of the bid opening for the purpose of reviewing bids and investigating qualifications of Bidders.

Equal Employment Opportunity: Bidders will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, disability, or veteran's status.

The City seeks to enhance participation of Minority owned, Women-owned, and Small Business Enterprises (MWSBEs) in City contracting, and strongly encourages participation whenever possible.

Minority-owned Business Enterprise/ MBE: Refers to a business enterprise that: (i) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (ii) is at least fifty-one percent (51%) owned by one (1) or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (iii) has significant business presence in the Charlotte/ Mount Holly Combined Statistical Area.

Woman-owned Business Enterprise/ WBE: Refers to a business enterprise that: (i) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (ii) is at least fifty-one percent (51%) owned by one or more persons who are female; and (iii) has significant business presence in the Charlotte Combined Statistical Area.

Small Business Enterprise/SBE: Refers to a business enterprise that is certified by the City of Charlotte under Part E of the CBI Policy as meeting all of the requirements for SBE certification.

E-Verify Affidavit: All bidders shall include in their bid package an affidavit that they and all sub-contractors have complied with E-Verify or are exempt from the requirement.

Bid Form: The bid form provided in the City's Project Manual should be used in its entirety and shall not be altered in any way. Only a completely filled out bid form will meet the bidding requirements. All entries including signatures shall be written in ink.

Delivery of Bids: Bids may be mailed or hand delivered to the Project Manager on or before **10:00 AM on Monday, March 3rd, 2025**. Please label the sealed bid envelope with the Project Name, Contractor's Name, and Bid Opening date and time. Bids submitted via facsimile (FAX) machine in response to this Invitation to Bid **will not** be acceptable. Bids are subject to rejection unless submitted on the forms contained in the Project Manual.

Bid Phase Contact: For information regarding this project during the bid phase contact:

Elizabeth Bell, City of Mount Holly.
Phone: 704.951.0074 Ext. 1003
Email: Elizabeth.bell@mtholly.us

Responsive and Responsible Bids: Formal and Informal bids are subject to the same lowest Responsive and Responsible bidder Standard. All bids should include the sufficient information that is required. Please make sure your bid is complete by including the following:

- Bid Bond – (only required for a construction or repair project \$500,000 and up, and must be at least 5% of the amount of the bid proposal)
- Insurance documents
- E-Verify
- City provided Bid Form filled out completely
- Acknowledgment of Addenda
- Execution of bid

STANDARD PROVISIONS

Project name: Main Street Repaving Project

SCOPE OF WORK: This project involves the 2-inch milling and repaving of approximately 6,200 linear feet of roadway, including all associated surface restoration and markings. The scope includes:

- **Milling & Paving:** Removal of the existing asphalt surface to a depth of 2 inches and repaving with new asphalt to restore roadway integrity and smoothness.
- **Traffic Markings & Striping:** Restriping of lane lines, parking lines, stop bars, and crosswalks per project specifications and applicable roadway standards.
- **Signal Loops:** Resetting of traffic signal loops as needed to ensure proper functionality following paving operations.
- **Site Cleanup & Compliance:** Proper disposal of all removed materials and ensuring the work area is clean and compliant with local, state, and federal regulations.

All work will be completed in accordance with applicable engineering standards, traffic control requirements, and project timelines to minimize disruptions to public traffic.

*Maps for each section are included as attachments to this RFP

ADDENDA

Addenda will be emailed to Bidders of Record and filed in the Office of the Project Manager. The Bidder shall be responsible for inquiring if Addenda have been issued. All such Addenda shall become part of the contract and all Bidders shall be bound by such Addenda whether or not received or acknowledged by the Bidder.

AWARDING OF CONTRACT

The City will award the contract conditioned upon funds being available and other governmental approvals as may be required. The bid will be evaluated based on the ability of the contractor to perform the work, past experiences with similar contracts (based on reference checks), the contractor's bid amounts and how the contractor is a responsive/responsible bidder. Since this is a service contract, the bid is not necessarily awarded based on the lowest bid. Consideration will be given only to proposals from Contractors who are experienced in the class of work proposed and who can refer to projects of similar magnitude and character that have been completed by them. The City also reserves the right to reject any and all proposals and to waive informalities and technicalities as it may deem to be in its best interest.

CARE OF WORK

The Contractor shall furnish and erect, at no additional cost to the City, whatever sidewalks, bridges, culverts, or other works as may be necessary for the protection of the public, including, but not limited to, barricades, fences, etc. and for the safe and proper execution of other public utility lines so as not to interfere therewith or damage or cause damage thereto. The Contractor shall be responsible for all subcontractors and damages to persons or property that occur as a result of his fault, omission, or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed hereunder until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City.

CHANGES

The City of Mount Holly City Manager may unilaterally change the work, materials and services to be performed, in accordance with City law, rule, or regulation. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the Contractor is entitled to receive. Any claim about an adjustment in time or money due to a change must be given in writing to the Project Manager, within thirty (30) days from the date that the Project Manager issued the change, or the claim is waived. The Contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

CITY OF MOUNT HOLLY DRUG-FREE WORKPLACE POLICY

The City is a drug-free workplace employer.

In order to be eligible to submit a bid or proposal for a City construction or service contract, a prospective contractor must certify that it will, if awarded the contract, provide a drug-free workplace during the performance of the contract. This requirement is met by:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken for violations of such prohibition;
- (2) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace, (2) the Contractor's policy of maintaining a drug-free workplace, (3) any available drug counseling, rehabilitation, and employee assistance program, and (4) the penalties that may be imposed upon employees for drug abuse violations;
- (3) Notifying each employee that as a condition of employment, the employee will (1) abide by the terms of the prohibition outlined in (1) above and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (4) Notifying the City within ten (10) calendar days after receiving from an employee a notice of a criminal drug statute conviction or otherwise receiving actual notice of such conviction;
- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of drug crime;
- (6) Making a good faith effort to continue to maintain a drug-free workplace for employees; and
- (7) Requiring any party to which it subcontracts any portion of the work under the contract to comply with the provisions of (1) through (6).

The Contractor certifies that it will comply with the City's drug-free workplace requirement. A false certification or the failure to comply with the above drug-free workplace requirements during the performance of a contract shall be grounds for suspension, termination or debarment.

CONTRACT ADMINISTRATION

A. The project manager, subject to paragraph B below, is the City representative. The project manager is authorized to:

- (1) serve as liaison between the City and Contractor;
- (2) give direction to the Contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract;
- (5) accept or reject the Contractor's performance;
- (6) furnish timely written notice of the Contractor's performance failures to the Assistant City Manager, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to the City; and
- (10) issue Notice to Proceed.

B. The project manager is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, effect a procurement, interpret ambiguities in contract language, or waive the City's contractual rights.

CONTINGENCY ALLOWANCE

A contingency allowance is included as a line item in the itemized proposal to the subtotal. The contingency may only be used by the contractor upon written instructions from the Project Manager. Any portion of the contingency remaining at the end of the contract will revert to the city. The City reserves the right to change the contingency amount prior to award.

Any amount of the contingency allowance that is requested must be executed by written change order, with the appropriate authorized signature(s). No claim for an addition to the contract sum or time extension shall be valid unless so ordered prior to the work actually being performed.

CONTRACTOR'S LICENSE FOR CONSTRUCTION CONTRACTS: The Contractor shall provide his/her relevant North Carolina License Number on the bid form.

CONTRACT BONDS (NCDOT Section 103-7 and 103-9)

The successful bidder, within fourteen (14) calendar days after the notice of award is received by him, shall provide the City with a contract payment bond and a contract performance bond each in an amount equal to the amount of the contract plus contingency. Bonds are required with each contract \$50,000 and over of a project over \$300,000. All bonds shall be in conformance with G.S. 44A-33. The corporate surety furnishing the bonds shall be authorized to do business in North Carolina.

The successful bidder's failure to file acceptable bonds within fourteen (14) calendar days after the notice of award is received by him shall be just cause for the forfeiture of the bid bond or bid deposit and rescinding the award of the contract. Award may then be made to the next lowest responsible bidder or the work may be re-advertised and constructed under contract or otherwise, as the City may decide.

All bonds must be inclusive of the base bid plus the owner's contingency.

Performance and Payment Bond

The contractor shall furnish a Performance and Payment Bond in an amount equal to the contract price plus owner's contingency as security for the faithful performance and payment of all Contractor obligations under the Contract Document and covering the contractor's obligations to pay subcontractors and others for material and labor.

COST & PRICING DATA

The Contractor guarantees that any cost and/or pricing data provided to the City will be accurate and complete. The Contractor grants the City access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the Contractor's proposed price(s). The Contractor also agrees that the price to the City, including profit or fee, may, at the option of the City, be reduced to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the Contractor.

DEFINITION OF TERMS

Whenever the following terms are used in the Standard Specifications, in any of the Contract Documents, or in the plans, the intended meaning of such terms shall be as follows:

1. "State" or "Department" shall be replaced by the words "City of Mount Holly"
2. "Engineer" or "Resident Engineer" shall be replaced by the words "City Engineer or his duly authorized representative"
3. "Project Manager" shall be the person appointed by the "City" who is responsible for ensuring that the project is completed in accordance with the City's procedures
4. "Sampling and Testing by Department" shall be replaced by the words "Sampling and Testing by City or its approved testing agency"
5. "Inspection by Department" shall be replaced by the words "Inspection by the City or its duly authorized representative"
6. "City Standard" shall refer to the latest edition of "the City of Mount Holly Land Development Standards"
7. "City Water Main Standard" and "City Sanitary Sewer Standard" shall refer to the latest edition of "City of Mount Holly Land Development Standards"

DOCUMENTS, MATERIALS AND DATA

All documents, materials or data developed as a result of this contract is the City's property, unless specifically provided for in the contract. The City has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The Contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The Contractor shall keep confidential all documents, materials, and data prepared or developed by the Contractor or supplied by the City.

DURATION OF OBLIGATION

The Contractor agrees that all of Contractor's obligations and warranties which, directly or indirectly, are intended by their nature or by implication to survive performance of the contract shall so survive the completion of performance, termination for cause, or the termination for convenience of the contract.

ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in the contract, including any terms, conditions, documents or exhibits thereto, and these General Conditions. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the City to enter into the contract.

EXECUTION OF CONTRACT

As soon as possible following the bid-opening and receipt of the properly executed contract, the City will complete the execution of the contract, by collecting any performance/ payment bonds, if necessary, retain the original contract, and return two copies of the fully executed contract, including plans and specifications, to the Contractor. Additional sets may be obtained at the cost of printing.

- Please note: Performance/ Payment bonds are only required for a construction or repair project, with a contract costing over \$50,000, where the total of all contracts for the project exceeds \$300,000.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its agents and employees, from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there-from, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

INDEPENDENT CONTRACTOR

The Contractor is an independent contractor. The Contractor and the Contractor's employees or agents are not agents of the City. Neither these General Conditions nor the contract are intended to create, nor do they create any partnership, joint venture, agency or other relationship between the City and the Contractor.

INFRINGEMENT

Contractor represents and warrants that there is no copyright or patent infringement with respect to any goods or materials furnished pursuant to the contract. The Contractor shall indemnify and hold harmless the City with respect to costs, expenses, damages, and liability arising from or on account of any claim for infringement.

INSPECTIONS

The City has the right to monitor, inspect and evaluate or test all supplies, goods, or services called for by the contract at all reasonable places (including the Contractor's place of business) and times (including the period of preparation or manufacture).

INSURANCE REQUIREMENTS

Contractor's Liability and Other Insurance: The Contractor shall purchase and maintain with a company acceptable to the City and authorized to do business in the State of North Carolina, such insurance as will protect him from claims under workers' compensation laws, disability benefit laws or other similar employee benefit laws; from claims of damages because of bodily injury, occupational sickness or disease, or death of his employees; from claims for damages because of bodily injury and personal injury; and from claims for damage and destruction of tangible property, including loss of use resulting there-from -- any or all of which may arise out of or result from the Contractor's operations under the Contract Documents, whether such operations be by himself or any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.

The insurance shall be written for not less than the limits of liability specified below.

Automobile: Bodily injury and property liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit -- bodily injury and property damage combined.

Commercial General Liability: Bodily injury and property damage liability as shall protect the Contractor and any subcontractor performing work under this Contract from claims of bodily injury or property damage which arise from operations of this Contracts, whether such operations are performed by the Contractor, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and

property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this Contract and broad form property damage, explosion, collapse and underground property damage (XC&U). The coverage shall be on an occurrence basis.

Workers' Compensation and Employers' Liability: Shall meet the statutory requirement of the State of North Carolina, in an amount of \$100,000 each accident and disease – each employee and \$500,000 disease policy limit providing coverage for employees and owners.

The City shall be named as an additional insured under the commercial liability insurance for operations or services rendered under this Contract.

At the time of execution of the Contract, the Contractor shall provide the City with insurance certificates certifying that the foregoing insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be cancelled, allowed to expire, or be materially changed without giving the City thirty (30) days advance written notice by registered mail.

The Contractor is advised that if any part of the work under this Contract is sublet, he shall require the subcontractor(s) to carry insurance as required above. However, this will in no way relieve the Contractor from providing full insurance coverage on all phases of the Project, including any that is sublet.

When certain work is performed inside rights-of-way owned by railroads, North Carolina Department of Transportation or other agencies, both the Contractor and any subcontractors may be required to furnish individual insurance certificates made in favor by the controlling agency, with limits established by that agency.

DAMAGE CLAIMS

The contractor shall be responsible for handling all claims made for damages by private citizens in an expeditious manner.

LIQUIDATED DAMAGES

If the contractor fails to perform the work in the manner specified by the contract, the City may, at its option, assess the contractor for each day that the work is not performed. Before assessing liquidated damages, the City will notify the contractor of the problem and allow the contractor twenty-four (24) hours to take corrective action. The assessment will be equal to the cost the City incurred to take the necessary corrective action, or five hundred dollars (\$500.00), whichever is greater. The total assessment will not exceed the amount of the annual contract. If, after further written notice, the contractor fails to take corrective action, the City may terminate the contract and enter into an agreement with another contractor, or may perform the work itself.

NOTICE TO PROCEED

A Notice to Proceed will be issued to the Contractor upon receipt of a fully executed contract, insurance certificates and any other documentation required by the City. Mobilization must commence within thirty (30) calendar days of the issuance of the Notice to proceed unless another date was determined by the City.

PERIODIC PAYMENTS

The City will make periodic payments based on the work progress estimates prepared by the Project Manager and/or City Engineer and the payment request submitted by the Contractor on a monthly schedule established by the Engineer. Payment will be made within thirty (30) calendar days after receipt of a correct payment request.

The contractor shall submit progress invoicing on forms acceptable to the City and retainage as per North Carolina General Statutes of each monthly invoice to be released upon the acceptance of the improvements by the City.

Payment requests and tax statements shall be submitted on the forms provided by the City (see Tax Statement Submittal section of this contract).

The Contractor shall have a copy of his current payment request on the job site and it may be viewed by subcontractors upon request.

The contractor shall submit invoices on forms acceptable to the City and to the following:

Elizabeth Bell
City of Mount Holly
P.O. Box 406
400 East Central Ave
Mount Holly, NC 28120

PERSONNEL

The contractor's personnel shall, at all times, present a neat appearance, shall wear clothing identifying the company, and have the correct personal protection equipment as required by the City of Mount Holly and OSHA, all work shall be performed and all complaints handled with due regard to the City public relations. The contractor shall utilize competent employees in performing the work specified in this Agreement. At the request of the City, the contractor will replace any incompetent, unfaithful, abusive or disorderly person in his or her employ. The contractor is required and hereby agrees by accepting this contract, to pay all employees not less than the Federal Minimum Wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act as amended and changed from time to time. The contractor shall provide a statement that its firm is an Equal Opportunity Employer. Contractor agrees that all employees will be properly documented regarding their work statuses and will provide such documentation to the City upon request.

PRE-CONSTRUCTION CONFERENCE

A Pre-Construction Conference will be scheduled as soon as practical after the Notice of Award. The Contractor shall attend the conference along with the prospective job superintendent, any anticipated major subcontractors and major material suppliers. A proposed progress schedule in a form satisfactory to the Project Manager and/or City Engineer and a statement of the anticipated monthly progress payments showing the percent of progress each month shall be submitted. The City reserves the right to record

The Contractor shall also provide at least two (2) local telephone numbers that may be used to contact the Contractor or his authorized representative in the event of an emergency after normal business hours. Upon receipt of the required documentation, a Notice to Proceed will be issued by the Project Manager and/or City Engineer.

PROJECT CLOSEOUT DOCUMENTS

The Contract shall provide the following documents with the final pay request:

1. Contractor's Affidavit Release and Waiver of Claim
2. Contractor's Affidavit of Payment of Debts and Claims
3. State/County Sales/Use Tax Statement
4. Contractor's red-lined construction drawings (If Applicable)
5. As-built drawings (If Applicable)
6. Warrantee Information and Operations Manuals (if applicable)

No final payment will be authorized until these documents have been properly completed and submitted by the Contractor.

STANDARD SPECIFICATIONS

The 2024 edition of the North Carolina Department of Transportation, Standard Specifications for Roads and Structures, including all revisions, hereinafter referred to as the "Standard Specifications" shall apply to all portions of the project unless otherwise specified herein or in the current edition of the City's Land Development Code. (If Applicable)

SUBCONTRACTING

The City reserves the right to approve or waive any subcontractors in the performance of this contract. If the awarded contractor needs to supplement mowing efforts with another contractor, the City must receive this request in writing prior to any work commencing by a subcontractor. The City will in turn approve or deny this request, in writing.

TERMINATION BY THE CITY FOR CAUSE

1. The City may terminate the Contract if the Contractor:
Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or,
Otherwise, is guilty of substantial breach of a provision of the Contract Documents.
2. When any of the above reasons exist, the City, upon certification by the City Manager that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety, if any, seven days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
Take possession of the site and all materials located therein;
Accept assignment of subcontractors; and,
Finish the work by whatever reasonable method the City may deem expedient. Upon request of the Contractor, the City shall furnish the Contractor a detailed accounting of the costs incurred by the Owner in finishing the work.
3. When the City terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment until the work is finished.
The City Manager shall have authority to terminate the Contract without additional authorization by City Council.
4. If the unpaid balance of the Contract Sum exceeds the actual costs of finishing the work, including compensation for additional services and expenses made necessary thereby, and other damages incurred by the City and not expressly waived, then such remaining balance shall be applied to payment of any additional amount owed to contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the City. The amount paid to the Contractor or the City, as the case may be, shall be certified by the City Manager, upon application, and this obligation for payment shall survive the termination of the Contract.

TERMINATION BY THE CITY FOR CONVENIENCE:

1. The City may, at any time, terminate the Contract for the City's convenience and without cause. Upon written notice from the City of such termination for the City's convenience, the Contractor shall:
Cease operations as directed by the City in the notice,
Take actions necessary, or that the City may direct, for the protection and preservation of the work; and,
Except for the work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
2. The City Manager shall have authority to terminate the Contract without additional authorization by City Council.
3. In case of such termination for the City's convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit for the completed work.

TIME

Time is of the essence in the performance by Contractor of the contract and of all ancillary matters arising there from.

SITE VISIT: Prospective bidders and/or bidder representatives are **ENCOURAGED** to visit the project site and apprise themselves of all conditions which will affect the performance of the work called for or reasonably implied by this Bid Document. Submission of a bid shall constitute sufficient evidence that no allowance will be made for unreported conditions, which a prudent bidder would recognize as affecting the performance of the work called for in this Bid Document.

Bidder is cautioned that any information released to attendees during site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in the Bid Documents, must be confirmed by written addendum before it can be considered to be a part of the Bid Documents. Bidder bidding otherwise does so at his own risk.

WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, and issuance of any required notice to proceed.

QUESTIONS

Please direct all questions and requests for information no later than 1:00 PM, February 27th, 2025 by email to elizabeth.bell@mtholly.us

The deadline for questions will allow an addendum to be issued to clarify the project, if need be.

All requests for clarification/information shall be in writing. No verbal correspondence is considered binding.

Addendums, if necessary, will be posted on the City's web site. It shall be the bidder's responsibility to check the City's web site. Any/all Addendums will become a part of the RFP.

SCHEDULE OF EVENTS

The following schedule has been developed to ensure that vendors have adequate time to prepare and submit responses, and to permit the City of Mount Holly time to consider the bids presented.

Bid Documents Available	February 24, 2025
Questions due by email at 1:00 PM	February 27, 2025
Bids due by 10:00 AM	March 3, 2025
Award Contract	March 2025
Work to be Completed	June, 2025

PROJECT SPECIAL PROVISIONS

CONTRACT PERIOD

The Contract period will begin upon the issuance of the Notice to Proceed, and will extend to June, 2025 unless another date is determined by the City.

ACCIDENT PREVENTION

The contractor shall exercise precaution at all times for the protection of persons and property. Safety provisions of all applicable laws, ordinances and OSHA standards shall be strictly observed.

ANTICIPATED WORK SCHEDULE

The Contractor shall provide a project schedule upon request by the City's Project Manager and provide weekly schedules until the completion of the project.

BASEMENT, FOUNDATION, AND MISC.

The bidder shall remove all of the foundation walls, slabs, sidewalks, driveways, parking areas around structure and fences within property lines and basement. The Contractor shall also remove all fences and scrub trees within property lines, remove junk vehicles, remove concrete slabs, foundations, and all debris to provide a clean site. The Contractor shall leave in place the stone retaining wall and steps adjacent to the City sidewalk.

DEBRIS DISPOSAL

Contractor shall submit to the City of Mount Holly wholly completed dump receipts and required asbestos disposal manifests. Failure to do so will not constitute a complete demolition and demolition job will not be eligible for submission of pay requests. Each bidder shall provide with their bid the location where the debris from this demolition will be dumped.

EROSION CONTROL AND SEDIMENT CONTROL

The Contractor shall provide all materials, labor, equipment and all other incidentals to provide proper Erosion and Sediment Control.

The Contractor shall take special precautions to avoid tracking or spilling dirt and debris onto the adjacent roadways, sidewalks and other private or public areas. The Contractor shall remove, clean and/or sweep all debris material in and around the project site at the end of each work day to the satisfaction of the City, and properly dispose of the material.

Manhole protection, inlet protection and silt fencing may be necessary at times during some project operations.

FILL MATERIAL

Openings, holes and voids shall be filled up to the surrounding ground level with suitable fill material. Contractor shall provide documentation from each source of fill verifying the fill to be free of contaminants. Contractor to ensure fill materials are free of rocks or lumps larger than 6 inches in greatest dimension. Pulverized building materials shall not be used as fill material. The entire parcel shall be left in a level, neat, safe and sanitary condition.

FINAL GRADE

Upon the completion of the demolition and removal operations, the final grade of the whole properties must consist of a smooth grade consistent with the grades of the surrounding properties. The Contractor shall complete final grading in such a way to ensure the site has proper drainage, there is no ponding of water, and that run off does not cause damage to adjacent properties.

HOURS OF OPERATION

Limit hours of operation to Monday through Friday during the hours of 7:00 AM to 6:00 PM. Special hours of operation outside the normal hours must be approved by the City's Project Manager.

LICENSES

Proof of State of North Carolina General Contractors License and any other licenses or certifications specific to project.

MISCELLANEOUS ITEMS ONSITE OR ADJACENT

All signs, flagpoles, foundations, patios, fences, garages, junk vehicles, sheds, and rubbish within the property shall be completely removed.

OBSTRUCTION OF STREETS AND RIGHT-OF-WAYS

The contractor will arrange to keep sidewalks open for traffic whenever possible and will block portions of streets only when deemed necessary to protect personnel or property. Warning signs and barricades shall be furnished and erected by the contractor when warranted. It is the contractor's responsibility to remove all surplus material and debris from streets as work progresses in order that the public will have adequate use of the affected streets.

PERMITS AND NOTICES

Contractor will comply with all laws and regulations of any public authority having jurisdiction over the work. The Contractor will also, at his own expense, and in his own name, obtain all permits, certificates, and licenses required by the City; shall carry on all work under this contract in strict conformity therewith, and shall save and keep harmless the City of Mount Holly from any expense incurred thereby. A copy of the demolition permit will be required with the submittal of invoices.

PROTECTION OF PERSONS AND PROPERTY

The Contractor shall assume and bear all risk of damage to the work, and all risk of any accident, or accidents, from whatsoever cause arising, until the work herein provided for shall be fully completed and accepted by the City.

QUALITY CONTROL

Contractor shall provide competent, suitable qualified personnel to survey, layout and construct the work as required by the Contract documents.

Contractor shall at all times maintain good discipline and order at the site.

All work shall be performed during regular working hours and shall not work on Saturday, Sunday or any legal holiday without the Owner's written consent given after prior written notice to Owner.

REMOVAL OF MATERIAL

The Contractor shall remove all rubbish and waste resulting from the demolition work. The Contractor shall use an approved dumpsite for depositing of all inert materials.

SALVAGE VALUE

The salvage value of the materials obtained from the demolition of the building shall be reflected in the lump sum price bid for Building Removal as herein specified.

SEEDING

Reseed or plant anew any grass plot or plots disturbed with a seed mix of 70% tall fescue, 20% perennial rye grass and 10% Kentucky Blue Grass applied at a rate of 100 pounds per acre. Straw shall also be applied to disturbed areas.

SIDEWALKS, DRIVEWAYS, CURBS AND PAVED AREAS

All public sidewalks and curbs shall remain undisturbed. All paved bituminous surfaces and concrete slabs within the demolition site but outside of the building footprints shall be completely removed. This recovered material shall be processed in accordance with Local, State and Federal Regulations. The Contractor shall leave in place the stone retaining wall and steps adjacent to the City sidewalk.

SITE CONDITIONS

At the end of each work day, the Contractor shall leave the premises in such condition that it will not constitute a public nuisance or hazard. This shall include removing debris from public streets, alleys, terraces, and sidewalks that are open to the public.

SITE DEMOLITION

The Contractor shall provide all labor, materials, equipment, and supplies necessary to complete all items as described herein. Any damage to property outside of what has been described in these specifications shall be restored to its original state or as directed by the City Engineer, at the Contractors expense.

TEMPORARY STRUCTURES

The Contractor shall furnish and erect all temporary sidewalks, barricade covers and other temporary structures necessary for the proper and safe conduct of the work and shall remove all such temporary structures upon the completion of the work under this contract, all without additional compensation therefore. The Contractor shall have a competent superintendent on the site at all times that work is in progress with full authority to act for him.

UNEXPECTED NECESSARY CHANGE TO WORK

In the event of an unanticipated, unforeseeable additional expense, the contractor is to take several steps upon discovery.

1. Contractor must contact City immediately and before any work is commenced to abate the issue.
2. Demolition may continue on other parts of the property that will not impact the specific issue.
3. A City representative will immediately come out to inspect the issue and make a determination on how the contractor is to proceed. Such decision may involve consultation with other departments, experts, or City representatives.
4. The City reserves the right to request bids for abatement of the specific unforeseen issue.

USE OF POTABLE WATER FOR PROJECT

Contractor shall provide an estimation of the amount of water that will be needed for said project with their bid documents. However, this water estimation shall not be included in their overall bid of the project. The contractor will be responsible for paying the City of Mount Holly for any water used during or for construction of the project. Upon agreement with City Engineer regarding the necessary amount of water needed the contractor will open a water account with the City of Mount Holly and only be allowed to obtain water from the fire hydrant located at the Waste Water Treatment Plant (201 Broome Street). All water bill balances must be paid in full prior to release of final payment and closeout of the project.

UTILITIES

Once demolition is complete the City of Mount Holly Utility Department will permanently cut and cap the water and sewer lines. (If Applicable)

PROJECT PROPOSAL SECTION

PROJECT NAME: Main Street Repaving Project

The undersigned, having carefully examined the site and familiarized himself with the existing conditions on the Project area affecting the cost of work and with the Contract Documents, the form of Proposal, form of Contract, Addenda (if any), Standard Specifications, Special Provisions, and plans/details/drawings, hereby proposes to furnish all supervision, labor, equipment, materials and services, including all utility and transportation services required to construct and complete the Project in accordance with the above listed documents at and for the Contract Sum as determined by the unit or lump sum prices bid for work in place.

The unit price list items are to be considered approximate only and are given as the basis for payment for work beyond the original scope. The City of Mount Holly may increase or decrease the amount of any item or portion of items as may be deemed necessary or expedient. An increase or decrease in the quantity of any item will not be regarded as sufficient grounds for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for in the Contract.

ACKNOWLEDGMENT OF ADDENDA

The Bidder hereby acknowledges receipt of any addenda

NUMBER: _____ DATE: _____ INITIAL: _____

NUMBER: _____ DATE: _____ INITIAL: _____

N/A

NUMBER: _____ DATE: _____ INITIAL: _____

NUMBER: _____ DATE: _____ INITIAL: _____

Company Name: **Quinn Sales, Inc.**

CITY OF MOUNT HOLLY
CONTRACT PROPOSAL

DESCRIPTION: MAIN STREET REPAVING PROJECT

DATE OF ADVERTISEMENT: FEBRUARY 24TH, 2025

BID OPENING: 10:00 AM on March 3rd, 2025

***** NOTICE *****

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. FOR CONTRACTS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD, BIDDERS ARE REQUIRED TO BECOME LICENSED BY THE NC LICENSING BOARD. NON-LICENSED BIDDERS ARE PERMITTED 60 DAYS AFTER BID OPENING TO OBTAIN PROPER LICENSING FOR THE TYPE OF PROJECT BEING LET. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

The undersigned, as BIDDER, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The BIDDER further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the specifications for the work and the contract documents relative thereto and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed. The BIDDER proposes and agrees if this proposal is accepted to contract with the CITY OF MOUNT HOLLY, North Carolina, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the construction of:

City of Mount Holly – MAIN STREET REPAVING PROJECT

In full and in complete accordance with the plans, specifications and contract documents, to the full and entire satisfaction of the City of Mount Holly, with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and Contract Documents **(DO include ALL Alternate Bids)**, and **all work shall conform to the City of Mount Holly Standards and Specifications or NCDOT's standards and specifications for Roads and Structures** for the sum of:

*This total is to include the base bid, plus contingency, and all alternates.

\$ 1,036,982.20

Unit prices will be used to pay for actual quantities or materials installed or work done and will be used in changes in quantities as authorized by the CITY MANAGER.

The BIDDER hereby proposes and agrees to commence work under this contract on a date to be specified in a written order of the CITY MANAGER and shall fully complete all work thereunder within the time proposed by the BIDDER on the bid proposal from and including said date. For each day in excess of the stated number of days, the CONTRACTOR shall pay the OWNER the sum stated in the General Conditions as liquidated damages.

RETURN BIDS TO: CITY OF MOUNT HOLLY

Attention: Elizabeth Bell

Title: Project Manager

Physical Address: 400 E. Central Ave., Mount Holly, North Carolina 28120

ALL BIDS MUST BE ACCOMPANIED BY A BID BOND OF 5% OF THE TOTAL CONTRACT COST AND MUST BE RECEIVED PRIOR TO THE DATE AND TIME LISTED ABOVE WITH THE OFFICIAL BID PACKET.

SPECIAL NOTE: Request for Proposals: Main Street Repaving Project is the official Project Manual for the bid on March 3rd, 2025. Submit all pages of this project manual.

Respectfully submitted this 3rd day of March 2025,

Quinn Sales, Inc.

Name of Firm or Corporation

By: _____

Witness

By: _____

Title: Senior Vice-President

PO Box 6280 Gastonia, NC 28056

Business Address

(Seal if Bid is by a corporation)

NC 6736

License No.

PROJECT: Main Street Repaving Project

BID FORM

***South Main Street from railroad crossing to 200 South Main Street**

"This City provided Bid Form must be filled out in full and submitted with the proposal"

The BIDDER agrees to perform all the contract work described in the specifications and shown on the plans for the following unit prices;

BASE BID SHALL BE UNIT PRICE BASED AS SHOWN BELOW:

<u>Item</u>	<u>Std. Item #</u>	<u>Sect.</u>	<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Bid Amount in Figures</u>
1	0000100000-N	800	Mobilization	1	LS	\$26,805.00	\$26,805.00
2	0043000000-N	226	Lump Sum Grading/Traffic Control**	1	LS	\$9,750.00	\$9,750.00
3	4893000000-E	SP	Special Burgundy/Brown Marking Paint for Crosswalks	2200	SF	\$11.55	\$25,410.00
4	City Standard	SP	Restamp Asphalt Crosswalks at newly paved Driveways Brick Pattern to Match City's Existing Crosswalks	2200	SF	\$15.00	\$33,000.00
5	4702000000-E	1205	24" Thermoplastic Marking Lines for Hi-Visibility Crosswalks (120mils)	452	LF	\$28.85	\$13,040.20
6	1575000000-E	620	Liquid Asphalt Binder for Plant Mix	25	Tons	\$560.00	\$14,000.00
7	1519000000-E	610	Asphalt Surface Course - I9.5B-various depth	370	Tons	\$161.50	\$59,755.00
8	1297000000-E	607	Milling Asphalt Pavement (1.5" to 2.5" depth)	3400	SY	\$9.12	\$31,008.00
9	1330000000-E	607	Incidental Milling – Tie-ins, etc.	35	SY	\$9.12	\$319.20
10	1120000000-E	545	Incidental Stone - Aggregate Base Course (ABC)	50	Tons	65.00	\$3,250.00
11	2830000000-N	858	Adjustment of Manholes	4	EA	78.00	\$312.00
12	2845000000-N	858	Adjustment of Meter Boxes or Valve Boxes	8	EA	156.00	\$1,248.00
13	4686000000-E	1205	4" Double Yellow Thermoplastic Marking Lines – 120 mil	700	LF	4.62	\$3,234.00
14	4685000000-E	1205	4" White Thermoplastic marking Lines – 90 mil	64	LF	2.90	\$185.60
15	4710000000-E	1205	24" White Thermoplastic Pavement Marking Lines - 120 mil	56	LF	28.85	\$1,615.60
16	4810000000-E	1205	Paint Pavement Marking Lines (4", 2 Paint Coats)	168	LF	1.75	\$294.00
			Total Base Bid			\$223,226.60	

BID FORM

***Alternate 2 – West Central Ave. from Oakland Street to South Main Street**

BASE BID SHALL BE UNIT PRICE BASED AS SHOWN BELOW:

<u>Item</u>	<u>Std. Item #</u>	<u>Sect.</u>	<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Bid Amount in Figures</u>
1	0000100000- N 0043000000- N	800 226	Mobilization/Traffic Control	1	LS	\$16,485.00	\$ 16,485.00
2	1575000000-E	620	Liquid Asphalt Binder for Plant Mix	20	Tons	\$560.00	\$ 11,200.00
3	1519000000-E	610	Asphalt Surface Course - 19.5B- various depth	250	Tons	\$150.00	\$ 37,500.00
4	1297000000-E	607	Milling Asphalt Pavement (1.5" to 2.5" depth)	2180	SY	\$ 8.70	\$ 18,966.00
5	1330000000-E	607	Incidental Milling - Tie-ins, etc.	20	SY	\$8.70	\$ 174.00
6	1120000000-E	545	Incidental Stone - Aggregate Base Course (ABC)	50	Tons	\$65.00	\$ 3,250.00
7	2830000000- N	858	Adjustment of Manholes	1	EA	\$78.00	\$ 78.00
8	2845000000- N	858	Adjustment of Meter Boxes or Valve Boxes	3	EA	\$156.00	\$ 468.00
9	4686000000-E	1205	4" Double Yellow Thermoplastic Marking Lines - 120 mil	35	LF	\$4.62	\$ 161.70
10	4710000000-E	1205	24" White Thermoplastic Pavement Marking Lines - 120 mil	12	LF	\$28.85	\$ 346.20
11	4810000000-E	1205	Paint Pavement Marking Lines (4", 2 Paint Coats)	370	LF	\$1.75	\$ 647.50
			Total Alternate 2 Bid Amount	\$ 89,276.40			

BID FORM

***Alternate 3 – East Central Ave. from South Main Street to NC-273**

BASE BID SHALL BE UNIT PRICE BASED AS SHOWN BELOW:

<u>Item</u>	<u>Std. Item #</u>	<u>Sect.</u>	<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Bid Amount in Figures</u>
1	0000100000- N 0043000000- N	800 226	Mobilization/Traffic Control	1	LS	\$23,985.00	\$23,985.00
2	1575000000-E	620	Liquid Asphalt Binder for Plant Mix	30	Tons	\$560.00	\$16,800.00
3	1519000000-E	610	Asphalt Surface Course - 19.5B- various depth	460	Tons	\$159.00	\$73,140.00
4	1297000000-E	607	Milling Asphalt Pavement (1.5" to 2.5" depth)	3800	SY	\$9.45	\$35,910.00
5	1330000000-E	607	Incidental Milling - Tie-ins, etc.	35	SY	\$9.45	\$330.75
6	1120000000-E	545	Incidental Stone - Aggregate Base Course (ABC)	50	Tons	\$65.00	\$3,250.00
7	2830000000- N	858	Adjustment of Manholes	3	EA	\$78.00	\$234.00
8	4686000000-E	1205	4" Double Yellow Thermoplastic Marking Lines - 120 mil	1045	LF	\$4.62	\$4,827.90
9	4710000000-E	1205	24" White Thermoplastic Pavement Marking Lines - 120 mil	12	LF	\$29.85	\$346.20
10	4810000000-E	1205	Paint Pavement Marking Lines (4", 2 Paint Coats)	175	LF	\$1.75	\$306.25
			Total Alternate 3 Bid Amount	\$159,130.00			

BID FORM

***Alternate 4 – North Hawthorne Street from NC-27 to Woodlawn Ave.**

BASE BID SHALL BE UNIT PRICE BASED AS SHOWN BELOW:

<u>Item</u>	<u>Std. Item #</u>	<u>Sect.</u>	<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Bid Amount in Figures</u>
1	0000100000- N 0043000000- N	800 226	Mobilization/Traffic Control	1	LS	\$ 35,288.00	\$ 35,288.00
2	1575000000-E	620	Liquid Asphalt Binder for Plant Mix	50	Tons	\$ 560.00	\$ 28,000.00
3	1519000000-E	610	Asphalt Surface Course - 19.5B- various depth	750	Tons	\$ 145.00	\$ 108,750.00
4	1297000000-E	607	Milling Asphalt Pavement (1.5" to 2.5" depth)	6750	SY	\$ 8.10	\$ 54,675.00
5	1330000000-E	607	Incidental Milling – Tie-ins, etc.	120	SY	\$ 8.10	\$ 972.00
6	1120000000-E	545	Incidental Stone - Aggregate Base Course (ABC)	50	Tons	\$ 65.00	\$ 3,250.00
7	2830000000- N	858	Adjustment of Manholes	8	EA	\$ 78.00	\$ 624.00
8	2845000000- N	858	Adjustment of Meter Boxes or Valve Boxes	4	EA	\$ 156.00	\$ 624.00
9	4686000000-E	1205	4" Double Yellow Thermoplastic Marking Lines – 120 mil	2500	LF	\$ 4.62	\$ 11,550.00
10	4710000000-E	1205	24" White Thermoplastic Pavement Marking Lines - 120 mil	30	LF	\$ 28.85	\$ 865.50
			Total Alternate 4 Bid Amount				
				\$244,598.50			

	Total Base Bid	\$ 223,226.60
	Total Alternate 1 Bid Amount	\$ 185,492.15
	Total Alternate 2 Bid Amount	\$ 89,276.40
	Total Alternate 3 Bid Amount	\$ 159,130.00
	Total Alternate 4 Bid Amount	\$ 244,598.50
Contingency	Owner's Contingency in the amount of fifteen (15%) percent of the base bid	\$ 135,258.55
	Grand Total Bid Amount (Including all alternates, and contingency)	\$ 1,036,982.20

Unit prices are complete for labor, equipment, material, overhead and profit. Base Bid includes the quantity of each item to be furnished complete according to the work shown on the plans and specifications and as estimated herein, inclusive of all appurtenances, as shown and specified.

The City of Mount Holly reserves the right to delete resurfacing maps if the overall price exceeds available funding.

***Lump Sum Grading/Traffic Control includes all grading and cleanup to finish project per plans and to leave construction areas, yards, lawns, etc. in like or better condition. This line item also includes all work zone signing (temporary and permanent), flagging, etc. to maintain traffic according to the MUTCD.*

INSTRUCTIONS TO BIDDERS

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

- 1.** The bid forms (in Main Street Repaving Project) furnished by **THE CITY OF MOUNT HOLLY** with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID FORMS FROM THE PROPOSAL!**
- 2.** All entries on the bid forms, including signatures, shall be written in ink.
- 3.** The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. *****Unit prices must be limited to TWO decimal places. *****
- 4.** An amount bid shall be entered on the bid form for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item and shall be written in figures in the "Amount Bid" column of the form.
- 5.** The total amount bid shall be written in figures in the proper place on the bid form. The total amount shall be determined by adding the amounts bid for each item, and the overall total bid is the total for the Main Street Repaving Project work plus ALL alternates.
- 6.** Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use "White Out" or similar product to make corrections.
- 7.** The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number
 - e. Contractor's License Number (If available)
- 8.** Bids submitted by corporations shall bear the seal of the corporation.
- 9.** The bid shall not contain any unauthorized additions, deletions, or conditional bids.
- 10.** The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

THE PROPOSAL WITH THE BID FORM STILL ATTACHED SHALL BE PLACED IN AN OPAQUE SEALED ENVELOPE, MARKED "PROPOSAL" AND BEARING THE TITLE OF THE BID, THE NAME OF THE BIDDER, AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE MUNICIPAL BUILDING LOCATED AT 400 E. CENTRAL AVE., MOUNT HOLLY, NORTH CAROLINA 28120, BY 10:00 AM ON March 3rd, 2025.

11. The sealed bid must display the following statement on the front of the sealed envelope:

"PROPOSAL FOR – MAIN STREET REPAVING PROJECT IN MOUNT HOLLY TO BE OPENED AT 10:00 A.M. ON March 3rd, 2025."

12. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

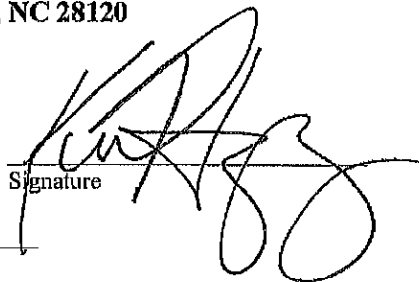
CITY OF MOUNT HOLLY

**Attn: Elizabeth Bell
400 E. Central Ave.
Mount Holly, NC 28120**

BIDDER:
Name

Kenneth R. Huggins
Printed

Signature



Title

Senior Vice-President

Company

Quinn Sales, Inc.

Address

PO Box 6280 Gastonia, NC 28056

Phone

704-865-2479

Email

kent@custompavingcompany.com

(Relevant) North Carolina License Number

6736

City of Mount Holly, NC

Main Street Repaving Project

EXECUTION OF BID

A CONTRACT FOR: Main Street Repaving Project

The person executing the Bid, on behalf of the Bidder, being first duly sworn, deposes and says that:

- (1) It is the intent of the Bidder to enter into this Contract to furnish materials, labor, and equipment required to perform all work specified in accordance with the instructions, terms, conditions, provisions, specifications, plans and all other Contract Documents incorporated into this Invitation to Bid;
- (2) He/She is fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;
- (3) Neither he/she, nor any official, agent or employee of the Bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is a restraint of free competitive bidding in connection with this Bid;
- (4) He/she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, or veteran's status.

Type of Bidder:

- ☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company
☒ Corporation ☐ Joint Venture (Check appropriate box)

BIDDER #1

Quinn Sales, Inc.

BIDDER #2

(If a Joint Venture or Partnership)

Name

Address

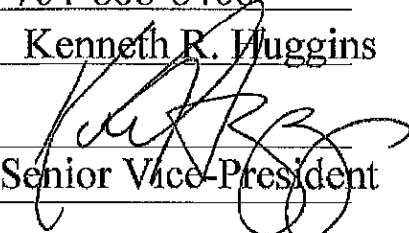
Phone

Fax

Printed Name

Signature

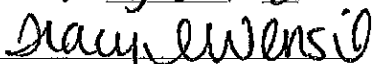
Title

PO Box 6280
 Gastonia, NC 28056
 704-865-2479
 704-868-8408
 Kenneth R. Huggins

 Senior Vice-President

Notary

Subscribed and sworn before me

This day of 3-3, 2025


 Signature

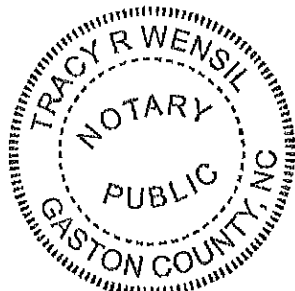
My commission expires 6/30/29

Subscribed and sworn before me

this day of _____, 20____

Signature

My commission expires _____



City of Mount Holly, NC

Main Street Repaving Project

AGREEMENT

City of Mount Holly, NC

Main Street Repaving Project

AGREEMENT

THIS CONTRACT, in four (4) copies, made and entered into this 5th day of March, 2025, by and between the City of Mount Holly hereinafter designated as the Owner, and Quinn Sales Inc. hereinafter designated as the Contractor.

The City of Mount Holly agrees to pay the Contractor for services as follows:

<u>Item</u>	<u>Description</u>	<u>Amount</u>
1.	Total Base Bid Amount	\$ <u>223,226.60</u>
2.	Total For All Alternates	\$ <u>1,78,497.05</u>
3.	Contingency	\$ <u>135,258.55</u>
4.	Purchase Order Amount	\$ <u>1,036,982.20</u>

WITNESSETH: That the parties hereto, each in consideration of the Agreements on the part of the other herein contained, have mutually agreed and hereby mutually agree, the Owner for itself and its successors and the Contractor for itself, himself, or themselves and its successors, his or their executors, administrators and assigns as follows:

Article 1. DESCRIPTION. Under this Agreement and Contract the Contractor shall furnish all personnel, labor, equipment and all other items necessary to provide for the project as set forth in the Request for Proposals for the **Main Street Repaving Project** and to perform all the work called for and described in the Contract Documents.

Article 2. In consideration of the payments to be made as hereinafter provided, and the performance of the Owner of all of the matters and things to be performed by the Owner and herein provided; the Contractor agrees, at his own sole cost and expense, to perform all the labor and services and to furnish all the labor and materials, plant and equipment necessary to complete, and to complete in good, substantial, workmanlike and approved manner, the work described under Article 1 hereof, within the time specified and in accordance with the terms, conditions and provisions of this Contract and with the instructions, orders and directions of the City Manager made in accordance with this Contract.

Article 3. The Owner agrees to pay and the Contractor agrees to accept as full compensation for all work done, and materials furnished, and for materials, equipment and supplies sold, and also for all costs and expenses incurred, and loss or damages sustained by reason of the action of the elements, or growing out of the nature of the work, and for all risk of unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by, or in consequence of, the suspension or discontinuance of the work as herein specified, and for faithfully completing the work and the whole thereof as herein provided, and for maintaining the work in good condition until the final payment is made, the prices stipulated in the Bid hereto attached.

City of Mount Holly, NC

Main Street Repaving Project

Article 4. The following documents shall constitute integral parts of the agreement, the whole to be collectively known and referred to as the Contract Documents: Invitation to Bid, Itemized Bid, Standard Provisions, Project Special Provisions, Addenda, Insurance certificate, E-Verify certification, and all interpretations of addenda to the Contract Documents issued by the Owner.

Article 5. If the Contractor shall fail to comply with any of the terms, conditions, provisions or stipulations of this Contract, according to the true intent and meaning thereof, then the Owner may make use of any or all remedies provided in that behalf in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands and seals and have executed this Agreement, in four copies the day and year first above written.

CONTRACTOR:

By:

Name:

Title:

KENNETH R. HUGGINS
SR. VICE-PRESIDENT

ATTEST:

Name:

Title:

[Signature]
president

OWNER:

City of Mount Holly

By:

Name:

Title:

(Seal)

Signed by:

[Signature]
F48591900EE74BA...

Jonathan Blanton

City Manager

ATTEST:

Name:

Title: City Clerk

DocuSigned by:

Vann Douglas
7EAE35F0A8F641F...

This instrument has been pre-audited in the manner required by the local Government Budget and Fiscal Control Act.

DocuSigned by:

Michelle Wood

BDE8C0DAF80A4F4...

Finance Officer, City of Mount Holly, NC

3/5/2025

Date

City of Mount Holly, NC

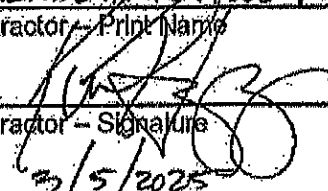
Main Street Repaving Project

IRAN DIVESTMENT ACT CERTIFICATION:

Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. 143C-6A-5(b), Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

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.

KENNETH R. HUGGINS SENIOR VICE PRESIDENT
 Contractor - Print Name

 Contractor - Signature
3/5/2025
 Date

Bid or
Proposal
Bond
(North Carolina)

Westfield Insurance Co.

Westfield Group SM
Westfield Center, Ohio 44251-5001

KNOW ALL MEN BY THESE PRESENTS, THAT WE, Quinn Sales Inc. dba Custom Paving Company,
P. O. Box 6280, Gastonia, NC 28056
as Principal, and the Westfield Insurance Company, a Corporation of the State of Ohio as Surety, who is duly
licensed to act as surety in North Carolina, are held and firmly bound unto City of Mount Holly, NC, 400 East Central
Avenue, P. O. Box 406, Mount Holly, NC 28120
as Obligee, in the penal sum of -----5% of bid amount and no/100-----
DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made,
we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

SIGNED, sealed and dated this 3rd day of March, 2025.

WHEREAS, the said Principal is herewith submitting proposal for Main Street Repaving Project

and the principal desires to file this Bid Bond in lieu of making the cash deposit as required by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the principal shall be
awarded the contract for which the bid is submitted and shall execute the contract and give bond for the faithful
performance thereof within ten days after the award of same to the principal, then this obligation shall be null
and void; but if the principal fails to so execute such contract and give performance bond as required by G.S.
143-129, the Surety shall, upon demand, forthwith pay to the obligee the amount set forth in the first paragraph
hereof.

Tracy Wensil, Witness to Principal

Lisa Francis
Lisa Francis, Witness to Surety

Quinn Sales, Inc.

By: [Signature]

(Principal)
Kenneth R. Huggins, Vice-President

WESTFIELD INSURANCE COMPANY

By: [Signature]

Pamela B. Paul

(Seal)

(Attorney-in-Fact)

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 09/15/06, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 3210002 15

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
THOMAS CRAIG WATSON, JR., WALTER H. GRAY, PAUL E. HENDRICKS, CHERYL J. RHOADES, MYRA M. WEAVER, MELLISSA W. SLAUGHTER, ROBERT P. WATSON, PAMELA B. PAUL, THOMAS C. WATSON, III, JOINTLY OR SEVERALLY

of **GASTONIA** and State of **NC** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 15th day of SEPTEMBER A.D., 2006.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr.

By:
Richard L. Kinnaird, Jr., Senior Executive

State of Ohio
County of Medina ss.:

On this 15th day of SEPTEMBER A.D., 2006, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



William J. Kahelin

William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 3rd day of March A.D., 2025.



Frank A. Carrino
Frank A. Carrino, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Watson Insurance Agency, Inc. 245 East Second Avenue P. O. Box 879 Gastonia NC 28053		CONTACT NAME: Pamela Paul PHONE (A/C, No, Ext): 704-854-4656 FAX (A/C, No): 704-866-9866 E-MAIL ADDRESS: ppaul@watsoninsurance.com	
		INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Quinn Sales, Inc. DBA Custom Paving Company Custom Building Systems & Custom Site Development PO Box 6280 Gastonia NC 28056		NAIC # 15350	

COVERAGES **CERTIFICATE NUMBER:** 1252336381 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE			ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS						
A	X	COMMERCIAL GENERAL LIABILITY			Y	Y	B638041	6/19/2024	6/19/2025	EACH OCCURRENCE	\$ 1,000,000			
		CLAIMS-MADE	X	OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000			
	X	Contractual								MED EXP (Any one person)	\$ 10,000			
	X	XCU								PERSONAL & ADV INJURY	\$ 1,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:									GENERAL AGGREGATE	\$ 3,000,000			
	X	POLICY	X	PRO-JECT						X	LOC	PRODUCTS - COMP/OP AGG	\$ 3,000,000	
	OTHER:									Property Damage Ded	\$ \$1,000			
A	AUTOMOBILE LIABILITY			Y	Y	B638041	6/19/2024	6/19/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000				
	X	ANY AUTO							BODILY INJURY (Per person)	\$				
	X	OWNED AUTOS ONLY	X						SCHEDULED AUTOS	BODILY INJURY (Per accident)	\$			
	X	HIRED AUTOS ONLY	X						NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident)	\$			
											\$			
											\$			
A	X	UMBRELLA LIAB	X	OCCUR	Y	Y	B638041	6/19/2024	6/19/2025	EACH OCCURRENCE	\$ 6,000,000			
		EXCESS LIAB		CLAIMS-MADE						AGGREGATE	\$ 6,000,000			
		DED	X	RETENTION \$ 0							\$			
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? Y / N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				N/A	Y	B638049	6/19/2024	6/19/2025	X	PER STATUTE		OTH-ER	
										E.L. EACH ACCIDENT	\$ 500,000			
										E.L. DISEASE - EA EMPLOYEE	\$ 500,000			
										E.L. DISEASE - POLICY LIMIT	\$ 500,000			
A	Inland Marine & Installation Floater			Y	Y	B638041	6/19/2024	6/19/2025	Leased/Rented/Install Inland Marine Ded: 300,000 Inst Floater Ded: 1,000 500					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Workers Compensation policy #B638041 provides coverage for the State of North Carolina under Part 1. Other States Coverage, Part 3 on the policy, provides coverage for ALL States except those listed in Item 3.A. and ND, OH, WA and WY
 RE: Main Street Repaving Project
 The City and its agents and employees are named as additional insureds on the General Liability policy for both ongoing and completed operations and as additional insured on the Auto Liability policy, but only for their interest in the work performed for them by the named insured under written contract. General Liability and Auto Liability coverages are primary and non-contributory. Waivers of subrogation apply to the General Liability, Auto Liability and Workers Compensation policies. The General Liability policy includes coverage for Products/Completed Operations, Personal Injury Liability and Contractual Liability assumed under the Indemnity provision of the Contract and Broad Form Property Damage, Explosion, Collapse and Underground Property Damage (XC&U) 30 Days Notice of Cancellation Applies for Material Change in Coverage and/or Limits; Except 10 Days for Non-payment of Premium

CERTIFICATE HOLDER City of Mount Holly 400 East Central Avenue P. O. Box 406 Mount Holly NC 28120	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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ADDITIONAL INTEREST NAME EXTENSION

An Additional Interest that requires additional space to display the complete name is shown in the schedule of this endorsement.

SCHEDULE

Form Applicable to Additional Interest:

CG2010 Add'l Insured-Owners/Lessees/Contr

Additional Interest Name:

Any person or organization for whom you have agreed, prior to the occurrence, to obtain additional insured coverage in a written contract

ADDITIONAL INTEREST NAME EXTENSION

An Additional Interest that requires additional space to display the complete name is shown in the schedule of this endorsement.

SCHEDULE

Form Applicable to Additional Interest:

CG2037 Add'l Insured-Owners/Contractors Completed Ops

Additional Interest Name:

Any person or organization for whom you have agreed, prior to the occurrence, to obtain additional Insured coverage in a written contract

POLICY NUMBER: B638041

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

Your projects away from premises owned or rented by you

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

B. Changes In Physical Damage Coverage

1. Paragraph A. Coverage is amended by the addition of:

Loan/Lease Gap Coverage

In the event of a total "loss" to a covered "auto", of the private passenger or "light or medium truck" type, to which a loss payee applies under the Commercial Auto Coverage Part, we will pay any unpaid amount due on the lease or loan for a covered "auto" less:

The amount paid under the policy's Physical Damage Coverage and any:

- a. Overdue or any deferred lease/loan payments at the time of the "loss";
- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- c. Security deposits not returned by the lessor;
- d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

This coverage applies only to "autos", of the private passenger or "light or medium truck" type, that:

- a. Are provided comprehensive and collision coverages by the attached policy and
- b. Have not been previously titled under the motor vehicle laws of any state.

The insurance provided is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

If Auto Loan/Lease Gap Coverage CA 20 71 is attached to this policy, the Loan/Lease Gap Coverage described above does not apply.

2. Paragraph A.2. Towing and Labor is replaced by:

2. Towing and Labor

We will pay up to a maximum of \$150 for towing and labor costs incurred each time a covered "auto", of the private passenger or "light or medium truck" type, is disabled. However, the labor must be performed at the place of disablement.

If a limit is shown in the Declarations for towing and labor costs, the Towing and Labor coverage described above does not apply.

3. Paragraph A.4.a. Transportation Expenses is replaced by:

a. Transportation Expenses

We will pay up to \$50 per day, to a maximum of \$1,500, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger or "light or medium truck" type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

4. Paragraph A.4.b. Loss of Use Expenses is replaced by:

b. Loss of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "Insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500.

If Optional Limits - Loss of Use Expenses Endorsement CA 99 90 is attached to this policy, the Loss of Use Expenses described above does not apply.

5. Paragraph A.4. Coverage Extensions is amended by the addition of:

Electronic Logging Devices

We will also pay, with respect to a covered "loss", up to \$5,000 in any one occurrence for the actual loss sustained to all electronic on-board recorder permanently installed in the "auto" but only with respect to a covered "auto".

7. Paragraph **C. Limits of Insurance** is amended by the addition of the following:

Waiver of Depreciation – Private Passenger Vehicle

If we deem a covered "auto", of the private passenger type, to be a total loss, within 180 days of your purchase of the "auto", and it has not been previously titled under the motor vehicle laws of any state, at our option, we may:

- a. Replace the covered "auto" with a new "auto" of like make, model and year or
- b. Pay you an amount equal to the cost of the covered "auto" new, including taxes.

This coverage does not apply to a leased "auto".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this endorsement and this Coverage Form's Physical Damage Coverage

If Replacement Cost Coverage - Private Passenger Types **CA 04 41** is attached to this policy, the waiver described above does not apply.

8. Paragraph **D. Deductible** is amended by the addition of the following:

Attached Autos

If you have a loss to more than one covered "auto" when such covered "autos" are attached to one another at the time of "loss", then our obligation to pay will be reduced by the single highest applicable deductible.

Auto and Other Property Loss

If you have a covered "loss" to Covered Property under a Commercial Property or Inland Marine Coverage Part under this policy and a covered "loss" to a covered "auto" or more than one covered "autos" that are attached to one another at the time of "loss", then our obligation to pay will be reduced by the single highest applicable deductible.

Glass Repair – Waiver Of Deductible

If the Declarations indicates that Comprehensive Coverage applies, no Comprehensive Coverage deductible applies to the cost of repairing damaged glass on the covered "auto(s)".

C. Changes In Business Auto Conditions and Motor Carrier Conditions

1. Paragraph **A.2.a. Duties In The Event Of Accident, Claim, Suit Or Loss** is amended by the addition of the following:

This duty applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual,
- (2) A partner, if you are a partnership.
- (3) A member or manager, if you are a limited liability company or
- (4) An executive officer or insurance manager, if you are a corporation.

2. Paragraph **A.5. Transfer of Rights of Recovery Against Others To Us** is amended by the addition of the following:

This condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- a. Under a written contract or agreement with such person(s) or organization(s); and
- b. Prior to the "accident" or the "loss."

3. Paragraphs **B.5.b.** in the Business Auto Coverage Form and **B.5.f.** in the Motor Carrier Coverage Form are deleted.

If symbol 08 or 68 is listed in the Covered Autos section of the Declarations as applying to any Physical Damage Coverages, this item does not apply.

4. Paragraph **B.5** is amended by the addition of the following:

Employee Hired Autos

For Hired Auto Physical Damage Coverage, any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business is deemed to be a covered "auto" you own.

If Employee Hired Autos Endorsement **CA 20 54** is attached to this policy, the Employee Hired Autos coverage described above does not apply.

D. Changes in Definitions

1. Paragraph **C.** is replaced by the following:

C. "Bodily Injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from any of these.

2. The following definition is added:

"Light or medium truck" means a truck of 20,000 lbs. or less gross vehicle weight.

COMMERCIAL LIABILITY UMBRELLA
CU 24 80 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following is added to Paragraph 9. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the Insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the Insured has waived its right of recovery against such person or organization prior to loss.

PURCHASE ORDER

BILL TO:

City of Mount Holly
400 E Central Ave
P. O. Box 406
Mount Holly NC 28120
PHONE: (704) 827-3931 FAX:

PURCHASE ORDER NO: 15852

This PO number must appear on all packages
and correspondence

Page 1 of 1

VENDOR: 33289

QUINN SALES, INC
PO BOX 6280
GASTONIA NC 28056

SHIP TO:

Streets & Solid Waste
218 Adrian St
MOUNT HOLLY NC 28120

(980) 310-1095

Notes to Vendor:

Order Date: 05/01/2025 Date Required: Ship Via:

Quantity	U/M	Catalog No	Description	Unit Price	Total
1.00			PARKING LOT PAVING (TRAUST)	248,419.9000	248,419.90
					SubTotal 248,419.90
					Sales Tax 0.00
					Order Total 248,419.90

Requested By: STEVEN HAYNIE

Approved for Payment: _____

Account Distribution

REVIEWED BY	APPROVED BY	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT
Jmills	Jmills	10-00-8000-550	CAPITAL OUTLAY	248,419.90

PARKING LOT PAVING (TRAUST)

NCGS 143-133.3 prohibits the Town from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina 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 North Carolina General Statutes.

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT

Authorized Signature: _____

BCond

Traust - Mount Holly Parking Lot

<u>Item #</u>	<u>Std. Item. No</u>	<u>Sect.</u>	<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Amount Bid</u>
	1575000000-E	620	Liquid Asphalt Binder for Plant Mix	50	Tons	\$ 565.63	\$ 28,281.50
	1519000000-E	610	Asphalt Surface Course - 19.5B- various depth	760	Tons	\$ 168.00	\$ 127,680.00
	1297000000-E	607	Milling Asphalt Pavement (1.5" to 2.5" depth)	6834	SY	\$ 8.20	\$ 56,038.80
	1330000000-E	607	Incidental Milling – Tie-ins, etc.	35	SY	\$ 13.00	\$ 455.00
	1120000000-E	545	Incidental Stone - Aggregate Base Course (ABC)	50	Tons	\$ 65.00	\$ 3,250.00
	2830000000-N	858	Adjustment of Manholes	4	EA	\$ 78.00	\$ 312.00
			Contingency				\$ 32,402.60

Total

\$ 248,419.90

**CITY OF MOUNT HOLLY
CHANGE ORDER**

PROJECT: Main Street Repaving Project

CHANGE ORDER NO. 2

CONTRACTOR: Quinn Sales Inc.

DESCRIPTION AND LOCATION OF CHANGE ORDER WORK:

The change order is in reference to the following: Milling and paving of the Traust Brewing Parking Lot. Items include 620 tons of liquid asphalt binder for plant mix priced at \$565.63 per ton, 760 tons of asphalt surface course 19.5B priced at \$168.00 per ton, 6834 square yards of milling asphalt pavement priced at \$8.20 per square yard, 35 square yards of incidental milling priced at \$13.00 per square yard, 50 tons of incidental stone aggregate base course priced at \$65.00 per ton, and 4 adjustment of manholes priced at \$78.00 each.

NEW CONTRACT SUM:

ORIGINAL CONTRACT SUM	\$901,723.65
CONTINGENCY	\$135,258.55
ORIGINAL CONTRACT TOTAL	\$1,036,982.20
CHANGE ORDER NO. 2 TOTAL	\$248,419.90
ADDITIONAL FUNDS IN CONTINGENCY	\$32,402.60

TIME EXTENSION FOR CHANGE ORDER NO. 2:

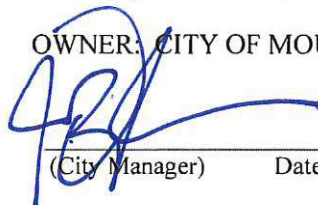
30 CALENDER DAYS

FINAL COMPLETE DATE IS July 31, 2025

BASIS OF AGREEMENT BETWEEN THE CITY OF MOUNT HOLLY AND CONTRACTOR

1. The Contractor agrees to perform the work described in this Change Order in consideration of the payment set out herein.
2. The terms and conditions of said contract are hereby ratified and remain in full force and effect except as modified by such Change Order(s) as may heretofore have been entered into between the City of Mount Holly and the Contractor and as modified by this Change Order.
3. All terms and conditions of this Change Order are herein set out and there are no agreements relating thereto not expressed herein.
4. This Change Order shall not constitute a release or waiver of any lawful claims that the Contractor has or may have against the City of Mount Holly except for the matters specifically covered herein.
5. Contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and Contractor's Insurance all work covered by this Change Order. Contractor will furnish to Owner evidence of increased coverage of his Performance and Payment Bonds for the accrued value of all Change Orders which exceeds the Original Contract Price by twenty percent (20%).
6. Witness whereof, the City of Mount Holly and the Contractor have caused this Change Order to be executed by their duly authorized representatives.

OWNER: CITY OF MOUNT HOLLY

 05-15/2025
(City Manager) Date

CONTRACTOR: Quinn Sales Inc.

 5/14/25
(Owner) Date



Regular Meeting Agenda Action Form

Meeting Date

August 11, 2025

From

Joshua Blackwell, Planner I
Planning

CONSENT AGENDA Item # 2

Approval of Release of One Lien for Nuisance Abatement
306 Cavin Avenue - Parcel ID# 123131

Will this require a public hearing?

No

Background/Purpose of Request

Staff is requesting that Council release one lien placed on 306 Cavin Ave, Gaston County Parcel ID: 123131, for trash, junk and debris removal in violation of the City's nuisance ordinance under old Section 8-9 of the City Code. The City has received payment for the cost of the lien documented in Book 5507 Page 275 at the Gaston County Register of Deeds.

Fiscal Impact

Will Item affect current budget? No.
Reviewed by Finance Director? No.
Preaudit Certification Required? No.
Capital Project Ordinance Required? No.
Budget Transfer Required? No.
Total City Dollars: NA
Budget Code: NA
Reviewed by City Attorney? No.

Manager/Staff Recommendation

Staff recommends the City Council release one lien placed on 306 Cavin Avenue.

Attachments

1. Book 5507 Page 275 - Lien Release - 306 Cavin Ave

NORTH CAROLINA
GASTON COUNTY

RELEASE OF LIEN

Drawn by & Return to: City of Mount Holly, PO Box 406, Mount Holly, NC 28120

THIS RELEASE, made and entered into this _____ day of _____ 20__, by and between CITY OF MOUNT HOLLY (Lienholder), Stewart A Carr (Debtor);

WITNESSETH:

THAT, the City of Mount Holly previously filed an ordinance establishing lien upon property identified as Tax Parcel ID# 123131 known as 306 Cavin Avenue, which lien was filed on September 23, 2024 at 3:55 P.M. in Deed Book 5507, Page 275 in the Gaston County Public Registry; and, Current Property Owner's deed was filed on June 16, 2020 at 2:24 P.M. in Book 5130, Page 2303 in the Gaston County Registry; and,

THAT, all sums have been paid in full.

NOW, THEREFORE, the City of Mount Holly does hereby release the above-referenced liens and has caused the execution of this Release by authority duly given.

CITY OF MOUNT HOLLY

BY: _____
David Moore
Mayor, City of Mount Holly

STATE OF NORTH CAROLINA
COUNTY OF GASTON
ACKNOWLEDGMENT

NOTARY

I, _____, A Notary Public in and for said County and State, do hereby certify that David Moore personally came before me this day and acknowledged that he is the Mayor of the CITY OF MOUNT HOLLY, a North Carolina municipal corporation, and that by authority duly given, the foregoing instrument was signed on behalf of the said CITY in its name by its Mayor, sealed with its corporate seal.

Witness my hand and notarial seal, this _____ day of _____, 20__.

My commission expires: _____
(seal)

Notary Public



Regular Meeting Agenda Action Form

Meeting Date

August 11, 2025

From

Nathaniel Jones, Planning Technician
Planning

CONSENT AGENDA Item # 3

Call for a Public Hearing to Update Chapter 6: Table of Permitted and Special Uses, and to Chapter 7: Notes to the Table: Note 3 to the City's Zoning Ordinance to Update Regulations Regarding Home Occupations. Case # TA-25-7.

Will this require a public hearing?

Yes

Background/Purpose of Request

This proposed text amendment has been submitted by staff and would update the process for how Home Occupations are permitted in the City, by removing the necessity of obtaining a special use permit (SUP), and move this approval to staff via the issuance of a permit. The approval process update would allow staff to review home occupation permits, associated site plans which would address parking, and any needed improvements. The update would amend Chapter 6 Table of Permitted and Special Uses- Section 6.1 Residential Uses to remove the need for a SUP, while the updates to Chapter 7 Notes to a Table: Note 3 would specify how an application is submitted, the fee for submittal -\$50.00, the regulations governing this use, as well as the process for recalling permits if, and when regulations are not followed. As a note, permit applications will be followed up by inspections by staff, and the City will coordinate with the County, and State for permit applications that require additional review. If this call is approved, a public hearing will be held by the Planning Commission on September 1st and by the City Council on September 8th, 2025 concerning the matter.

Fiscal Impact

Will Item affect current budget? No.
Reviewed by Finance Director? No.
Preaudit Certification Required? No.
Capital Project Ordinance Required? No.
Budget Transfer Required? No.
Total City Dollars: N/A
Budget Code: N/A
Reviewed by City Attorney? No.

Manager/Staff Recommendation

Staff recommends approval of the call, and the setting of both public hearings.

Attachments

1. Application & Redlines



**APPLICATION FOR TEXT AMENDMENT
CITY OF MOUNT HOLLY, NORTH CAROLINA**

Date Filed: 7/22/2025. Application Number: TA-25-7.

I, the undersigned, do hereby respectfully make a formal application for your review of my request concerning the text amendment described below:

1. The amendment is found in the City of Mount Holly Zoning Ordinance relating to:
Chapter 6 Table of uses and Chapter 7 Notes to a table. Regarding Home Occupation
2. The following statement best describes what you would like the text amendment to reflect: \
This proposed text amendment has been submitted by staff and would update the process for Home Occupations. This will remove the need for a special use permit, changing it to a standard application through the planning department with inspections and proof of state and county permits.
- 3.

Name: Nathaniel Jones.

Address: 400 E Central Avenue Mount Holly, NC 28120.

<u>704-616-4758</u>	<u>nathaniel.jones@mtholly.us</u>	<u>Nathaniel Jones</u>
Phone Number	Email	Signature of Applicant

INSTRUCTIONS: Applications must be TYPED or LEGIBLE and filed with the City of Mount Holly Planning & Development Department, together with the application fee in the amount of **\$250.00- (See Fee Schedule)** at least 30 days prior to the Planning Commission meeting for initial consideration.

§ 6.1 RESIDENTIAL USES.

<i>Use Types</i>	<i>Not e</i>	<i>R- A</i>	<i>R- 20</i>	<i>R - 1 2</i>	<i>R-10</i>	<i>R-8 SF</i>	<i>R- 8MF</i>	<i>R D</i>	<i>MHM U</i>	<i>O &I</i>	<i>B- 1</i>	<i>B- 2</i>	<i>B- 3</i>	<i>L- I</i>	<i>H- I</i>
Accessory dwelling unit	38	X	X	X	X	X		X							
Accessory use or building (non-commercial)		X	X	X	X	X	X	X	X	X					
Bed and breakfast	1									X					
Dwelling, apartment	5						X		S	X	X				
Dwelling, condominium	5						X	X	S	X	X				
Dwelling, duplex	40						X	X							
Dwelling, mixed-use								X	X	X	X				
Dwelling, multi-family	5						X		S	X	X				
Dwelling, single-family detached		X	X	X	X	X	X	X							
Dwelling, townhome	5, 39						X	X	S	X	X				
Family care home (6 or less)	2	X	X	X	X	X	X	X	X	X					
Family day-care home (5 or less)	2	S	S	S	S	S	S	S	S	X					
Home occupation	3	S X	S X	S X	S X	S X	S X	S X	S X	X					

CHAPTER 7: SPECIAL REQUIREMENT NOTES TO THE TABLE OF PERMITTED AND SPECIAL USES

Section

7.1 Notes to table

Editor's note:

The following sections provide the special requirement notes for the use indicated in the Table of Permitted and Special Uses. The development of the use must be in accordance with the notes.

§ 7.1 NOTES TO TABLE.

Note 3, Home Occupation.

- (1) General. A Home Occupation is an accessory use that allows the operation of selected businesses within a residence, which requires the issuance of a Home Occupations Permit. Home Occupations are permitted in residential zoning districts after applications are processed, deemed complete, and are approved by staff, after all inspections are completed. The application process will be administered by the Mount Holly Planning Department-which requires the applicant to submit a home occupation permit for consideration to staff, with the fee of payment of \$50.00. Along with the application, and the fee, a simple site plan would also be required. The site plan would highlight all plan elements, including parking that are associated with the proposed home occupation. Once the application is deemed complete & the fee received, staff will review the application packet. When the application packet meets the standards that the City has outlined below in Section 2 of this note, then the permit will be issued. Staff may conduct inspections to verify the veracity of the information presented on the application.
- (2) Requirements. Home Occupations must meet the standards listed below before a permit is issued, and follow these requirements during the entirety of the operation of the home-based business. Again, staff may do in-person inspections during the application process to determine whether all requirements are met. Once all standards met, and the fee is paid the permit shall be issued.
- (A) No person other than members of the immediate family occupying such dwelling shall be employed, and no one who does not reside in the home full time should be employed by the home occupation, or report to the home occupation for work.
- (B) No stock in trade (except articles produced by the members of the immediate family residing on the premises) shall be displayed or sold upon the premises.
- (C) No alteration of the principal building shall be made which changes the character thereof as a dwelling.
- (D) No more than 25% of the area of the dwelling shall be devoted to any home occupation.
- (E) The home occupations shall be conducted entirely within the principal building that is used as the residential dwelling. Home occupation shall not be operated out of an accessory building, ADU, or commercial vehicle. Commercial vehicles cannot be associated with the home occupation or stored on the property.
- (F) No chemical, mechanical or electrical equipment that creates odors, light emissions, noises or interference in radio or television reception detectable outside the dwelling shall be permitted.

(G) Only vehicles used primarily as passenger vehicles (e.g., automobiles, vans, pick-up trucks) shall be permitted in connection with the conduct of the home occupation.

(H) Only one visitor or patron shall be permitted at one time with no on-street parking. All parking should be provided entirely by the lot of the principle building that is used as the residential dwelling. Home occupations cannot use neighbor or public parking for their business.

(I) No outdoor storage shall be permitted.

(J) No home occupation shall be operated in such a manner as to cause a visual, audible, sensory or physical nuisance.

- (3) Violations and Revocation of permit. A violation of the approved home occupation permit could occur by not following all requirements found in Section 2 of this note. If a violation is reported or suspected, it will be investigated, if the violation is confirmed, then a violation letter will be sent through regular mail, and/or posted on the property to the registered owner(s) that is listed on the Gaston County GIS website. If three violations are substantiated by the staff against a permit holder, then, the permit will be revoked and the business will have to cease operations. If the home occupation does not cease operation as ordered to, then the City of Mount Holly may issue fines up to \$50 per day until the home occupation ceases. Staff also has the right to revoke an issued home occupation permit, if the structure or property associated with the home occupation is determined to be a public nuisance, as outlined in the City's Code of Laws. In both cases, City staff will send a letter to the owner(s) of record if a permit has been revoked. Once a permit has been revoked, regardless of the reason, no new home occupation shall be established until such time as the property is sold to a new owner. As a note, a change in ownership, type of business, etc. would require the new property owner or/and business to reach out to staff, and a new permit application would need to be applied for, paid for, reviewed, and issued by City staff.



Regular Meeting Agenda Action Form

Meeting Date

August 11, 2025

From

Tara Douglas, City Clerk
City Clerk

CONSENT AGENDA Item # 4

Reappointment of Gary Neely to the ABC Board

Will this require a public hearing?

No

Background/Purpose of Request

Reappointment of Gary Neely to the ABC Board.

Fiscal Impact

Will Item affect current budget?
Reviewed by Finance Director?
Preaudit Certification Required?
Capital Project Ordinance
Required?
Budget Transfer Required?
Total City Dollars:
Budget Code:
Reviewed by City Attorney?

Manager/Staff Recommendation**Attachments**

None



Regular Meeting Agenda Action Form

Meeting Date

August 11, 2025

From

Steven Haynie, Site Inspector
Public Works

CONSENT AGENDA Item # 5

Approval to Award Contract to LCS Site Development, LLC

Will this require a public hearing?

No

Background/Purpose of Request

Hawthorne Street Sewer Replacement Project: Bids were received and opened on July 3, 2025. Awarding the contract to the lowest bidder, LCS Site Development, LLC.

Fiscal Impact

Will Item affect current budget?
Reviewed by Finance Director?
Preaudit Certification Required?
Capital Project Ordinance
Required?
Budget Transfer Required?
Total City Dollars:
Budget Code:
Reviewed by City Attorney?

Manager/Staff Recommendation

Staff recommends awarding the contract to LCS Site Development, LLC.

Attachments

1. Hawthorne Street Sewer Replacement



Request for Proposals

HAWTHORNE STREET SEWER REPLACEMENT

Project Administrator: Elizabeth Bell
Phone Number: 980-951-0074 ext. 1003
Date of Advertisement: June 12, 2025
Sealed Bids Due Date: June 20, 2025, at 10:00 A.M. EST
Direct Inquiries To: elizabeth.bell@mtholly.us

BID FORM DOCUMENTS	
City of Mount Holly 400 East Central Avenue P.O. Box 406 Mount Holly, NC 28120	Refer <u>All</u> Inquiries to: Elizabeth Bell Office #: 704-951-0074 E-mail: Elizabeth.bell@mtholly.us
PROJECT:	Hawthorne Street Sewer Replacement
BID DUE DATE:	June 20, 2025 at 10:00 AM

INVITATION TO BID

Sealed bids will be received on or before **June 20, 2025 at 10:00 AM** at The City of Mount Holly 400 East Central Avenue, Mount Holly, NC 28120 at which time all bids will then be opened in the Council Chambers and all bid prices read aloud for the following:

Hawthorne Street Sewer Replacement Project

Bid Information: The Request for Proposals, that includes the bid Documents, plans, Instructions to Bidders, the Bid Form, and other documents may be obtained from the City's point of contact or from the City's website (www.mtholly.us).

Delay in Award: Bids may be held by the City for a period not to exceed sixty (60) calendar days from the date of the bid opening for the purpose of reviewing bids and investigating qualifications of Bidders.

Equal Employment Opportunity: Bidders will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, disability, or veteran's status.

The City seeks to enhance participation of Minority owned, Women-owned, and Small Business Enterprises (MWSBEs) in City contracting, and strongly encourages participation whenever possible.

Minority-owned Business Enterprise/ MBE: Refers to a business enterprise that: (i) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (ii) is at least fifty-one percent (51%) owned by one (1) or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (iii) has significant business presence in the Charlotte/ Mount Holly Combined Statistical Area.

Woman-owned Business Enterprise/ WBE: Refers to a business enterprise that: (i) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (ii) is at least fifty-one percent (51%) owned by one or more persons who are female; and (iii) has significant business presence in the Charlotte Combined Statistical Area.

Small Business Enterprise/SBE: Refers to a business enterprise that is certified by the City of Charlotte under Part E of the CBI Policy as meeting all of the requirements for SBE certification.

E-Verify Affidavit: All bidders shall include in their bid package an affidavit that they and all sub-contractors have complied with E-Verify or are exempt from the requirement.

Bid Form: The bid form provided in the City's Project Manual should be used in its entirety and shall not be altered in any way. Only a completely filled out bid form will meet the bidding requirements. All entries including signatures shall be written in ink.

Delivery of Bids: Bids may be mailed or hand delivered to the Project Manager on or before **10:00 AM on (Friday), June 20, 2025**. Please label the sealed bid envelope with the Project Name, Contractor's Name, and Bid Opening date and time. Bids submitted via facsimile (FAX) machine in response to this Invitation to Bid **will not** be acceptable. Bids are subject to rejection unless submitted on the forms contained in the Project Manual.

Bid Phase Contact: For information regarding this project during the bid phase contact:
Elizabeth Bell, City of Mount Holly.

3/16/2025 10:00 AM

Phone: 704.951.0074 Ext. 1003

Email: Elizabeth.bell@mtholly.us

Responsive and Responsible Bids: Formal and Informal bids are subject to the same lowest Responsive and Responsible bidder Standard. All bids should include the sufficient information that is required. Please make sure your bid is complete by including the following:

- Bid Bond – (only required for a construction or repair project \$500,000 and up, and must be at least 5% of the amount of the bid proposal)
- Insurance documents
- E-Verify
- City provided Bid Form filled out completely
- Acknowledgment of Addenda
- Execution of bid

STANDARD PROVISIONS

Project name: Hawthorne Street Sewer Replacement

SCOPE OF WORK: The project generally consists of the replacement of approximately 1,600 linear feet of existing 6-inch and 8-inch gravity sewer line that is a contributor to inflow and infiltration, has root intrusion, failing joints, and has limited capacity due to insufficient pipe slopes and substandard sizing. The proposed 8-inch SDR 35 gravity sewer is planned to parallel the existing sewer line along South Hawthorne Street from in front of Mount Holly Middle School, north to West Central Avenue, and then east along West Central Avenue approximately 100 feet beyond First Street. The proposed sewers are expected to all be installed within existing NCDOT and City Street rights-of-way.

ADDENDA

Addenda will be emailed to Bidders of Record and filed in the Office of the Project Manager. The Bidder shall be responsible for inquiring if Addenda have been issued. All such Addenda shall become part of the contract and all Bidders shall be bound by such Addenda whether or not received or acknowledged by the Bidder.

AWARDING OF CONTRACT

The City will award the contract conditioned upon funds being available and other governmental approvals as may be required. The bid will be evaluated based on the ability of the contractor to perform the work, past experiences with similar contracts (based on reference checks), the contractor's bid amounts and how the contractor is a responsive/responsible bidder. Since this is a service contract, the bid is not necessarily awarded based on the lowest bid. Consideration will be given only to proposals from Contractors who are experienced in the class of work proposed and who can refer to projects of similar magnitude and character that have been completed by them. The City also reserves the right to reject any and all proposals and to waive informalities and technicalities as it may deem to be in its best interest.

CARE OF WORK

The Contractor shall furnish and erect, at no additional cost to the City, whatever sidewalks, bridges, culverts, or other works as may be necessary for the protection of the public, including, but not limited to, barricades, fences, etc. and for the safe and proper execution of other public utility lines so as not to interfere therewith or damage or cause damage thereto. The Contractor shall be responsible for all subcontractors and damages to persons or property that occur as a result of his fault, omission, or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed hereunder until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City.

CHANGES

The City of Mount Holly City Manager may unilaterally change the work, materials and services to be performed, in accordance with City law, rule, or regulation. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the Contractor is entitled to receive. Any claim about an adjustment in time or money due to a change must be given in writing to the Project Manager, within thirty (30) days from the date that the Project Manager issued the change, or the claim is waived. The Contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

CITY OF MOUNT HOLLY DRUG-FREE WORKPLACE POLICY

The City is a drug-free workplace employer.

In order to be eligible to submit a bid or proposal for a City construction or service contract, a prospective contractor must certify that it will, if awarded the contract, provide a drug-free workplace during the performance of the contract. This requirement is met by:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken for violations of such prohibition;

- (2) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace, (2) the Contractor's policy of maintaining a drug-free workplace, (3) any available drug counseling, rehabilitation, and employee assistance program, and (4) the penalties that may be imposed upon employees for drug abuse violations;
- (3) Notifying each employee that as a condition of employment, the employee will (1) abide by the terms of the prohibition outlined in (1) above and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (4) Notifying the City within ten (10) calendar days after receiving from an employee a notice of a criminal drug statute conviction or otherwise receiving actual notice of such conviction;
- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of drug crime;
- (6) Making a good faith effort to continue to maintain a drug-free workplace for employees; and
- (7) Requiring any party to which it subcontracts any portion of the work under the contract to comply with the provisions of (1) through (6).

The Contractor certifies that it will comply with the City's drug-free workplace requirement. A false certification or the failure to comply with the above drug-free workplace requirements during the performance of a contract shall be grounds for suspension, termination or debarment.

CONTRACT ADMINISTRATION

A. The project manager, subject to paragraph B below, is the City representative. The project manager is authorized to:

- (1) serve as liaison between the City and Contractor;
- (2) give direction to the Contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract;
- (5) accept or reject the Contractor's performance;
- (6) furnish timely written notice of the Contractor's performance failures to the Assistant City Manager, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to the City; and
- (10) issue Notice to Proceed.

B. The project manager is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, effect a procurement, interpret ambiguities in contract language, or waive the City's contractual rights.

CONTINGENCY ALLOWANCE

A contingency allowance is included as a line item in the itemized proposal to the subtotal. The contingency may only be used by the contractor upon written instructions from the Project Manager. Any portion of the contingency remaining at the end of the contract will revert to the city. The City reserves the right to change the contingency amount prior to award.

Any amount of the contingency allowance that is requested must be executed by written change order, with the appropriate authorized signature(s). No claim for an addition to the contract sum or time extension shall be valid unless so ordered prior to the work actually being performed.

CONTRACTOR'S LICENSE FOR CONSTRUCTION CONTRACTS: The Contractor shall provide his/her relevant North Carolina License Number on the bid form.

CONTRACT BONDS (NCDOT Section 103-7 and 103-9)

The successful bidder, within fourteen (14) calendar days after the notice of award is received by him, shall provide the City with a contract payment bond and a contract performance bond each in an amount equal to the amount of the contract plus

contingency. Bonds are required with each contract \$50,000 and over of a project over \$300,000. All bonds shall be in conformance with G.S. 44A-33. The corporate surety furnishing the bonds shall be authorized to do business in North Carolina.

The successful bidder's failure to file acceptable bonds within fourteen (14) calendar days after the notice of award is received by him shall be just cause for the forfeiture of the bid bond or bid deposit and rescinding the award of the contract. Award may then be made to the next lowest responsible bidder or the work may be re-advertised and constructed under contract or otherwise, as the City may decide.

All bonds must be inclusive of the base bid plus the owner's contingency.

Performance and Payment Bond

The contractor shall furnish a Performance and Payment Bond in an amount equal to the contract price plus owner's contingency as security for the faithful performance and payment of all Contractor obligations under the Contract Document and covering the contractor's obligations to pay subcontractors and others for material and labor.

COST & PRICING DATA

The Contractor guarantees that any cost and/or pricing data provided to the City will be accurate and complete. The Contractor grants the City access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the Contractor's proposed price(s). The Contractor also agrees that the price to the City, including profit or fee, may, at the option of the City, be reduced to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the Contractor.

DEFINITION OF TERMS

Whenever the following terms are used in the Standard Specifications, in any of the Contract Documents, or in the plans, the intended meaning of such terms shall be as follows:

1. "State" or "Department" shall be replaced by the words "City of Mount Holly"
2. "Engineer" or "Resident Engineer" shall be replaced by the words "City Engineer or his duly authorized representative"
3. "Project Manager" shall be the person appointed by the "City" who is responsible for ensuring that the project is completed in accordance with the City's procedures
4. "Sampling and Testing by Department" shall be replaced by the words "Sampling and Testing by City or its approved testing agency"
5. "Inspection by Department" shall be replaced by the words "Inspection by the City or its duly authorized representative"
6. "City Standard" shall refer to the latest edition of "the City of Mount Holly Land Development Standards"
7. "City Water Main Standard" and "City Sanitary Sewer Standard" shall refer to the latest edition of "City of Mount Holly Land Development Standards"

DOCUMENTS, MATERIALS AND DATA

All documents, materials or data developed as a result of this contract is the City's property, unless specifically provided for in the contract. The City has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The Contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The Contractor shall keep confidential all documents, materials, and data prepared or developed by the Contractor or supplied by the City.

DURATION OF OBLIGATION

The Contractor agrees that all of Contractor's obligations and warranties which, directly or indirectly, are intended by their nature or by implication to survive performance of the contract shall so survive the completion of performance, termination for cause, or the termination for convenience of the contract.

ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in the contract, including any terms, conditions, documents or exhibits thereto, and these General Conditions. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the City to enter into the contract.

EXECUTION OF CONTRACT

As soon as possible following the bid-opening and receipt of the properly executed contract, the City will complete the execution of the contract, by collecting any performance/ payment bonds, if necessary, retain the original contract, and return two copies of the fully executed contract, including plans and specifications, to the Contractor. Additional sets may be obtained at the cost of printing.

- Please note: Performance/ Payment bonds are only required for a construction or repair project, with a contract costing over \$50,000, where the total of all contracts for the project exceeds \$300,000.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its agents and employees, from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there-from, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

INDEPENDENT CONTRACTOR

The Contractor is an independent contractor. The Contractor and the Contractor's employees or agents are not agents of the City. Neither these General Conditions nor the contract are intended to create, nor do they create any partnership, joint venture, agency or other relationship between the City and the Contractor.

INFRINGEMENT

Contractor represents and warrants that there is no copyright or patent infringement with respect to any goods or materials furnished pursuant to the contract. The Contractor shall indemnify and hold harmless the City with respect to costs, expenses, damages, and liability arising from or on account of any claim for infringement.

INSPECTIONS

The City has the right to monitor, inspect and evaluate or test all supplies, goods, or services called for by the contract at all reasonable places (including the Contractor's place of business) and times (including the period of preparation or manufacture).

INSURANCE REQUIREMENTS

Contractor's Liability and Other Insurance: The Contractor shall purchase and maintain with a company acceptable to the City and authorized to do business in the State of North Carolina, such insurance as will protect him from claims under workers' compensation laws, disability benefit laws or other similar employee benefit laws; from claims of damages because of bodily injury, occupational sickness or disease, or death of his employees; from claims for damages because of bodily injury and personal injury; and from claims for damage and destruction of tangible property, including loss of use resulting there-from — any or all of which may arise out of or result from the Contractor's operations under the Contract Documents, whether such operations be by himself or any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.

The insurance shall be written for not less than the limits of liability specified below.

Automobile: Bodily injury and property liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit — bodily injury and property damage combined.

Commercial General Liability: Bodily injury and property damage liability as shall protect the Contractor and any subcontractor performing work under this Contract from claims of bodily injury or property damage which arise from operations of this Contracts, whether such operations are performed by the Contractor, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this Contract and broad form property damage, explosion, collapse and underground property damage (XC&U). The coverage shall be on an occurrence basis.

Workers' Compensation and Employers' Liability: Shall meet the statutory requirement of the State of North Carolina, in an amount of \$100,000 each accident and disease – each employee and \$500,000 disease policy limit providing coverage for employees and owners.

The City shall be named as an additional insured under the commercial liability insurance for operations or services rendered under this Contract.

At the time of execution of the Contract, the Contractor shall provide the City with insurance certificates certifying that the foregoing insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be cancelled, allowed to expire, or be materially changed without giving the City thirty (30) days advance written notice by registered mail.

The Contractor is advised that if any part of the work under this Contract is sublet, he shall require the subcontractor(s) to carry insurance as required above. However, this will in no way relieve the Contractor from providing full insurance coverage on all phases of the Project, including any that is sublet.

When certain work is performed inside rights-of-way owned by railroads, North Carolina Department of Transportation or other agencies, both the Contractor and any subcontractors may be required to furnish individual insurance certificates made in favor by the controlling agency, with limits established by that agency.

DAMAGE CLAIMS

The contractor shall be responsible for handling all claims made for damages by private citizens in an expeditious manner.

LIQUIDATED DAMAGES

If the contractor fails to perform the work in the manner specified by the contract, the City may, at its option, assess the contractor for each day that the work is not performed. Before assessing liquidated damages, the City will notify the contractor of the problem and allow the contractor twenty-four (24) hours to take corrective action. The assessment will be equal to the cost the City incurred to take the necessary corrective action, or five hundred dollars (\$500.00), whichever is greater. The total assessment will not exceed the amount of the annual contract. If, after further written notice, the contractor fails to take corrective action, the City may terminate the contract and enter into an agreement with another contractor, or may perform the work itself.

NOTICE TO PROCEED

A Notice to Proceed will be issued to the Contractor upon receipt of a fully executed contract, insurance certificates and any other documentation required by the City. Mobilization must commence within thirty (30) calendar days of the issuance of the Notice to proceed unless another date was determined by the City.

PERIODIC PAYMENTS

The City will make periodic payments based on the work progress estimates prepared by the Project Manager and/or City Engineer and the payment request submitted by the Contractor on a monthly schedule established by the Engineer. Payment will be made within thirty (30) calendar days after receipt of a correct payment request.

The contractor shall submit progress invoicing on forms acceptable to the City and retainage as per North Carolina General Statutes of each monthly invoice to be released upon the acceptance of the improvements by the City.

Payment requests and tax statements shall be submitted on the forms provided by the City (see Tax Statement Submittal section of this contract).

The Contractor shall have a copy of his current payment request on the job site and it may be viewed by subcontractors upon request.

The contractor shall submit invoices on forms acceptable to the City and to the following:

Elizabeth Bell
City of Mount Holly
P.O. Box 406
400 East Central Ave
Mount Holly, NC 28120

PERSONNEL

The contractor's personnel shall, at all times, present a neat appearance, shall wear clothing identifying the company, and have the correct personal protection equipment as required by the City of Mount Holly and OSHA, all work shall be performed and all complaints handled with due regard to the City public relations. The contractor shall utilize competent employees in performing the work specified in this Agreement. At the request of the City, the contractor will replace any incompetent, unfaithful, abusive or disorderly person in his or her employ. The contractor is required and hereby agrees by accepting this contract, to pay all employees not less than the Federal Minimum Wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act as amended and changed from time to time. The contractor shall provide a statement that its firm is an Equal Opportunity Employer. Contractor agrees that all employees will be properly documented regarding their work statuses and will provide such documentation to the City upon request.

PRE-CONSTRUCTION CONFERENCE

A Pre-Construction Conference will be scheduled as soon as practical after the Notice of Award. The Contractor shall attend the conference along with the prospective job superintendent, any anticipated major subcontractors and major material suppliers. A proposed progress schedule in a form satisfactory to the Project Manager and/or City Engineer and a statement of the anticipated monthly progress payments showing the percent of progress each month shall be submitted. The City reserves the right to record

The Contractor shall also provide at least two (2) local telephone numbers that may be used to contact the Contractor or his authorized representative in the event of an emergency after normal business hours. Upon receipt of the required documentation, a Notice to Proceed will be issued by the Project Manager and/or City Engineer.

PROJECT CLOSEOUT DOCUMENTS

The Contract shall provide the following documents with the final pay request:

1. Contractor's Affidavit Release and Waiver of Claim
2. Contractor's Affidavit of Payment of Debts and Claims
3. State/County Sales/Use Tax Statement
4. Contractor's red-lined construction drawings (If Applicable)
5. As-built drawings (If Applicable)
6. Warrantee Information and Operations Manuals (if applicable)

No final payment will be authorized until these documents have been properly completed and submitted by the Contractor.

STANDARD SPECIFICATIONS

The 2024 edition of the North Carolina Department of Transportation, Standard Specifications for Roads and Structures, including all revisions, hereinafter referred to as the "Standard Specifications" shall apply to all portions of the project unless otherwise specified herein or in the current edition of the City's Land Development Code. (If Applicable)

SUBCONTRACTING

The City reserves the right to approve or waive any subcontractors in the performance of this contract. If the awarded contractor needs to supplement any efforts with another contractor, the City must receive this request in writing prior to any work commencing by a subcontractor. The City will in turn approve or deny this request, in writing.

TERMINATION BY THE CITY FOR CAUSE

1. The City may terminate the Contract if the Contractor:
 - Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
 - Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or,
 - Otherwise, is guilty of substantial breach of a provision of the Contract Documents.
2. When any of the above reasons exist, the City, upon certification by the City Manager that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety, if any, seven days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
 - Take possession of the site and all materials located therein;
 - Accept assignment of subcontractors; and,
 - Finish the work by whatever reasonable method the City may deem expedient. Upon request of the Contractor, the City shall furnish the Contractor a detailed accounting of the costs incurred by the Owner in finishing the work.
3. When the City terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment until the work is finished.
The City Manager shall have authority to terminate the Contract without additional authorization by City Council.
4. If the unpaid balance of the Contract Sum exceeds the actual costs of finishing the work, including compensation for additional services and expenses made necessary thereby, and other damages incurred by the City and not expressly waived, then such remaining balance shall be applied to payment of any additional amount owed to contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the City. The amount paid to the Contractor or the City, as the case may be, shall be certified by the City Manager, upon application, and this obligation for payment shall survive the termination of the Contract.

TERMINATION BY THE CITY FOR CONVENIENCE:

1. The City may, at any time, terminate the Contract for the City's convenience and without cause. Upon written notice from the City of such termination for the City's convenience, the Contractor shall:
 - Cease operations as directed by the City in the notice,
 - Take actions necessary, or that the City may direct, for the protection and preservation of the work; and,
 - Except for the work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
2. The City Manager shall have authority to terminate the Contract without additional authorization by City Council.
3. In case of such termination for the City's convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit for the completed work.

TIME

Time is of the essence in the performance by Contractor of the contract and of all ancillary matters arising there from.

SITE VISIT: Prospective bidders and/or bidder representatives are **ENCOURAGED** to visit the project site and apprise themselves of **all conditions** which will affect the performance of the work called for or reasonably implied by this Bid Document. Submission of a bid shall constitute sufficient evidence that no allowance will be made for unreported conditions, which a prudent bidder would recognize as affecting the performance of the work called for in this Bid Document.

Bidder is cautioned that any information released to attendees during site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in the Bid Documents, must be confirmed by written addendum before it can be considered to be a part of the Bid Documents. Bidder bidding otherwise does so at his own risk.

WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, and issuance of any required notice to proceed.

QUESTIONS

Please direct all questions and requests for information no later than 1:00 PM, June 17, 2025, by email to elizabeth.bell@mtholly.us

The deadline for questions will allow an addendum to be issued to clarify the project, if need be.

All requests for clarification/information shall be in writing. No verbal correspondence is considered binding.

Addendums, if necessary, will be posted on the City's web site. It shall be the bidder's responsibility to check the City's web site. Any/all Addendums will become a part of the RFP.

Prospective bidders must register and obtain an official set of the Bidding Documents through Quest by visiting www.mcgillbidline.com. These documents may be downloaded by selecting the project and finding the appropriate Quest Project Number. For assistance and free membership registration, contact QuestCDN at (952) 233-1632 or info@questcdn.com.

SCHEDULE OF EVENTS

The following schedule has been developed to ensure that vendors have adequate time to prepare and submit responses, and to permit the City of Mount Holly time to consider the bids presented.

Bid Documents Available	June 12, 2025
Questions due by email at 1:00 PM	June 17, 2025
Bids due by 10:00 AM	June 20, 2025
Award Contract	June 23, 2025
Work Hour Restrictions	Beginning Aug 11, 2025-Work hours are prohibited from 7-9am and 1:30-4pm
Work to be Completed	Sept 12, 2025

PROJECT SPECIAL PROVISIONS**CONTRACT PERIOD**

The Contract period will begin upon the issuance of the Notice to Proceed, and will extend to September 12, 2025, unless another date is determined by the City.

ACCIDENT PREVENTION

The contractor shall exercise precaution at all times for the protection of persons and property. Safety provisions of all applicable laws, ordinances and OSHA standards shall be strictly observed.

ANTICIPATED WORK SCHEDULE

The Contractor shall provide a project schedule upon request by the City's Project Manager and provide weekly schedules until the completion of the project.

DEBRIS DISPOSAL

Contractor shall submit to the City of Mount Holly wholly completed dump receipts and required asbestos disposal manifests. Failure to do so will not constitute a complete demolition and demolition job will not be eligible for submission of pay requests. Each bidder shall provide with their bid the location where the debris from this demolition will be dumped.

EROSION CONTROL AND SEDIMENT CONTROL

The Contractor shall provide all materials, labor, equipment and all other incidentals to provide proper Erosion and Sediment Control.

The Contractor shall take special precautions to avoid tracking or spilling dirt and debris onto the adjacent roadways, sidewalks and other private or public areas. The Contractor shall remove, clean and/or sweep all debris material in and around the project site at the end of each work day to the satisfaction of the City, and properly dispose of the material.

Manhole protection, inlet protection and silt fencing may be necessary at times during some project operations.

FILL MATERIAL

Openings, holes and voids shall be filled up to the surrounding ground level with suitable fill material. Contractor shall provide documentation from each source of fill verifying the fill to be free of contaminants. Contractor to ensure fill materials are free of rocks or lumps larger than 6 inches in greatest dimension. Pulverized building materials shall not be used as fill material. The entire parcel shall be left in a level, neat, safe and sanitary condition.

FINAL GRADE

Upon the completion of the demolition and removal operations, the final grade of the whole properties must consist of a smooth grade consistent with the grades of the surrounding properties. The Contractor shall complete final grading in such a way to ensure the site has proper drainage, there is no ponding of water, and that run off does not cause damage to adjacent properties.

HOURS OF OPERATION

Limit hours of operation to Monday through Friday during the hours of 7:00 AM to 6:00 PM until August 11, 2025. **Should the Contractor have work remaining to be completed after August 11, 2025, no work shall be performed Monday through Friday from 7:00 AM to 9:00 AM or from 1:30 PM to 4:00 PM.** Special hours of operation outside the normal hours must be approved by the City's Project Manager.

LICENSES

Proof of State of North Carolina General Contractors License and any other licenses or certifications specific to project.

MISCELLANEOUS ITEMS ONSITE OR ADJACENT

All signs, flagpoles, foundations, patios, fences, garages, junk vehicles, sheds, and rubbish within the property shall be completely removed.

OBSTRUCTION OF STREETS AND RIGHT-OF-WAYS

PERMITS AND NOTICES

Contractor will comply with all laws and regulations of any public authority having jurisdiction over the work. The Contractor will also, at his own expense, and in his own name, obtain all permits, certificates, and licenses required by the City; shall carry on all work under this contract in strict conformity therewith, and shall save and keep harmless the City of Mount Holly from any expense incurred thereby. A copy of the demolition permit will be required with the submittal of invoices.

PROTECTION OF PERSONS AND PROPERTY

The Contractor shall assume and bear all risk of damage to the work, and all risk of any accident, or accidents, from whatsoever cause arising, until the work herein provided for shall be fully completed and accepted by the City.

QUALITY CONTROL

Contractor shall provide competent, suitable qualified personnel to survey, layout and construct the work as required by the Contract documents.

Contractor shall at all times maintain good discipline and order at the site.

REMOVAL OF MATERIAL

The Contractor shall remove all rubbish and waste resulting from the work. The Contractor shall use an approved dumpsite for depositing of all inert materials.

SEEDING

Reseed or plant anew any grass plot or plots disturbed with a seed mix of 70% tall fescue, 20% perennial rye grass and 10% Kentucky Blue Grass applied at a rate of 100 pounds per acre. Straw shall also be applied to disturbed areas.

SIDEWALKS, DRIVEWAYS, CURBS AND PAVED AREAS

All public sidewalks and curbs shall remain that are disturbed shall be replaced in accordance with the plans, details, and specifications. All paved bituminous surfaces shall be repaired in accordance with the plans, details and specifications.

SITE CONDITIONS

At the end of each work day, the Contractor shall leave the premises in such condition that it will not constitute a public nuisance or hazard. This shall include removing debris from public streets, alleys, terraces, and sidewalks that are open to the public.

SITE DEMOLITION

The Contractor shall provide all labor, materials, equipment, and supplies necessary to complete all items as described herein. Any damage to property outside of what has been described in these specifications shall be restored to its original state or as directed by the City Engineer, at the Contractors expense.

TEMPORARY STRUCTURES

The Contractor shall furnish and erect all temporary sidewalks, barricade covers and other temporary structures necessary for the proper and safe conduct of the work and shall remove all such temporary structures upon the completion of the work under this contract, all without additional compensation therefore. The Contractor shall have a competent superintendent on the site at all times that work is in progress with full authority to act for him.

UNEXPECTED NECESSARY CHANGE TO WORK

In the event of an unanticipated, unforeseeable additional expense, the contractor is to take several steps upon discovery.

1. Contractor must contact City immediately and before any work is commenced to abate the issue.
2. Demolition may continue on other parts of the property that will not impact the specific issue.
3. A City representative will immediately come out to inspect the issue and make a determination on how the contractor is to proceed. Such decision may involve consultation with other departments, experts, or City representatives.
4. The City reserves the right to request bids for abatement of the specific unforeseen issue.

PROJECT PROPOSAL SECTION**PROJECT NAME: Hawthorne Street Sewer Replacement**

The undersigned, having carefully examined the site and familiarized himself with the existing conditions on the Project area affecting the cost of work and with the Contract Documents, the form of Proposal, form of Contract, Addenda (if any), Standard Specifications, Special Provisions, and plans/details/drawings, hereby proposes to furnish all supervision, labor, equipment, materials and services, including all utility and transportation services required to construct and complete the Project in accordance with the above listed documents at and for the Contract Sum as determined by the unit or lump sum prices bid for work in place.

The unit price list items are to be considered approximate only and are given as the basis for payment for work beyond the original scope. The City of Mount Holly may increase or decrease the amount of any item or portion of items as may be deemed necessary or expedient. An increase or decrease in the quantity of any item will not be regarded as sufficient grounds for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for in the Contract.

LCS Site Development LLC

ACKNOWLEDGMENT OF ADDENDA

The Bidder hereby acknowledges receipt of any addenda

NUMBER: 1 DATE: 6-20 INITIAL: RS

NUMBER: _____ DATE: _____ INITIAL: _____

NUMBER: _____ DATE: _____ INITIAL: _____

NUMBER: _____ DATE: _____ INITIAL: _____

Company Name: LCS Site Development LLC

PROJECT: Hawthorne Street Sewer Replacement

BID FORM

"This City provided Bid Form must be filled out in full and submitted with the proposal"

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
1	Mobilization (maximum 3%)	LS	1	\$ 2,880	\$ 2,880
2	8" SDR 35 PVC Gravity Sewers	LF	1780	\$ 70.00	\$ 124,600
3	4' Diameter Manhole	EA	1	\$ 18,576.35	\$ 18,576.35
4	4' Diameter Standard Manhole	EA	9	\$ 7604.53	\$ 68,444.79
5	Connect to Existing Manhole	EA	1	\$ 8,448.91	\$ 8,448.91
6	6" Sewer Service Connection	EA	3	\$ 3,747.54	\$ 11,242.61
7	4" Sewer Service Connection	EA	5	\$ 2,712.27	\$ 13,561.34
8	Manhole Demolition and Abandonment	EA	8	\$ 2,991.63	\$ 23,933
9	Abandon Sewer Line with Flowable Fill	LF	2100	\$8.00	\$ 16,800
10	Asphalt Road Repair (Per Detail R-125)	LF	1200	\$ 34.50	\$ 41,400
11	Asphalt Road Repair NCDOT (Per Detail ST-1)	LF	700	\$ 170.99	\$ 119,694.75
12	Concrete Sidewalk Repair	LF	20	\$ 175.00	\$ 3,500
13	Curb and Gutter Repair	EA	5	\$ 1,000	\$ 5,000
Contingency	Owner's Contingency	LS	1	\$40,000	\$ 40,000
Base Bid plus Contingency					\$ 498,077.75

Math errors present in these lines. Errors do not affect bid outcome

BIDDER:

Name

Robert Simcox

Printed

Signature

Title

Owner

Company

LCS Site Development LLC

Address

P.O. Box 698, Mount Ulla, NC, 28125

Phone

980-549-1290

Email

Robert@lcssitedev.com

(Relevant) North Carolina License Number 105412

EXECUTION OF BID**A CONTRACT FOR: Hawthorne Street Sewer Replacement**

The person executing the Bid, on behalf of the Bidder, being first duly sworn, deposes and says that:

- (1) It is the intent of the Bidder to enter into this Contract to furnish materials, labor, and equipment required to perform all work specified in accordance with the instructions, terms, conditions, provisions, specifications, plans and all other Contract Documents incorporated into this Invitation to Bid;
- (2) He/She is fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;
- (3) Neither he/she, nor any official, agent or employee of the Bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is a restraint of free competitive bidding in connection with this Bid;
- (4) He/she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, or veteran's status.

Type of Bidder:

☐ Sole Proprietor☐ Partnership☒ Limited Liability Company☐ Corporation☐ Joint Venture (Check appropriate box)**BIDDER #1****BIDDER #2**

(If a Joint Venture or Partnership)

Name

Robert Simcox

Address

PO Box 698, Mount Ulla, NC, 28125

Phone

980-549-1290

Fax

Printed Name

Robert Simcox

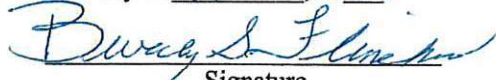
Signature

Title

Owner

Notary

Subscribed and sworn before me
This day of 19, 2025


Signature

My commission expires August 4th, 29

Subscribed and sworn before me
this day of _____, 20__

Signature

My commission expires _____



CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

INSURED LAND CLEARING SOLUTIONS LLC
 NAME AND LCS SITE DEVELOPMENT LLC
 ADDRESS PO BOX 698
 MOUNT ULLA, NC 28125-0698
 ethan.perkins@lcssitedv.com

CERTIFICATE
 HOLDER

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTR CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POL EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CY PERIOD
 WHICH THIS
 HE TERMS,

X	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
☒	COMMERCIAL GENERAL LIABILITY - OCCURRENCE GEN'L AGGREGATE APPLIES PER POLICY	X		CPP 0142145	06/28/2024	06/28/2025	GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOPS AGGREGATE \$2,000,000 PERSONAL & ADV INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$100,000 MED EXP (Any one person) \$5,000
☐	BUSINESSOWNERS						EACH OCCURRENCE \$ AGGREGATE \$
☒	AUTOMOBILE LIABILITY			BAP 2211911	2/28/2024	06/28/2025	COMBINED SINGLE LIMIT (Each accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
☒	SCHEDULED AUTOS						
☒	HIRED AUTOS						
☒	NON-OWNED AUTOS						
☐	GARAGE LIABILITY						
☐	(Other)						
☒	EXCESS LIABILITY - OCCURRENCE			UP 7711977	03/21/2025	03/21/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
☒	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY POLICY APPLIES TO THE WORKERS COMPENSATION LAW IN THE STATE OF NC	N/A		WC 0268130	03/21/2025	03/21/2026	WC STATUTORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
☐	OTHER:						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

DATE 05/02/2025

K. K. K.

IRAN DIVESTMENT ACT CERTIFICATION:

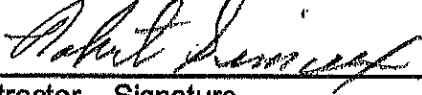
Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. 143C-6A-5(b), Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

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.

LCS Site Development LLC

Contractor – Print Name



Contractor – Signature

06/19/2025

Date

AGREEMENT

AGREEMENT

THIS CONTRACT, in four (4) copies, made and entered into this ____ day of _____, 2025, by and between the City of Mount Holly hereinafter designated as the Owner, and _____ hereinafter designated as the Contractor.

The City of Mount Holly agrees to pay the Contractor for services as follows:

<u>Item</u>	<u>Description</u>	<u>Amount</u>
1.	Total Base Bid Amount	\$ _____
2.	Contingency	\$ _____
3.	Purchase Order Amount	\$ _____

WITNESSETH: That the parties hereto, each in consideration of the Agreements on the part of the other herein contained, have mutually agreed and hereby mutually agree, the Owner for itself and its successors and the Contractor for itself, himself, or themselves and its successors, his or their executors, administrators and assigns as follows:

Article 1. DESCRIPTION. Under this Agreement and Contract the Contractor shall furnish all personnel, labor, equipment and all other items necessary to provide for the project as set forth in the Request for Proposals for the Hawthorne Street Sewer Replacement project and to perform all the work called for and described in the Contract Documents.

Article 2. In consideration of the payments to be made as hereinafter provided, and the performance of the Owner of all of the matters and things to be performed by the Owner and herein provided; the Contractor agrees, at his own sole cost and expense, to perform all the labor and services and to furnish all the labor and materials, plant and equipment necessary to complete, and to complete in good, substantial, workmanlike and approved manner, the work described under Article 1 hereof, within the time specified and in accordance with the terms, conditions and provisions of this Contract and with the instructions, orders and directions of the City Manager made in accordance with this Contract.

Article 3. The Owner agrees to pay and the Contractor agrees to accept as full compensation for all work done, and materials furnished, and for materials, equipment and supplies sold, and also for all costs and expenses incurred, and loss or damages sustained by reason of the action of the elements, or growing out of the nature of the work, and for all risk of unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by, or in consequence of, the suspension or discontinuance of the work as herein specified, and for faithfully completing the work and the whole thereof as herein provided, and for maintaining the work in good condition until the final payment is made, the prices stipulated in the Bid hereto attached.

Article 4. The following documents shall constitute integral parts of the agreement, the whole to be collectively known and referred to as the Contract Documents: Invitation to Bid, Itemized Bid, Standard Provisions, Project Special Provisions, Addenda, Insurance certificate, E-Verify certification, and all interpretations of addenda to the Contract Documents issued by the Owner.

Article 5. If the Contractor shall fail to comply with any of the terms, conditions, provisions or stipulations of this Contract, according to the true intent and meaning thereof, then the Owner may make use of any or all remedies provided in that behalf in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands and seals and have executed this Agreement, in four copies the day and year first above written.

CONTRACTOR:

ATTEST:

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

OWNER:

ATTEST:

City of Mount Holly

By: _____

Name: _____

Name: Jonathan Blanton

Title: City Clerk

Title: City Manager

(Seal)

This instrument has been pre-audited in the manner required by the local Government Budget and Fiscal Control Act.

Finance Officer, City of Mount Holly, NC

Date

IRAN DIVESTMENT ACT CERTIFICATION:

Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. 143C-6A-5(b), Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

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.

Contractor – Print Name

Contractor – Signature

Date



Regular Meeting Agenda Action Form

Meeting Date

August 11, 2025

From

Steven Haynie, Site Inspector
Public Works

CONSENT AGENDA Item # 6

Approval to Award Contract to Fairwood Construction

Will this require a public hearing?

No

Background/Purpose of Request

Fiscal Impact

Will Item affect current budget?
Reviewed by Finance Director?
Preaudit Certification Required?
Capital Project Ordinance
Required?
Budget Transfer Required?
Total City Dollars:
Budget Code:
Reviewed by City Attorney?

Manager/Staff Recommendation

Staff recommends awarding the contract to Fairwood Construction.

Attachments

1. 500 E. Central Ave. Facade Replacement



500 E Central Ave. Façade Renovation

Project Administrator: Elizabeth Bell
Phone Number: 980-951-0074 ext. 1003
Direct Inquiries To: elizabeth.bell@mtholly.us

STANDARD PROVISIONS

Project name: 500 E Central Ave. Façade Renovation

SCOPE OF WORK:

This project will include the demo and removal of the pebble finish stucco and brick veneer to the structure. Install a new exterior sheathing with a vapor barrier. Sawcut and remove the asphalt 2 feet out from the wall for a new footing. Excavate for a new footing, epoxy dowel rebar into the existing footing and place a new 18-inch-wide X 1-foot-deep new footing along the perimeter. Lay a new brick veneer tied to the existing wall (brick selection required). Provide a new parapet wall coping (color selection required). Install one new awning at entry Approx. 8 feet wide X 6 foot deep. Install new asphalt paving roughly 6 feet out from the building along the work area. Modify sewer cleanout as needed to facilitate new work. Design fees are included.

AWARDING OF CONTRACT

The City will award the contract conditioned upon funds being available and other governmental approvals as may be required. Consideration will be given only to proposals from Contractors who are experienced in the class of work proposed and who can refer to projects of similar magnitude and character that have been completed by them. The City also reserves the right to reject any and all proposals and to waive informalities and technicalities as it may deem to be in its best interest.

CARE OF WORK

The Contractor shall furnish and erect, at no additional cost to the City, whatever sidewalks, bridges, culverts, or other works as may be necessary for the protection of the public, including, but not limited to, barricades, fences, etc. and for the safe and proper execution of other public utility lines so as not to interfere therewith or damage or cause damage thereto. The Contractor shall be responsible for all subcontractors and damages to persons or property that occur as a result of his fault, omission, or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed hereunder until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City.

CHANGES

The City of Mount Holly City Manager may unilaterally change the work, materials and services to be performed, in accordance with City law, rule, or regulation. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the Contractor is entitled to receive. Any claim about an adjustment in time or money due to a change must be given in writing to the Project Manager, within thirty (30) days from the date that the Project Manager issued the change, or the claim is waived. The Contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

CITY OF MOUNT HOLLY DRUG-FREE WORKPLACE POLICY

The City is a drug-free workplace employer.

In order to be eligible to submit a bid or proposal for a City construction or service contract, a prospective contractor must certify that it will, if awarded the contract, provide a drug-free workplace during the performance of the contract. This requirement is met by:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken for violations of such prohibition;
- (2) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace, (2) the Contractor's policy of maintaining a drug-free workplace, (3) any available drug counseling, rehabilitation, and employee assistance program, and (4) the penalties that may be imposed upon employees for drug abuse violations;
- (3) Notifying each employee that as a condition of employment, the employee will (1) abide by the terms of the prohibition outlined in (1) above and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

- (4) Notifying the City within ten (10) calendar days after receiving from an employee a notice of a criminal drug statute conviction or otherwise receiving actual notice of such conviction;
- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of drug crime;
- (6) Making a good faith effort to continue to maintain a drug-free workplace for employees; and
- (7) Requiring any party to which it subcontracts any portion of the work under the contract to comply with the provisions of (1) through (6).

The Contractor certifies that it will comply with the City's drug-free workplace requirement. A false certification or the failure to comply with the above drug-free workplace requirements during the performance of a contract shall be grounds for suspension, termination or debarment.

CONTRACT ADMINISTRATION

- A. The project manager, subject to paragraph B below, is the City representative. The project manager is authorized to:
- (1) serve as liaison between the City and Contractor;
 - (2) give direction to the Contractor to ensure satisfactory and complete performance;
 - (3) monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
 - (4) serve as records custodian for this contract;
 - (5) accept or reject the Contractor's performance;
 - (6) furnish timely written notice of the Contractor's performance failures to the Assistant City Manager, as appropriate;
 - (7) prepare required reports;
 - (8) approve or reject invoices for payment;
 - (9) recommend contract modifications or terminations to the City; and
 - (10) issue Notice to Proceed.

B. The project manager is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, effect a procurement, interpret ambiguities in contract language, or waive the City's contractual rights.

CONTINGENCY ALLOWANCE

A contingency allowance is included as a line item in the itemized proposal to the subtotal. The contingency may only be used by the contractor upon written instructions from the Project Manager. Any portion of the contingency remaining at the end of the contract will revert to the city. The City reserves the right to change the contingency amount prior to award.

Any amount of the contingency allowance that is requested must be executed by written change order, with the appropriate authorized signature(s). No claim for an addition to the contract sum or time extension shall be valid unless so ordered prior to the work actually being performed.

CONTRACTOR'S LICENSE FOR CONSTRUCTION CONTRACTS: The Contractor shall provide his/her relevant North Carolina License Number.

COST & PRICING DATA

The Contractor guarantees that any cost and/or pricing data provided to the City will be accurate and complete. The Contractor grants the City access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the Contractor's proposed price(s). The Contractor also agrees that the price to the City, including profit or fee, may, at the option of the City, be reduced to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the Contractor.

DEFINITION OF TERMS

Whenever the following terms are used in the Standard Specifications, in any of the Contract Documents, or in the plans, the intended meaning of such terms shall be as follows:

1. "State" or "Department" shall be replaced by the words "City of Mount Holly"
2. "Engineer" or "Resident Engineer" shall be replaced by the words "City Engineer or his duly authorized representative"
3. "Project Manager" shall be the person appointed by the "City" who is responsible for ensuring that the project is completed in accordance with the City's procedures
4. "Sampling and Testing by Department" shall be replaced by the words "Sampling and Testing by City or its approved testing agency"
5. "Inspection by Department" shall be replaced by the words "Inspection by the City or its duly authorized representative"
6. "City Standard" shall refer to the latest edition of "the City of Mount Holly Land Development Standards"
7. "City Water Main Standard" and "City Sanitary Sewer Standard" shall refer to the latest edition of "City of Mount Holly Land Development Standards"

DOCUMENTS, MATERIALS AND DATA

All documents, materials or data developed as a result of this contract is the City's property, unless specifically provided for in the contract. The City has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The Contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The Contractor shall keep confidential all documents, materials, and data prepared or developed by the Contractor or supplied by the City.

DURATION OF OBLIGATION

The Contractor agrees that all of Contractor's obligations and warranties which, directly or indirectly, are intended by their nature or by implication to survive performance of the contract shall so survive the completion of performance, termination for cause, or the termination for convenience of the contract.

ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in the contract, including any terms, conditions, documents or exhibits thereto, and these General Conditions. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the City to enter into the contract.

EXECUTION OF CONTRACT

As soon as possible following the bid-opening and receipt of the properly executed contract, the City will complete the execution of the contract, by collecting any performance/ payment bonds, if necessary, retain the original contract, and return two copies of the fully executed contract, including plans and specifications, to the Contractor. Additional sets may be obtained at the cost of printing.

- Please note: Performance/ Payment bonds are only required for a construction or repair project, with a contract costing over \$50,000, where the total of all contracts for the project exceeds \$300,000.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its agents and employees, from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages,

compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

INDEPENDENT CONTRACTOR

The Contractor is an independent contractor. The Contractor and the Contractor's employees or agents are not agents of the City. Neither these General Conditions nor the contract are intended to create, nor do they create any partnership, joint venture, agency or other relationship between the City and the Contractor.

INFRINGEMENT

Contractor represents and warrants that there is no copyright or patent infringement with respect to any goods or materials furnished pursuant to the contract. The Contractor shall indemnify and hold harmless the City with respect to costs, expenses, damages, and liability arising from or on account of any claim for infringement.

INSPECTIONS

The City has the right to monitor, inspect and evaluate or test all supplies, goods, or services called for by the contract at all reasonable places (including the Contractor's place of business) and times (including the period of preparation or manufacture).

INSURANCE REQUIREMENTS

Contractor's Liability and Other Insurance: The Contractor shall purchase and maintain with a company acceptable to the City and authorized to do business in the State of North Carolina, such insurance as will protect him from claims under workers' compensation laws, disability benefit laws or other similar employee benefit laws; from claims of damages because of bodily injury, occupational sickness or disease, or death of his employees; from claims for damages because of bodily injury and personal injury; and from claims for damage and destruction of tangible property, including loss of use resulting therefrom – any or all of which may arise out of or result from the Contractor's operations under the Contract Documents, whether such operations be by himself or any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.

The insurance shall be written for not less than the limits of liability specified below.

Automobile: Bodily injury and property liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit – bodily injury and property damage combined.

Commercial General Liability: Bodily injury and property damage liability as shall protect the Contractor and any subcontractor performing work under this Contract from claims of bodily injury or property damage which arise from operations of this Contracts, whether such operations are performed by the Contractor, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this Contract and broad form property damage, explosion, collapse and underground property damage (XC&U). The coverage shall be on an occurrence basis.

Workers' Compensation and Employers' Liability: Shall meet the statutory requirement of the State of North Carolina, in an amount of \$100,000 each accident and disease – each employee and \$500,000 disease policy limit providing coverage for employees and owners.

The City shall be named as an additional insured under the commercial liability insurance for operations or services rendered under this Contract.

At the time of execution of the Contract, the Contractor shall provide the City with insurance certificates certifying that the foregoing insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be cancelled, allowed to expire, or be materially changed without giving the City thirty (30) days advance written notice by registered mail.

The Contractor is advised that if any part of the work under this Contract is sublet, he shall require the subcontractor(s) to carry insurance as required above. However, this will in no way relieve the Contractor from providing full insurance coverage on all phases of the Project, including any that is sublet.

When certain work is performed inside rights-of-way owned by railroads, North Carolina Department of Transportation or other agencies, both the Contractor and any subcontractors may be required to furnish individual insurance certificates made in favor by the controlling agency, with limits established by that agency.

DAMAGE CLAIMS

The contractor shall be responsible for handling all claims made for damages by private citizens in an expeditious manner.

LIQUIDATED DAMAGES

If the contractor fails to perform the work in the manner specified by the contract, the City may, at its option, assess the contractor for each day that the work is not performed. Before assessing liquidated damages, the City will notify the contractor of the problem and allow the contractor twenty-four (24) hours to take corrective action. The assessment will be equal to the cost the City incurred to take the necessary corrective action, or five hundred dollars (\$500.00), whichever is greater. The total assessment will not exceed the amount of the annual contract. If, after further written notice, the contractor fails to take corrective action, the City may terminate the contract and enter into an agreement with another contractor, or may perform the work itself.

NOTICE TO PROCEED

A Notice to Proceed will be issued to the Contractor upon receipt of a fully executed contract, insurance certificates and any other documentation required by the City. Mobilization must commence within thirty (30) calendar days of the issuance of the Notice to proceed unless another date was determined by the City.

PERIODIC PAYMENTS

The City will make periodic payments based on the work progress estimates prepared by the Project Manager and/or City Engineer and the payment request submitted by the Contractor on a monthly schedule established by the Engineer. Payment will be made within thirty (30) calendar days after receipt of a correct payment request.

The contractor shall submit progress invoicing on forms acceptable to the City and retainage as per North Carolina General Statutes of each monthly invoice to be released upon the acceptance of the improvements by the City.

Payment requests and tax statements shall be submitted on the forms provided by the City (see Tax Statement Submittal section of this contract).

The Contractor shall have a copy of his current payment request on the job site and it may be viewed by subcontractors upon request.

The contractor shall submit invoices on forms acceptable to the City and to the following:

Elizabeth Bell
City of Mount Holly
P.O. Box 406
400 East Central Ave
Mount Holly, NC 28120

PERSONNEL

The contractor's personnel shall, at all times, present a neat appearance, shall wear clothing identifying the company, and have the correct personal protection equipment as required by the City of Mount Holly and OSHA, all work shall be performed and all complaints handled with due regard to the City public relations. The contractor shall utilize competent employees in performing the work specified in this Agreement. At the request of the City, the contractor will replace any incompetent, unfaithful, abusive or disorderly person in his or her employ. The contractor is required and hereby agrees by accepting this contract, to pay all employees not less than the Federal Minimum Wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act as amended and changed from time to time. The contractor shall provide a statement that its firm is an Equal Opportunity Employer. Contractor agrees that all employees will be properly documented regarding their work statuses and will provide such documentation to the City upon request.

PRE-CONSTRUCTION CONFERENCE

A Pre-Construction Conference will be scheduled as soon as practical after the Notice of Award. The Contractor shall attend the conference along with the prospective job superintendent, any anticipated major subcontractors and major material suppliers. A proposed progress schedule in a form satisfactory to the Project Manager and/or City Engineer and a statement of the anticipated monthly progress payments showing the percent of progress each month shall be submitted. The City reserves the right to record

The Contractor shall also provide at least two (2) local telephone numbers that may be used to contact the Contractor or his authorized representative in the event of an emergency after normal business hours. Upon receipt of the required documentation, a Notice to Proceed will be issued by the Project Manager and/or City Engineer.

PROJECT CLOSEOUT DOCUMENTS

The Contract shall provide the following documents with the final pay request:

1. Contractor's Affidavit Release and Waiver of Claim
2. Contractor's Affidavit of Payment of Debts and Claims
3. State/County Sales/Use Tax Statement
4. Contractor's red-lined construction drawings (If Applicable)
5. As-built drawings (If Applicable)
6. Warrantee Information and Operations Manuals (if applicable)

No final payment will be authorized until these documents have been properly completed and submitted by the Contractor.

STANDARD SPECIFICATIONS

The 2024 edition of the North Carolina Department of Transportation, Standard Specifications for Roads and Structures, including all revisions, hereinafter referred to as the "Standard Specifications" shall apply to all portions of the project unless otherwise specified herein or in the current edition of the City's Land Development Code. (If Applicable)

SUBCONTRACTING

The City reserves the right to approve or waive any subcontractors in the performance of this contract. If the awarded contractor needs to supplement any efforts with another contractor, the City must receive this request in writing prior to any work commencing by a subcontractor. The City will in turn approve or deny this request, in writing.

TERMINATION BY THE CITY FOR CAUSE

1. The City may terminate the Contract if the Contractor:
 - Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
 - Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or,
 - Otherwise, is guilty of substantial breach of a provision of the Contract Documents.
2. When any of the above reasons exist, the City, upon certification by the City Manager that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety, if any, seven days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
 - Take possession of the site and all materials located therein;
 - Accept assignment of subcontractors; and,
 - Finish the work by whatever reasonable method the City may deem expedient. Upon request of the Contractor, the City shall furnish the Contractor a detailed accounting of the costs incurred by the Owner in finishing the work.
3. When the City terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment until the work is finished.

The City Manager shall have authority to terminate the Contract without additional authorization by City Council.

4. If the unpaid balance of the Contract Sum exceeds the actual costs of finishing the work, including compensation for additional services and expenses made necessary thereby, and other damages incurred by the City and not expressly waived, then such remaining balance shall be applied to payment of any additional amount owed to contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the City. The amount paid to the Contractor or the City, as the case may be, shall be certified by the City Manager, upon application, and this obligation for payment shall survive the termination of the Contract.

TERMINATION BY THE CITY FOR CONVENIENCE;

1. The City may, at any time, terminate the Contract for the City's convenience and without cause. Upon written notice from the City of such termination for the City's convenience, the Contractor shall:
Cease operations as directed by the City in the notice,
Take actions necessary, or that the City may direct, for the protection and preservation of the work; and,
Except for the work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
2. The City Manager shall have authority to terminate the Contract without additional authorization by City Council.
3. In case of such termination for the City's convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit for the completed work.

TIME

Time is of the essence in the performance by Contractor of the contract and of all ancillary matters arising there from.

WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, and issuance of any required notice to proceed.

PROJECT SPECIAL PROVISIONS**CONTRACT PERIOD**

The Contract period will begin upon the issuance of the Notice to Proceed, and will extend for 3 months, unless another date is determined by the City.

ACCIDENT PREVENTION

The contractor shall exercise precaution at all times for the protection of persons and property. Safety provisions of all applicable laws, ordinances and OSHA standards shall be strictly observed.

ANTICIPATED WORK SCHEDULE

The Contractor shall provide a project schedule upon request by the City's Project Manager and provide weekly schedules until the completion of the project.

DEBRIS DISPOSAL

Contractor shall submit to the City of Mount Holly wholly completed dump receipts and required asbestos disposal manifests. Failure to do so will not constitute a complete demolition and demolition job will not be eligible for submission of pay requests. Each bidder shall provide with their bid the location where the debris from this demolition will be dumped.

EROSION CONTROL AND SEDIMENT CONTROL

The Contractor shall provide all materials, labor, equipment and all other incidentals to provide proper Erosion and Sediment Control.

The Contractor shall take special precautions to avoid tracking or spilling dirt and debris onto the adjacent roadways, sidewalks and other private or public areas. The Contractor shall remove, clean and/or sweep all debris material in and around the project site at the end of each work day to the satisfaction of the City, and properly dispose of the material.

Manhole protection, inlet protection and silt fencing may be necessary at times during some project operations.

FILL MATERIAL

Openings, holes and voids shall be filled up to the surrounding ground level with suitable fill material. Contractor shall provide documentation from each source of fill verifying the fill to be free of contaminants. Contractor to ensure fill materials are free of rocks or lumps larger than 6 inches in greatest dimension. Pulverized building materials shall not be used as fill material. The entire parcel shall be left in a level, neat, safe and sanitary condition.

FINAL GRADE

Upon the completion of the demolition and removal operations, the final grade of the whole properties must consist of a smooth grade consistent with the grades of the surrounding properties. The Contractor shall complete final grading in such a way to ensure the site has proper drainage, there is no ponding of water, and that run off does not cause damage to adjacent properties.

HOURS OF OPERATION

Limit hours of operation to Monday through Friday during the hours of 7:00 AM to 6:00 PM. Special hours of operation outside the normal hours must be approved by the City's Project Manager.

LICENSES

Proof of State of North Carolina General Contractors License and any other licenses or certifications specific to project.

MISCELLANEOUS ITEMS ONSITE OR ADJACENT

All signs, flagpoles, foundations, patios, fences, garages, junk vehicles, sheds, and rubbish within the property shall be completely removed.

OBSTRUCTION OF STREETS AND RIGHT-OF-WAYS

The contractor will arrange to keep sidewalks open for traffic whenever possible and will block portions of streets only when deemed necessary to protect personnel or property. Warning signs and barricades shall be furnished and erected by the

contractor when warranted. It is the contractor's responsibility to remove all surplus material and debris from streets as work progresses in order that the public will have adequate use of the affected streets.

PERMITS AND NOTICES

Contractor will comply with all laws and regulations of any public authority having jurisdiction over the work. The Contractor will also, at his own expense, and in his own name, obtain all permits, certificates, and licenses required by the City; shall carry on all work under this contract in strict conformity therewith, and shall save and keep harmless the City of Mount Holly from any expense incurred thereby. A copy of the demolition permit will be required with the submittal of invoices.

PROTECTION OF PERSONS AND PROPERTY

The Contractor shall assume and bear all risk of damage to the work, and all risk of any accident, or accidents, from whatsoever cause arising, until the work herein provided for shall be fully completed and accepted by the City.

QUALITY CONTROL

Contractor shall provide competent, suitable qualified personnel to survey, layout and construct the work as required by the Contract documents.

Contractor shall at all times maintain good discipline and order at the site.

All work shall be performed during regular working hours and shall not work on Saturday, Sunday or any legal holiday without the Owner's written consent given after prior written notice to Owner.

REMOVAL OF MATERIAL

The Contractor shall remove all rubbish and waste resulting from the demolition work. The Contractor shall use an approved dumpsite for depositing of all inert materials.

SALVAGE VALUE

The salvage value of the materials obtained from the demolition of the building shall be reflected in the lump sum price bid for Building Removal as herein specified.

SEEDING

Reseed or plant anew any grass plot or plots disturbed with a seed mix of 70% tall fescue, 20% perennial rye grass and 10% Kentucky Blue Grass applied at a rate of 100 pounds per acre. Straw shall also be applied to disturbed areas.

SIDEWALKS, DRIVEWAYS, CURBS AND PAVED AREAS

All public sidewalks and curbs shall remain undisturbed. All paved bituminous surfaces and concrete slabs within the demolition site but outside of the building footprints shall be completely removed. This recovered material shall be processed in accordance with Local, State and Federal Regulations. The Contractor shall leave in place the stone retaining wall and steps adjacent to the City sidewalk.

SITE CONDITIONS

At the end of each work day, the Contractor shall leave the premises in such condition that it will not constitute a public nuisance or hazard. This shall include removing debris from public streets, alleys, terraces, and sidewalks that are open to the public.

SITE DEMOLITION

The Contractor shall provide all labor, materials, equipment, and supplies necessary to complete all items as described herein. Any damage to property outside of what has been described in these specifications shall be restored to its original state or as directed by the City Engineer, at the Contractors expense.

TEMPORARY STRUCTURES

The Contractor shall furnish and erect all temporary sidewalks, barricade covers and other temporary structures necessary for the proper and safe conduct of the work and shall remove all such temporary structures upon the completion of the work under this contract, all without additional compensation therefore. The Contractor shall have a competent superintendent on the site at all times that work is in progress with full authority to act for him.

UNEXPECTED NECESSARY CHANGE TO WORK

In the event of an unanticipated, unforeseeable additional expense, the contractor is to take several steps upon discovery.

1. Contractor must contact City immediately and before any work is commenced to abate the issue.
2. Demolition may continue on other parts of the property that will not impact the specific issue.
3. A City representative will immediately come out to inspect the issue and make a determination on how the contractor is to proceed. Such decision may involve consultation with other departments, experts, or City representatives.
4. The City reserves the right to request bids for abatement of the specific unforeseen issue.

USE OF POTABLE WATER FOR PROJECT

Contractor shall provide an estimation of the amount of water that will be needed for said project with their bid documents. However, this water estimation shall not be included in their overall bid of the project. The contractor will be responsible for paying the City of Mount Holly for any water used during or for construction of the project. Upon agreement with City Engineer regarding the necessary amount of water needed the contractor will open a water account with the City of Mount Holly and only be allowed to obtain water from the fire hydrant located at the Waste Water Treatment Plant (201 Broome Street). All water bill balances must be paid in full prior to release of final payment and closeout of the project.

UTILITIES

Once demolition is complete the City of Mount Holly Utility Department will permanently cut and cap the water and sewer lines. (If Applicable)

AGREEMENT

AGREEMENT

THIS CONTRACT, in four (4) copies, made and entered into this ____ day of _____, 2025, by and between the City of Mount Holly hereinafter designated as the Owner, and Fairwood Construction hereinafter designated as the Contractor.

The City of Mount Holly agrees to pay the Contractor for services as follows:

<u>Item</u>	<u>Description</u>	<u>Amount</u>
1.	Total Project Amount	\$ <u>151,161.00</u>
2.	Contingency	\$ <u>37,915.25</u>
3.	Purchase Order Amount	\$ <u>189,576.25</u>

WITNESSETH: That the parties hereto, each in consideration of the Agreements on the part of the other herein contained, have mutually agreed and hereby mutually agree, the Owner for itself and its successors and the Contractor for itself, himself, or themselves and its successors, his or their executors, administrators and assigns as follows:

Article 1. DESCRIPTION. Under this Agreement and Contract the Contractor shall furnish all personnel, labor, equipment and all other items necessary to provide for the project as set forth in the Request for Proposals for the **500 E Central Ave. Façade Renovation project** and to perform all the work called for and described in the Contract Documents.

Article 2. In consideration of the payments to be made as hereinafter provided, and the performance of the Owner of all of the matters and things to be performed by the Owner and herein provided; the Contractor agrees, at his own sole cost and expense, to perform all the labor and services and to furnish all the labor and materials, plant and equipment necessary to complete, and to complete in good, substantial, workmanlike and approved manner, the work described under Article 1 hereof, within the time specified and in accordance with the terms, conditions and provisions of this Contract and with the instructions, orders and directions of the City Manager made in accordance with this Contract.

Article 3. The Owner agrees to pay and the Contractor agrees to accept as full compensation for all work done, and materials furnished, and for materials, equipment and supplies sold, and also for all costs and expenses incurred, and loss or damages sustained by reason of the action of the elements, or growing out of the nature of the work, and for all risk of unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by, or in consequence of, the suspension or discontinuance of the work as herein specified, and for faithfully completing the work and the whole thereof as herein provided, and for maintaining the work in good condition until the final payment is made, the prices stipulated in the quote hereto attached.

Article 4. The following documents shall constitute integral parts of the agreement, the whole to be collectively known and referred to as the Contract Documents: Standard Provisions, Project

Special Provisions, Insurance certificate, E-Verify certification, and the Contract Documents issued by the Owner.

Article 5. If the Contractor shall fail to comply with any of the terms, conditions, provisions or stipulations of this Contract, according to the true intent and meaning thereof, then the Owner may make use of any or all remedies provided in that behalf in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands and seals and have executed this Agreement, in four copies the day and year first above written.

CONTRACTOR:

ATTEST:

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

OWNER:

ATTEST:

City of Mount Holly

By: _____

Name: _____

Name: Jonathan Blanton

Title: City Clerk

Title: City Manager

(Seal)

This instrument has been pre-audited in the manner required by the local Government Budget and Fiscal Control Act.

Finance Officer, City of Mount Holly, NC

Date

IRAN DIVESTMENT ACT CERTIFICATION:

Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. 143C-6A-5(b), Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

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.

Contractor – Print Name

Contractor – Signature

Date

Proof of State of North Carolina General Contractors License and any other licenses or certifications specific to project.

Title _____

Company _____

Address _____

Phone _____

Email _____

(Relevant) North Carolina License Number _____



Regular Meeting Agenda Action Form

Meeting Date

August 11, 2025

From

Robert Stewart, Deputy Utility Director
Utility Department

CONSENT AGENDA Item # 7

Approval to Award Riverfront Pump Station Rehabilitation Contract to Harper Environmental Systems

Will this require a public hearing?

No

Background/Purpose of Request

This project was initially budgeted for 2024-2025. Its primary goal is to facilitate the removal of a 700-foot sewer aerial. The lift station upgrade is crucial to accommodate the increased flow once the aerial is no longer in use. These two components of the project were bid-out separately due to the distinct types of work involved and the need for different specialized contractors.

The low bidder for the Lift Station upgrade portion is Harper General Contractors, with a total bid of \$655,000. After reviewing, it appears that Harper General Contractors are qualified and capable of constructing this project.

Fiscal Impact

Will Item affect current budget?	No
Reviewed by Finance Director?	Yes
Preaudit Certification Required?	No
Capital Project Ordinance Required?	This was placed on Capital Project Ordinance in budget year 24-25.
Budget Transfer Required?	No
Total City Dollars:	\$655,000
Budget Code:	45-00-8230-550
Reviewed by City Attorney?	No

Manager/Staff Recommendation

It is the staff's recommendation to award the bid contract to upgrade the Missouri Lane Lift Station to Harper General Contractors.

Attachments

1. Recommendation of Award - PS Renovations



July 24, 2025

976.045 (50)

Mr. Robert Stewart
City of Mount Holly
218 Adrian Street
Mount Holly, North Carolina 28120

Subject: Riverfront Sewer Improvements
Contract 19.0 – Pump Station Renovations
Recommendation of Award

Dear Robby:

The lowest responsive bidder for Contract 19.0 – Pump Station Renovations is Harper General Contractors, Inc. with a total bid of \$655,000. The bid did not contain any irregularities. Following receipt of bids, we requested the contractor to provide information regarding references and experience. That information was promptly provided and included a list of similar projects that have been completed and that are currently underway, which is attached. After reviewing it appears that Harper General Contractors, Inc. is qualified and capable of constructing the project. We therefore recommend award of Contract 19.0 to Harper General Contractors, Inc.

Should you have any questions please let us know.

Yours very truly,

WILLIS ENGINEERS

A handwritten signature in black ink, appearing to read 'Charles A. Willis, Jr.', is written over a light blue horizontal line.

Charles A. Willis, Jr., PE, BCEE

Attachment

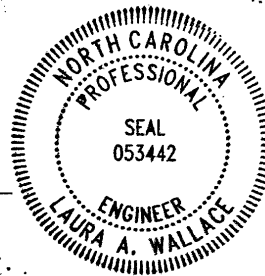
City of Mount Holly Riverfront Sewer Improvements Contract 19.0 - Pump Station Renovations	Harper General Contractors, Inc. Greenville, South Carolina NC License No. 3146	Miles-McClellan Construction Co., Inc. Concord, North Carolina NC License No. 63358	Elite Infrastructure Group, LLC. Monroe, North Carolina NC License No. 101332
Item Description	Total	Total	Total
1 Lump Sum Bid Price	\$605,000.00	\$999,000.00	\$1,123,806.25
2 Lump Sum Contingency Allowance	50,000.00	50,000.00	50,000.00
Total Bid Price (Items 1 -2)	\$655,000.00	\$1,049,000.00	\$1,173,806.25
Irregularities	None	None	None

I certify that this Tabulation is a true and correct copy of the Canvass of Bids received on Thursday, July 17, 2025 at 2:00pm

WILLIS ENGINEERS

BY: 

18 Jul 2025



HARPER

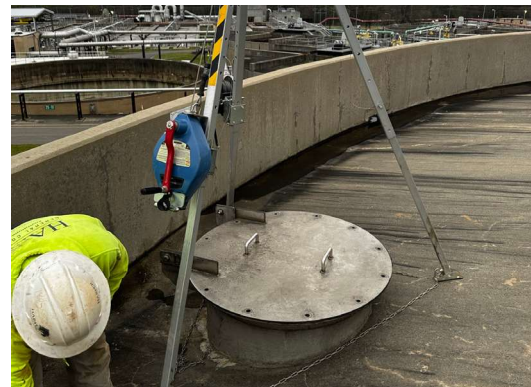
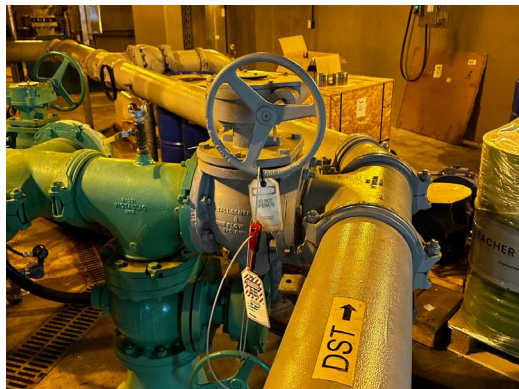
GENERAL CONTRACTORS

Environmental Systems

Bid for: City of Mount Holly

Pump Station Rehabilitation

Active & Completed Project References



MCALPINE CREEK WWMF DIGESTERS

PINEVILLE, NC | D-B-B

Harper is rehabilitating and rebuilding the eight motors and gearboxes for several of the digesters at the McAlpine Creek plant. In order to do this, each gearbox is removed via crane, rehabbed, and replaced.

KEY ELEMENTS

- Active Campus
- Process Equipment
- Emergency Project

OWNER: Charlotte Water

5100 Brookshire Blvd

Charlotte, NC 28216

CONTACT: Kit Eller

704.400.9990

kit.eller2charlottenc.gov

ENGINEER/ARCHITECT: N/A

SCHEDULE DURATION: 6 Months

TOTAL CONSTRUCTION VALUE:

\$500,000

ASST. PROJECT MANAGER:

Kimberly Sullivan

SUPERINTENDENT:

Rick Brawley

DELIVERY METHOD:

Design-Bid-Build



CHESNEE WWTF UPGRADE

CHESNEE, SC | CM AT-RISK

The scope of work for this project includes installing a new mechanical screen and vortex unit, 2ea new influent pumps with VFDs and recirculation pumps. Additionally, Harper will be replacing the equipment in the anoxic chamber and aeration basins, and 1ea clarifier equipment. Harper will also be constructing a new blower facility, a new clarifier, a new truck loading station, and a new RAS/WAS pump station.

OWNER: Spartanburg Water System
297 South Ave
Spartanburg, SC 29306
CONTACT: Chris Stevenson
cstevenson@sws-sssd.org

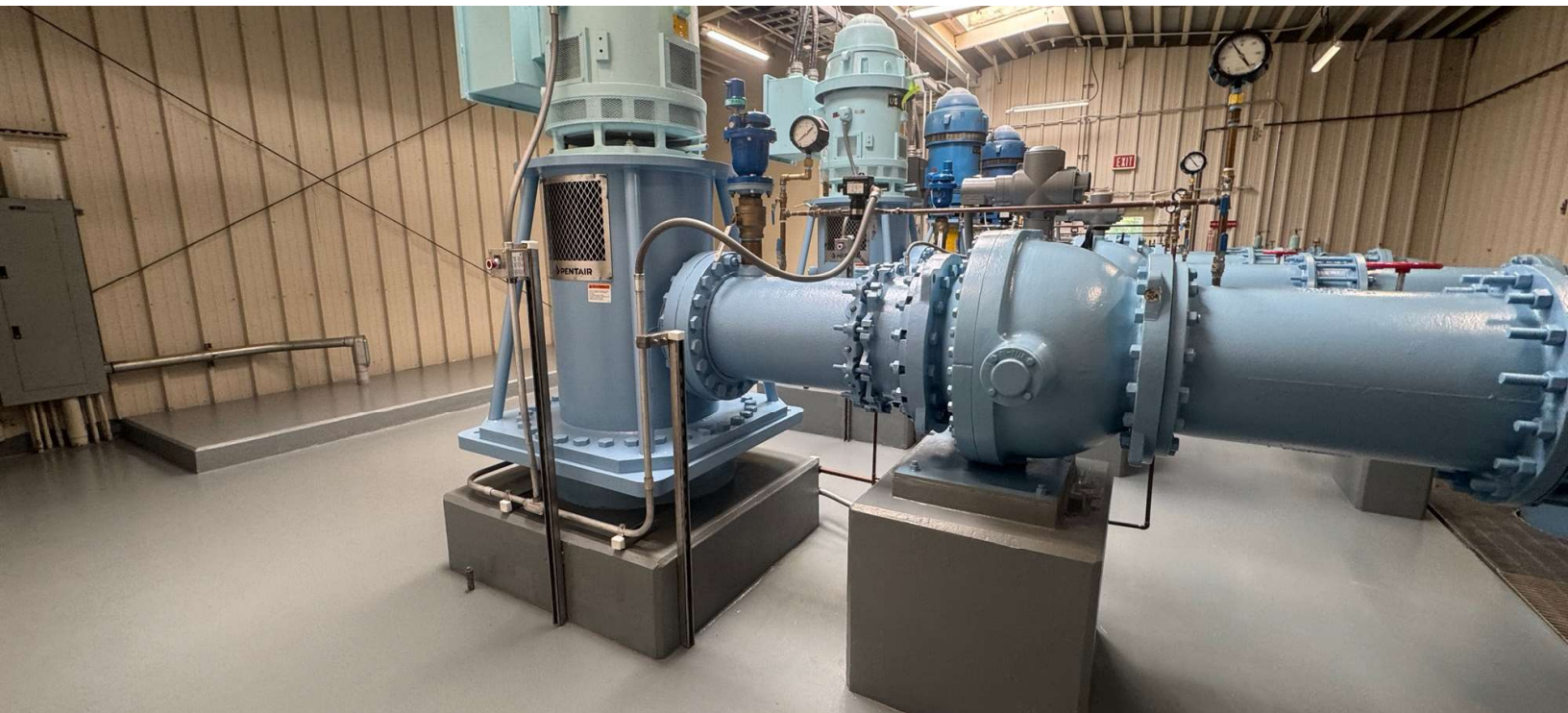
ARCHITECT: KCI Technologies
122 Smith Hines Road
Greenville, SC 29607
CONTACT: Clay Helms
clay.helms@kci.com

PROJECT START: June 2025
CONTRACTUAL COMPLETION:
July 2026
ACTUAL COMPLETION:
October 2026

ORIGINAL COST: \$12,791,315
FINAL COST: Trending \$12,791,315

PROJECT MANAGER: Zach Lindler
SUPERINTENDENT: Zac Walter

DELIVERY METHOD:
Construction Manager At-Risk



SJWD HSPS IMPROVEMENTS

LYMAN, SC | CM AT-RISK

Harper was selected to perform improvements to an existing high service pump station for SJWD. Includes site improvements (paving, fencing, storm drain), electrical service modifications, extending the existing PEMB, adding a 3rd high service pump, and modifying the existing pipe and valve.

OWNER: SJWD Water District
307 Spartanburg Highway
Wellford, SC 29385
CONTACT: Mike Frost
864.949.2804
mfrost@sjwd.com

ARCHITECT: Garver
75 Beattie Place, Suite 700
Greenville, SC 29601
CONTACT: Derek Scott
864.979.5131
jdscott@garverusa.com

PROJECT START: June 2023
CONTRACTUAL COMPLETION:
June 2025
ACTUAL COMPLETION:
June 2025

ORIGINAL COST: \$3,837,920
FINAL COST: \$4,448,642

PROJECT MANAGER: Peter Pistolis
SUPERINTENDENT: Ryan Maurer

DELIVERY METHOD:
Construction Manager At-Risk



OWNER: City of Bessemer City
 405 North 9th Street
 Bessemer City, NC 28016
CONTACT: Jamie Ramsey
 704.629.5542
jramsey@bessemerncity.com

ENGINEER: McGill Associates
 55 Broad Street
 Asheville, NC 28801
CONTACT: Joel Whitford
 828.302.7043
joel.whitford@mcgillassociates.com

ORIGINAL SCHEDULE DURATION:
 16 Months
ACTUAL SCHEDULE DURATION:
 16 Months
ACTUAL COMPLETION DATE:
 December 2023

ORIGINAL CONSTRUCTION VALUE:
 \$7,403,780
FINAL CONSTRUCTION VALUE:
 \$7,811,751
 *Increase due to additional scope requested by owner.

SENIOR PROJECT MANAGER:
 Kate Dotten-Holder
PROJECT MANAGER: Emily Skibenes
SUPERINTENDENT: Rick Brawley

DELIVERY METHOD:
 Design-Bid-Build

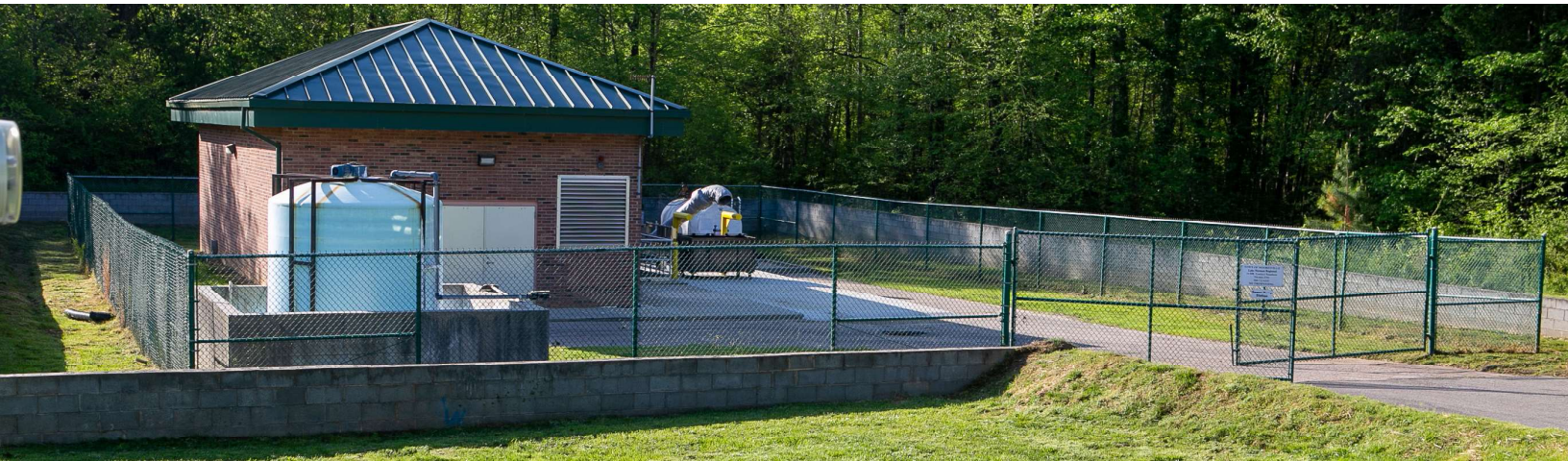
BESSEMER CITY WTP & INTAKE PUMP STATION

BESSEMER CITY, NC | DESIGN-BID-BUILD

The scope of work at the Bessemer City WTP includes improvements to the existing facility, including installation of a new raw water intake pump station and intake building, new electrical building, modifications to sedimentation basins and flocculation basins, new chemical treatment system, and modifications to the office building. This project featured a 30+’ deep excavation with driven sheets for the intake wetwell. At the plant, there was significant modification of process operations coordination to change out the chemical feed equipment, high service pumps, and the associated electrical gear within the existing footprints.

INNOVATIVE METHODS

The construction of the intake pump station featured a 30+’ deep excavation with driven sheets and hydraulic bracing for installation of the new wet well. The wet well is a cast in place 12’ diameter, 30’ tall, circular wet well. A barge was set up in the reservoir to install the new raw water intake screens and 100’ of associated piping to the wet well. The intake pump station includes two new vertical turbine pumps and an airburst system for the intake screens.



LAKE NORMAN PUMP STATION BAR SCREEN

MOORESVILLE, NC | DESIGN-BID-BUILD

Harper was selected to bypass existing pump station, cleaning and application of a new liner in the existing wet well, installation of new grating, bar screen, slide gates and platform, demo of a concrete slab/asphalt, installation of a new concrete pad, electrical package.

OWNER: Town of Mooresville

413 N. Main Street

Mooresville, NC 28115

CONTACT: Allison Kraft

704.663.3800

akraft@mooresvillenc.gov

ARCHITECT: McGill Associates

55 Broad Street

Asheville, NC 28801

CONTACT: Joel Whitford

828.302.7043

joel.whitford@mcgillassociates.com

PROJECT START: September 2022

CONTRACTUAL COMPLETION:

April 2023

ACTUAL COMPLETION:

May 2023

ORIGINAL COST: \$697,400

FINAL COST: \$681,201

PROJECT MANAGER: Emily Skibenes

SUPERINTENDENT: Mike Odom

DELIVERY METHOD:

Design-Bid-Build



ANDERSON COUNTY PUMP STATION IMPROVEMENTS

ANDERSON, SC | DESIGN-BID-BUILD

Harper was selected to rehabilitate three existing pump stations in Anderson County.

OWNER: Anderson County
Wastewater Division
1500 Dalrymple Road
Anderson, SC 29621
CONTACT: Timothy Haynes
thaynes@andersoncountysc.org

ARCHITECT: Black & Veatch
201 Brookfield Parkway, Suite 150
Greenville, SC 29607
CONTACT: Todd Carwell
carwellt@bv.com

PROJECT START: February 2023
CONTRACTUAL COMPLETION:
February 2024

ACTUAL COMPLETION:
February 2024

ORIGINAL COST: \$1,385,000
FINAL COST: \$1,331,631

PROJECT MANAGER:
Kevin Humerickhouse
SUPERINTENDENT: Tim Haulbrook

DELIVERY METHOD:
Design-Bid-Build



Regular Meeting Agenda Action Form

Meeting Date

August 11, 2025

From

Robert Stewart, Deputy Utility Director
Utility Department

CONSENT AGENDA Item # 8

Approval to Award the Riverfront Gravity Sewer Relocation Contract to NEP Contracting

Will this require a public hearing?

No

Background/Purpose of Request

The main objective of this project is to remove the 700-foot sewer aerial, which currently transports a portion of the Catawba Heights sewer to the Mount Holly treatment facility. To achieve this, we will install 600 feet of gravity sewer, connecting it to the existing sewer on Thatcher Place in Riverfront. This, along with the planned Lift Station upgrades, will significantly improve wastewater flow efficiency and ease of maintenance.

Please note that these two project components were bid separately due to the specialized nature of the work and the different contractors required.

For the Gravity Sewer Relocation portion, NEP Contracting was the low bidder at \$1,208,876.18. After careful review, we have determined that NEP is well-qualified and capable of completing this project.

Fiscal Impact

Will Item affect current budget?	No
Reviewed by Finance Director?	Yes
Preaudit Certification Required?	No
Capital Project Ordinance Required?	This was placed on Capital Project Ordinance in budget year 24-25
Budget Transfer Required?	No
Total City Dollars:	1,208,876.18
Budget Code:	45-00-8230-550
Reviewed by City Attorney?	NA

Manager/Staff Recommendation

It is staffs recommendation to award the bid contract for the Riverfront Sewer Relocation to NEP Contracting.

Attachments

1. Recommendation of Award - Gravity Sewer Relocation



July 24, 2025

976.045 (50)

Mr. Robert Stewart
City of Mount Holly
218 Adrian Street
Mount Holly, North Carolina 28120

Subject: Riverfront Sewer Improvements
Contract 19.1 – Gravity Sewer Relocation
Recommendation of Award

Dear Robby:

The lowest responsive bidder for Contract 19.1 – Gravity Sewer Relocation is NEP Contracting with a total bid of \$1,208,876.18. The bid did not contain any irregularities. Following receipt of bids, we requested the contractor to provide information regarding references and experience. That information was promptly provided and included a list of similar projects that have been completed and that are currently underway, which is attached. After reviewing it appears that NEP Contracting is qualified and capable of constructing the project. We therefore recommend award of Contract 19.1 to NEP Contracting.

Should you have any questions please let us know.

Yours very truly,

WILLIS ENGINEERS

A handwritten signature in black ink, appearing to read 'Charles A. Willis, Jr.'.

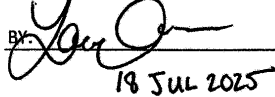
Charles A. Willis, Jr., PE, BCEE

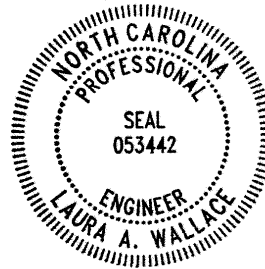
Attachment

City of Mount Holly Riverfront Sewer Improvements Contract 19.1 - Gravity Sewer Relocation			NEP Contracting Mooresville, North Carolina NC License No. 85781		Elite Infrastructure Group, LLC. Monroe, North Carolina NC License No. 101332		State Utility Contractors, Inc. Monroe, North Carolina NC License No. 17793	
Item Description	Unit	Number of Units	Unit Price	Total	Unit Price	Total	Unit Price	Total
1 8-inch DIP Gravity Sewer	LF	725	\$211.75	\$153,518.75	\$325.00	\$235,625.00	\$1,050.00	\$761,250.00
2 Standard (4-ft Dia.) Manhole	EA	4	5,475.00	21,900.00	10,000.00	40,000.00	12,000.00	48,000.00
3 Doghouse (5-ft Dia.) Manhole	EA	2	6,750.00	13,500.00	10,000.00	20,000.00	22,000.00	44,000.00
4 18-inch Cased Crossing	LF	145	4,525.25	656,161.25	3,750.00	543,750.00	3,780.00	548,100.00
5 Demolition of Aerial Sewer	LS	1	8,500.00	8,500.00	175,000.00	175,000.00	50,000.00	50,000.00
6 Excavation Below Subgrade	CY	50	22.75	1,137.50	50.00	2,500.00	15.00	750.00
7 Stone Fill Material	CY	50	98.60	4,930.00	75.00	3,750.00	70.00	3,500.00
8 Stream Crossing	EA	3	8,500.00	25,500.00	7,500.00	22,500.00	7,000.00	21,000.00
9 Exploratory Drilling	LF	725	75.50	54,737.50	30.00	21,750.00	1.00	725.00
10 Rock Excavation	CY	550	200.25	110,137.50	250.00	137,500.00	1.00	550.00
11 Site Clearing	LS	1	58,500.00	58,500.00	150,000.00	150,000.00	55,000.00	55,000.00
12 Erosion Control and Restorations	LS	1	10,500.00	10,500.00	30,000.00	30,000.00	30,000.00	30,000.00
13 Asphalt Pavement Replacement	SY	65	90.00	5,850.00	100.00	6,500.00	270.00	17,550.00
14 Concrete Curb and Gutter Replacement	LF	10	25.00	250.00	100.00	1,000.00	225.00	2,250.00
Subtotal (All Items 1 through 14)				\$1,125,122.50		\$1,389,875.00		\$1,582,675.00
15 Mobilization (Not to Exceed 3% of Items 1 through 14)	LS	1		33,753.68		40,000.00		47,000.00
16 Contingency Allowance	LS	1		50,000.00		50,000.00		50,000.00
Total Bid Price (All Items 1 through 16)				\$1,208,876.18		\$1,479,875.00		\$1,679,675.00
Irregularities			None		None		None	

I certify that this Tabulation is a true and correct copy of the Canvass of Bids received on Thursday, July 17, 2025 at 2:30 PM.

WILLIS ENGINEERS

BY: 
18 JUL 2025





119 Poplar Pointe Dr, Ste C
Mooreville, NC 28117
Bobby@nepcontracting.com
www.nepcontracting.com

Date: July 22, 2025

To:

City of Mount Holly
Public Works Department
Mount Holly, NC

Subject: Reference Letter of Experience – Contract 19.1 – Gravity Sewer Relocation

Dear Sir or Madam,

We are pleased to provide the following references to demonstrate our company's relevant experience in support of our bid for Mount Holly – Gravity Sewer Relocation, in Mount Holly, North Carolina.

Our firm, NEP Contracting, has a strong track record of successful completion of water and sewer infrastructure projects for municipalities and utility districts across the region. Below is a summary of recent and relevant projects which showcase our capabilities and qualifications:

Past Projects

- 2021-2025 - Toomey Ave redevelopment: Extensive water line and sewer redevelopment on both sides of the road in the 2200-block of Toomey Ave, Charlotte, NC. This includes new water and fire service lines for 8 multi-family and mixed-use buildings, multiple new fire hydrants, and 15 new BFPs, as well as new sewer laterals, manholes and mainline. Work was all funded by private developer and inspected by and coordinated with CLT Water and Mecklenburg County.
 - Owner – Abacus Capital – Ryan Derrick – 919-398-0306, rderrick@colony-commercial.com
 - City of Charlotte
 - Zach Pellicone, new services construction supervisor – 704-353-0488, zach.pellicone@charlottenc.gov
- 2022 - Copart in Concord 12" water main relocation: - This work was funded by the developer of the site, but inspected by Cabarrus county and the city of Concord. This

work included installing new 12" water line parallel to an existing main in service, and two 12" taps. It also included shutting down and removing the old main, after transferring the service to the new line. Additionally on the job we installed 600' of 8" waterline and associated BFP.

- GC – Valfair – Johnny Barber – 972-430-6816, johnny.berber@valfair.com
- City of Concord
 - Brandon Cline, Inspector – 704-791-3918, clineb@concordnc.gov
 - Sean Radford, Engineering Supervisor – 704-920-5406, radfords@concordnc.gov
- 2021-2022 - Future force new build project in Gastonia – New fire and domestic water services via two new water taps performed in house, also associated fire hydrants and BFPs. This job was for a private developer and inspected by two river utilities.
 - CM - Ryan Derrick – 919-398-0306, rderrick@colony-commercial.com
 - City of Gastonia/Two Rivers
 - Kyle Butler, Utilities Engineer – 704-866-6768, kyleb@tworiversutilities.com
- 2023-2025 – The Campbell – New build project consisting of a 12-story apartment complex located in uptown Charlotte, with water and sewer installation. New man holes, 2 new sewer services and 4" water vault and 6" water tap.
 - GC - JE Dunn – Jason Dunn – 704-993-8985, jason.dunn@jedunn.com
 - City of Charlotte
 - Marcus Stallings, New construction Supervisor – 980-505-3219
 - Zach Pellicone, new services compliance supervisor – 704-353-0488, zach.pellicone@charlottenc.gov
- 2023-2025 – Wendover – Ran 6" sewer service to multiple out parcels for 430' feet, tie-in to existing water service and installed new fire line.
 - Owner – Abacus Capital – Ryan Derrick – 919-398-0306, rderrick@colony-commercial.com
 - Mecklenburg County
 - Ryan Clark, inspector – 704-619.3744, ryan.clark@mecknc.gov
- 2025 – N Tryon Laundromat – Ran approximately 200' of 8" sewer service and tied in to existing SSMH. Installed 2" water meter and vault, tap and line.
 - GC – Fuller and Company – Trevor Childers – 704-530-9986, trevor@fullerandco.com
 - Mecklenburg County
 - Michael Daly, inspector – 980-214-6680, michael.daly@mecknc.gov

Current Project

- Shepherd's Water Tank – Mooresville, NC – Installation of a 16" water main feeding a 1-million-gallon water tank.

- GC – Landmark Construction- Amr Aly, Project Manager – 817-204-6720, aaly@teamlandmark.com
- Town of Mooresville
 - Contact TBD

These references reflect our proven ability to manage similar scopes, maintain compliance with regulatory standards, and collaborate effectively with municipal stakeholders. We are confident that our experience aligns with the expectations and technical requirements of the Mount Holly sewer infrastructure project.

Please do not hesitate to contact the listed references or our office directly should you need additional documentation or clarification.

Sincerely,

Robert Beard
President
NEP Contracting
828-231-5630



Regular Meeting Agenda Action Form

Meeting Date

August 11, 2025

From

Brian DuPont, Assistant City Manager
City Management

CONSENT AGENDA Item # 9

Approval of Interlocal Water Sales Agreement with the Town of Stanley

Will this require a public hearing?

No

Background/Purpose of Request

Fiscal Impact

Will Item affect current budget?
Reviewed by Finance Director?
Preaudit Certification Required?
Capital Project Ordinance
Required?
Budget Transfer Required?
Total City Dollars:
Budget Code:
Reviewed by City Attorney?

Manager/Staff Recommendation

Attachments

None



Regular Meeting Agenda Action Form

Meeting Date

August 11, 2025

From

Eric Smallwood, Parks and Recreation Director
Parks and Recreation

CONSENT AGENDA Item # 10

Approval of Parks & Recreation Volunteer and Coaching Screening Policy

Will this require a public hearing?

No

Background/Purpose of Request

The Parks and Recreation Department has seen the need to update our screening policy to reflect best practices for our industry.

Fiscal Impact

Will Item affect current budget?
Reviewed by Finance Director?
Preaudit Certification Required?
Capital Project Ordinance
Required?
Budget Transfer Required?
Total City Dollars:
Budget Code:
Reviewed by City Attorney?

Manager/Staff Recommendation

Recommend approval of the updated policy.

Attachments

1. Volunteer Background Check Policy

CITY OF MOUNT HOLLY
Parks and Recreation **Volunteer and Coaching Screening Policy**

Description

To ensure the safety and wellbeing of participants in programs, events, and activities, the City of Mount Holly Parks and Recreation Department conducts background checks on all individuals applying to volunteer. This includes but is not limited to anyone assisting with youth programs, as well as those serving as coaches, referees, scorekeepers, and program supervisors.

All volunteers must complete an authorization form providing their date of birth, Social Security Number, and current address. This authorizes the City to conduct a criminal background check. The City must receive the completed authorization form and screening results before the volunteer begins any duties.

This policy applies to all volunteers and paid staff who may be in situations where they are alone with children during programs or events sponsored by the City.

Individuals who may only have incidental contact with children are not subject to these provisions. However, the City reserves the right to conduct random checks on all volunteers involved in public programming. In accordance with North Carolina General Statutes (Chapter 132), all information from background screenings will be kept confidential and only shared within the City on a need-to-know basis. All records will be securely stored in line with the City's retention policies.

If an applicant is disqualified due to their background check, the City will notify them confidentially. If the applicant believes there is an error in the background check, it is their responsibility to work with the City to resolve the issue. The City and its staff are not liable for errors or omissions in third-party background reporting.

Frequency of Background Investigations

Volunteers are required to undergo only one background check per year, regardless of how many different sensitive positions they fill. The initial authorization remains valid unless revoked in writing by the applicant.

All background checks expire on June 30 each year, regardless of the original submission date. A new background check must be submitted on or after July 1 before participating in any volunteer or coaching activities for the new program year.

Criteria for Exclusion

Disqualifying Factors

An individual will be disqualified from volunteering if they have been found guilty of or currently face charges for any of the offenses listed below. This includes entering a guilty plea or no contest plea resulting in a conviction or withholding of guilt. This policy does not apply to charges that resulted in acquittal or dismissal.

Disqualifying Offenses Include:

SEX OFFENSES

(Disqualified regardless of how long ago the offense occurred)

Examples: Child molestation, rape, sexual assault, sexual battery, sodomy, indecent exposure, prostitution, solicitation, etc.

FELONIES

- Any violent felony, regardless of when it occurred.
Examples: Murder, manslaughter, aggravated assault, robbery, kidnapping, child endangerment, etc.
- Any felony (non-violent/non-sexual) within the past 10 years.
Examples: Theft, drug offenses, embezzlement, fraud, etc.

MISDEMEANORS

- Any violent misdemeanor involving a minor (unless the offender was a minor at the time)
- All misdemeanor drug or alcohol offenses involving a minor (unless the offender was a minor)
- All other violent misdemeanors within the past 7 years
Examples: Battery, assault, domestic violence, hit-and-run
- Any misdemeanor drug or alcohol offenses within the past 5 years, or more than one such offense in the last 10 years
Examples: DUI, drug possession, public intoxication, drug paraphernalia possession, etc.

Any other felony or misdemeanor within the past 5 years that could pose a danger to vulnerable populations.

MOUNT HOLLY PARKS AND RECREATION DEPARTMENT

Official Application for Volunteers or Team Coach

No person will be permitted to coach, assistant coach, or volunteer unless they have been approved and accepted by the Mount Holly Recreation Department.

DATE_____

Name_____ Gender_____ Date of Birth_____

Full Address_____

Phone (Cell)_____ (Work)_____

Driver's License Number and State_____ SSN_____

E-mail address_____

Coaching Experience_____

READ CAREFULLY BEFORE SIGNING *(only those volunteers applying to be a coach must read and sign this section)*

I sign this "application for team coach and/or assistant coach" form with the absolute and complete understanding that if my team or I fails to comply with any league rule or regulation at any time, I will be subject to forfeit my position as a team coach or assistant coach or the game or games in which it occurred.

I understand that when I sign this form, I fully realize that the program is for the benefit of the boys and girls who are participating. Therefore, I have a definite impact and bearing on myself, the program, the Recreation Department, and the boys and girls for whom it is intended. I will be expected to respect any decisions of game officials whether called correctly or not. I further understand and realize that with this understanding, I sign this application form, knowing that for the sake of the program or league I will be subjected to being ejected from the game and possibly coaching if, in the judgement of the official in charge, my behavior and conduct is not in keeping with the principles of good sportsmanship.

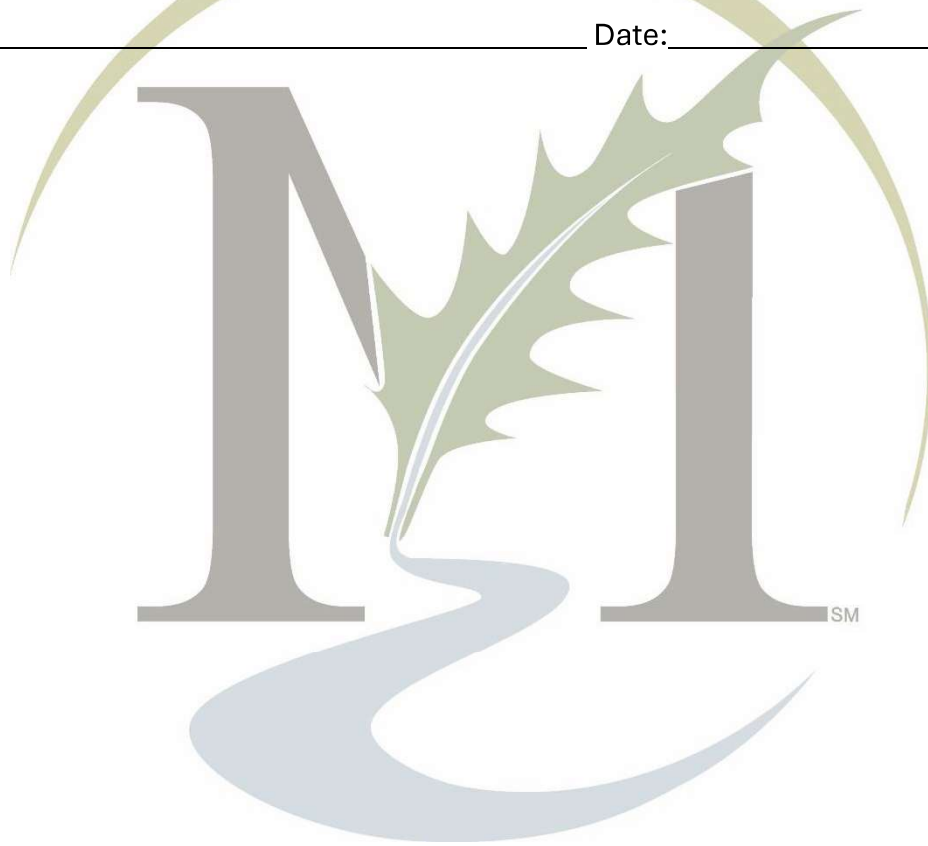
When I sign this application form, I realize that as a coach and/or assistant I have an important part of the Mount Holly Recreation Program; Therefore, I pledge to support, cooperate, and work in every way to promote this activity/league in the best interest of Mount Holly Recreation Department.

Signature:_____ Date:_____

AUTHORIZATION AND CONSENT FOR RELEASE OF PERSONAL INFORMATION *(all volunteers must read and sing this section)*

I hereby consent to having an authorized agent of the City of Mount Holly contact anyone it deems appropriate to investigate and verify any information I have given or to discuss my background, past performance, or suitability for volunteering with the Mount Holly Recreation Department. I understand that such investigations may include but not necessarily be limited to complaints and grievances filed by or against me; criminal conviction history information on file in local, state, or federal agencies; and motor vehicle records. I further consent to being discussed by any person so contacted and I waive all rights to bring any action for defamation, invasion of privacy, or any similar cause against anyone contacted as a result of what he/she may say about me.

Signature: _____ Date: _____





Regular Meeting Agenda Action Form

Meeting Date

August 11, 2025

From

Police Department

CONSENT AGENDA Item # 11

Police Department X26 Taser Surplus

Will this require a public hearing?

No

Background/Purpose of Request

Approval Of Surplus Items

Fiscal Impact

Will Item affect current budget? No
Reviewed by Finance Director? N/A
Preaudit Certification Required? N/A
Capital Project Ordinance Required? N/A
Budget Transfer Required? N/A
Total City Dollars: N/A
Budget Code: N/A
Reviewed by City Attorney? N/A

Manager/Staff Recommendation

Attachments

1. Taser X26P Surplus Memo
2. Resolution Mount Holly Police Department - July 21st 2025



Brian K. Reagan
Chief of Police

Mount Holly Police Department

400 East Central Avenue • Mount Holly, NC • 28120 • (704) 827-4343 • (704) 822-2932

To: Manager Blanton and Dupont

From. Deputy Chief Sisk

Reference: Surplus Equipment

I am requesting approval to surplus the following listed items:

X26P Taser- Serial# X12004KDK, with holster

X26P Taser- Serial# X1300CV57, with holster

X26P Taser-Serial# X1300CV79, with holster

X26P Taser-Serial#X1300CV50, with holster

X26P Taser -Serial#X1300CV63, with holster

X26 P Taser- Serial#X1300CV4X, with holster

X26P Cartridges

X26P Training Aids

I would like to donate this equipment to Belmont Police, which currently uses this product and has expressed a need for additional units. Transferring these items will support their ongoing operations and ensure the equipment continues to be used effectively. The product can only be transferred to a law enforcement entity or a distributor.

Mount Holly Police has discontinued use of this unit and currently uses the Taser 7. The X26P is being phased out and the software to operate the system will no longer be supported by the manufacturer. In the short term the equipment can continue to be used by Belmont Police. The



Brian K. Reagan
Chief of Police

Mount Holly Police Department

400 East Central Avenue • Mount Holly, NC • 28120 • (704) 827-4343 • (704) 822-2932

only other option would be to destroy the equipment and dispose of it. I am not aware of a way to receive any monetary value for the equipment.

Please let me know if any additional documentation or approvals are required to proceed with this request.

Thank you for your consideration.

Sincerely,
Deputy Chief Sisk



CITY of MOUNT HOLLY

David Moore, Mayor
Lauren Shoemaker, Mayor Pro Tem
Ivory Craig, Councilman
Jeff Meadows, Councilman
Bryan Hough, Councilman
Kenneth Reeves, Councilman
Phyllis Harris, Councilwoman
Jonathan Blanton, City Manager

400 East Central Ave. Post Office Box 406 Mount Holly, NC 28120 704-827-3931 704-822-2933 fax www.mtholly.us

Resolution Approving Conveyance of Property to Another Unit of Government in North Carolina Pursuant to G.S. 160A-274

WHEREAS, the City of Mount Holly, North Carolina owns six Taser X26P tasers, six holsters for the Taser X26P tasers, and certain equipment associated with the Taser X26 P tasers; and

WHEREAS, North Carolina General Statute § 160A-274 authorizes a governmental unit in this state to exchange with, lease to, lease from, sell to, or purchase from any other governmental unit any interest in real or personal property upon such terms and conditions as the governmental unit deems wise, with or without consideration; and

WHEREAS, the City of Mount Holly, North Carolina has determined that it is in the best interest of the City to convey these Taser X26P tasers and the associated equipment to the City of Belmont, North Carolina and deems it wise to do so for no consideration

THEREFORE, THE MOUNT HOLLY CITY COUNCIL RESOLVES THAT:

1. The City of Mount Holly, North Carolina hereby conveys to the City of Belmont, North Carolina the following property:

X26P Taser- Serial# X12004KDK, with holster
X26P Taser- Serial# X1300CV57, with holster
X26P Taser-Serial# X1300CV79, with holster
X26P Taser-Serial#X1300CV50, with holster
X26P Taser -Serial#X1300CV63, with holster
X26 P Taser- Serial#X1300CV4X, with holster
X26P Cartridges
X26P Training Aids

2. The property herein described shall be conveyed for no consideration.
3. The City Manager is authorized to execute all documents necessary to convey the property in the manner authorized by this Resolution.

Adopted this the 11 day of August. 2025.

David Moore, Mayor

Tara Douglas, City Clerk

CITY OF MOUNT HOLLY
CITY COUNCIL MEETING MINUTES
MONDAY, JULY 14, 2025
COUNCIL CHAMBERS
7:00 PM

CALL TO ORDER

Mayor Moore called the meeting to order at 7:00 pm. The following were present:

Mayor David Moore	Jonathan Blanton, City Manager
Mayor Pro Tem Lauren Shoemaker	Brian DuPont, Assistant City Manager
Councilman Ivory Craig	Alexis Hines, Human Resources Director
Councilman Jeff Meadows-ABSENT	Brian Reagan, Police Chief
Councilman Bryan Hough	Greg Beal, Planning Director
Councilwoman Phyllis Harris	Ryan Baker, Fire Chief - Absent
Councilman Kenneth Reeves	Robert Stewart, Deputy Utilities Director
Marie M. Anders, City Attorney	Eric Smallwood, Parks and Recreation Director
Tara Douglas, City Clerk	Michelle Wood, Finance Director
	Matt Black, Economic Development Director
	Jason Green, Public Works Director

INVOCATION

Pastor John Mullins from Harvest Church led the Council, Staff, and attendees in prayer.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Shoemaker led the Council, Staff, and attendees in the Pledge of Allegiance.

SET THE AGENDA

Mayor Moore stated that there would be two changes to the agenda. Mayor Moore stated that the first change would be to add the Holly Springs Petition to New Business #1 and that the second change would be to remove the Closed Session. Mayor Moore entertained a motion to approve the agenda with the proposed changes.

Motion: Mayor Pro Tem Shoemaker made a motion to approve the agenda as presented. Councilman Reeves seconded the motion.

All Council members present and voting, voted in favor 5-0. (Motion Carried)

CITY OF MOUNT HOLLY
CITY COUNCIL MEETING MINUTES
MONDAY, JULY 14, 2025
COUNCIL CHAMBERS
7:00 PM

CONSENT AGENDA

1. Call for a Public Hearing to Update Chapter 6: Table of Permitted and Special Uses, and to Chapter 7: Notes to the Table, Note # 3 to Update Regulations Regarding Home Occupations. Case # TA-25-7.
2. Call for Public Hearing to Consider an Update to Sections 159.059 & 153.082-C to Make the Process for Transferring Street Lights Over to the City for Maintenance Clearer. Case # TA-25-8.
3. Call for a public hearing to consider rezoning Parcel #s 123804 & 123794 from RD, Residential Downtown to B-1, Central Business, as submitted by First Presbyterian Church. Case #R-25-3.
4. Appoint Isaac Vargas to the Public Arts Advisory Commission.
5. Approval of Minutes - June 23, 2025 City Council Meeting
6. Approval of Minutes- June 23, 2025 Closed Session

Mayor Moore entertained a motion to approve the Consent Agenda as presented.

Motion: Mayor Pro Tem Shoemaker made a motion to approve the Consent Agenda as presented. Councilwoman Harris seconded the motion.

All Council members present and voting, voted in favor 5 -0. (Motion Carried)

PUBLIC HEARINGS

1. Public Hearing to update Section 7.1 Note 28 of the City's Zoning Ordinance to Update the standards for Solar Energy Systems. Case # TA-25-5. ***Nathaniel Jones***

Mr. Jones stated that Atrium and Charlotte Engineers came to the planning department with a plan to add Car Canopies to provide shade while producing solar power to their Mount Holly Rehabilitation Center. Mr. Jones stated that Atrium's project would power the entire building during the daytime hours, reducing strain on the South Gateway during peak power usage. Mr. Jones stated that the clearance needed by Atrium's contractors was greater than 12 feet tall, which under our current ordinance is the peak height allowed in all districts for Ground Mounted Solar Small Energy Systems. Mr. Jones stated that the project is rated for 105 miles per hour wind speed and that the preliminary structural information is in the attachments. Mr. Jones stated that the Planning Department staff suggested a change to the ordinance and wrote the change for Atrium to pay for and submit so that their project could be in compliance. Mr. Jones stated that the change will outline the requirements for commercial properties to have ground-mounted solar

CITY OF MOUNT HOLLY
CITY COUNCIL MEETING MINUTES
MONDAY, JULY 14, 2025
COUNCIL CHAMBERS
7:00 PM

systems taller than 12 feet. Mr. Jones stated that the update will give the option of 12-20-foot-tall Ground Mounted Small Solar Energy Systems at maximum tilt in Commercial Zoning if they meet the minimum lot size of 3 acres and setback of 100 feet from all property lines. Mr. Jones stated that staff wrote the changes to not only benefit Atrium's proposed project, but for all commercial zoning that may want to build similar projects as solar power becomes a more viable solution. Mr. Jones stated that on July 7, 2025 staff brought this text amendment to the Planning Commission and that they voted unanimously to recommend approval of this item.

Councilman Reeves thanked Mr. Jones for providing the wind information and asked Mr. Jones if raising that height is going to be detrimental to the strength. Mr. Jones confirmed that it would not be detrimental to the strength.

Motion: Councilwoman Harris made a motion to come out of the regular meeting and go into the public hearing. Councilman Hough seconded the motion.

All Council members present and voting, voted in favor 5-0. (Motion Carried)

Mayor Moore stated that no one signed up to speak at this public hearing.

Motion: Mayor Pro Tem Shoemaker made a motion to come out of the public hearing and go back into the regular meeting. Councilman Hough seconded the motion.

All Council members present and voting, voted in favor 5-0. (Motion Carried)

Motion: Councilman Hough made motion to approve updating Section 7.1 Note 28 of the City's Zoning Ordinance to Update the standards for Solar Energy Systems. Case # TA-25-5
Councilman Reeves seconded the motion.

All Council members present and voting, voted in favor 5-0. (Motion Carried)

2. Public Hearing to Consider a Text Amendment to Update Section 153.049 of the City's Subdivision Ordinance to Provide Standards for Access & Fire Safety for Construction Sites. Case # TA-25-6.

Brandon Livingston and Faith Moore

Miss Moore stated that the proposed text amendment Section 153.049 submitted by the City staff is to add a new section to the Subdivision and Land Development Ordinance. Miss Moore stated that the amendment aims to establish minimum requirements for fire access and fire protection at new construction sites, aligning with the standards outlined in Chapter 14 of the North Carolina

CITY OF MOUNT HOLLY
CITY COUNCIL MEETING MINUTES
MONDAY, JULY 14, 2025
COUNCIL CHAMBERS
7:00 PM

Fire Code. Miss Moore stated that these requirements are particularly relevant for “shell building” projects and other developments that involve standpipe systems and/or private fire hydrants. Miss Moore stated that the intent is to enhance public safety by ensuring adequate emergency access and improving fire protection measures during and after construction. Miss Moore stated that staff has been working directly with the Fire Chief and Fire Marshal to ensure that the proposed text amendment meets the need of their department while improving the safety of construction sites. Miss Moore stated that the Planning Commission heard this case at their July 7, 2025 meeting and voted unanimously to recommend approval of this text amendment.

Motion: Councilwoman Harris made a motion to come out of the regular meeting and go into the public hearing. Councilman Craig seconded the motion.

All Council members present and voting, voted in favor 5-0. (Motion Carried)

Mayor Moore stated that there is no one that signed up to speak at this public hearing.

Motion: Mayor Pro Tem Shoemaker made a motion to come out of the public hearing and go back into the regular meeting. Councilman Hough seconded the motion.

All Council members present and voting, voted in favor 5-0. (Motion Carried)

Motion: Councilman Hough made motion to approve a Text Amendment to Update Section 153.049 of the City’s Subdivision Ordinance to Provide Standards for Access & Fire Safety for Construction Sites. Case # TA-25-6. Councilman Reeves seconded the motion.

All Council members present and voting, voted in favor 5-0. (Motion Carried)

Mayor Pro Tem Shoemaker thanked Mr. Issac Vargas who is in attendance tonight for agreeing to serve on the Public Arts Advisory Commission.

PUBLIC COMMENT- Three (3) Minute Limit

1. John Brantly: 121 Van Gogh Trail, Mount Holly, NC 28120. Mr. Brantly spoke regarding the buffer zone in Imagery Subdivision which is being cut down. Mr. Brantly reviewed his public comment from the last City Council meeting and stated that he has since learned that the case has been closed. Mr. Brantly is asking for the case to be reopened. Mr. Brantly wants to know if the stop work order is still in effect. Mr. Brantly stated that the case should not be closed. Mr. Brantly stated that he is going after NCDEQ.

CITY OF MOUNT HOLLY
CITY COUNCIL MEETING MINUTES
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COUNCIL CHAMBERS
7:00 PM

2. Quenton Goodwin: 312 W. Glendale Avenue, Mount Holly, NC 28120. Pastor Goodwin stated that he is the newly appointed Pastor at Burge Memorial United Methodist Church. Pastor Goodwin thanked the Mayor and City Council for what is being done regarding the Ransom Hunter Park. Pastor Goodwin offered support and commitment to the community of Mount Holly.

NEW BUSINESS

1. Holly Spring Petition

Jonathan Blanton

Mr. Blanton stated that Gaston County will be considering a conditional rezoning petition next Tuesday which pertains to the former Holly Springs property just outside of Mount Holly. Mr. Blanton reminded the Council that this annexation request was denied in 2017. Mr. Blanton stated that it has since gone through several different phases and requests with the property owner. Mr. Blanton stated that this is 135 acres at the corner of Rankin Avenue and West Catawba Avenue. Mr. Blanton stated that he is aware that staff and several of our elected officials have received correspondences from Gaston County regarding this project. Mr. Blanton stated that if approved, this subdivision would not be in the Mount Holly city limits. Mr. Blanton explained that the plans currently call for septic and well water to provide utility services to this subdivision. Mr. Blanton stated that the statement letter before the Council for consideration is to give an overview of the process and provide an update on how we got here. Mr. Blanton is asking for Council's direction on whether to submit this statement to Gaston County Commissioners ahead of their meeting next Tuesday.

Councilman Hough stated that the City of Mount Holly should express their concerns and that the City is not in favor of this. Councilman Hough stated that the City of Mount Holly has standards that they have not lived up to and that they have been communicated with multiple time to no avail. Councilman Hough stated that they have not responded to the City in a favorable manner. Councilman Hough stated that the City will continue to maintain the standards and apply them to everyone. Councilman Hough expressed that the county needs to understand that this is none of their business and that they need to deny this.

Motion: Mayor Pro Tem Shoemaker made a motion to submit the statement letter to the Gaston County Commissioners. Councilman Hough seconded the motion.

All Council members present and voting, voted in favor 5-0. (Motion Carried)

CITY OF MOUNT HOLLY
CITY COUNCIL MEETING MINUTES
MONDAY, JULY 14, 2025
COUNCIL CHAMBERS
7:00 PM

2. City Manager Report

Jonathan Blanton

Mr. Blanton remind everyone that there will not be a City Council Work Session on July 28, 2025 and that the next City Council meeting will be on Monday, August 11, 2025. Mr. Blanton stated that the Mount Holly Sports Hall of Fame dinner will be held Saturday, July 19, 2025 here at the Municipal Complex at 5:00 pm. Mr. Blanton stated the Traust parking lot will be opening soon. Mr. Blanton thanked the Council for their direction in this initiative as well as thanked Mr. Hunter, Truist, Stowe Insurance and Traust for allowing the City to add additional parking to our downtown. Mr. Blanton stated that staff will bring a draft development agreement and contract to the Council regarding 131 S. Main Street on August 11, 2025 asking for Council to call for a public hearing on August 25, 2025 to discuss the terms of the sale of 131 S. Main Street. Mr. Blanton stated that the ribbon cutting for Ransom Hunter Park will be in early to mid-August. Mr. Blanton announced that the Police Department will have their annual kids camp from July 21st- July 25, 2025. Mr. Blanton stated that there have been several questions regarding the building that is located directly in front of the Holiday Inn. Mr. Blanton stated that a variance for the sidewalk requirements will be coming to the Planning Commission on August 4, 2025. Mr. Blanton stated that the City will have a joint decommissioning ceremony with the City of Charlotte for the Wastewater Treatment Plant on September 16, 2025. Mr. Blanton stated that there has been some questions regarding the Wetland Project on Central Avenue. Mr. Blanton stated that this is a two-phase project that goes back to 2010 with phase one coming online in 2015 which was the construction of a 48-inch pipe that would provide for a 100- year flow. Mr. Blanton stated that the second phase of this project is a storm water control measure basin similar to the one at Tuckasee Park that is currently being constructed in order to prevent flooding and treat pollution in that area. Mr. Blanton stated that we are looking to see that project finished over the next few weeks. Mr. Blanton stated that the North Carolina Department of Environmental Quality will be considering \$9 million allocation to the City of Mount Holly for lead and copper replacements. Mr. Blanton stated that this a grant that the City applied for some time ago and if approved it will be amongst the largest allocations that the state has made towards these particular projects. Mr. Blanton took a moment to remember those in the City of Belmont whose former Mayor Charlie Martin passed away.

Councilman Hough commended Mr. Beal and his staff on his handling of the issues that were brought forth by Mr. Brantly. Councilman Hough stated that this matter has investigated and determined to be a non-issue and has been closed. Councilman Hough would like for staff to be directed to move forward and put their efforts elsewhere.

Mayor Moore entertained a motion to the matter brought by Councilman Hough.

CITY OF MOUNT HOLLY
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7:00 PM

Motion: Councilman Hough made a motion to direct staff to move forward from the case regarding Imagery and Mr. Brantly and put their efforts elsewhere until such time there is a violation. Councilman Reeves seconded the motion.

All Council members present and voting, voted in favor 5-0. (Motion Carried)

ADJOURN

Motion: Councilman Hough made a motion to adjourn the July 14, 2025 City Council Meeting at 7:24 PM. Mayor Pro Tem Shoemaker seconded the motion.

All Council members present and voting, voted in favor 5-0. (Motion Carried)

The meeting adjourned at 7:24 PM



Regular Meeting Agenda Action Form

Meeting Date

August 11, 2025

From

City Management

PRESENTATIONS Item # 1

Community Relief Organizations' Taste of the Town Event

Will this require a public hearing?

No

Background/Purpose of Request

The Community Relief Organization will be sharing information regarding their upcoming fundraising event to be held on September 13th 2025.

Fiscal Impact

Will Item affect current budget?
Reviewed by Finance Director?
Preaudit Certification Required?
Capital Project Ordinance
Required?
Budget Transfer Required?
Total City Dollars:
Budget Code:
Reviewed by City Attorney?

Manager/Staff Recommendation

Attachments

None



Regular Meeting Agenda Action Form

Meeting Date

August 11, 2025

From

Brandon Livingston, Planner II
Planning

PUBLIC HEARING Item # 1

Public Hearing to Consider Rezoning Parcel #s 123804 & 123794 from RD, Residential Downtown to B-1, Central Business, as Submitted by First Presbyterian Church. Case #R-25-3.

Will this require a public hearing?

Yes

Background/Purpose of Request

Staff received a rezoning application from the First Presbyterian Church to rezone Parcel #s 123804 & 123794 from RD, Residential Downtown to B-1, Central Business. This 0.67-acre area located along E Catawba Avenue is directly adjacent to B-1 properties, and would add to the economic vitality of the area. The staff are supportive of the request, as it meets goals set out in the City's Land Use Plan by continuing to facilitate downtown growth and development, and to encourage neighborhood investments that increase the viability of downtown. This rezoning would help to activate our downtown area by providing additional commercial properties to offer services to existing residents, while adding appeal for future visitors.

Again, staff recommends approval, as we feel this moves the downtown area forward, provides new development opportunities, and has support from both the Land Use Plan, and the Planning Commission.

The Planning Commission considered this request at their August 4th meeting, and voted unanimously (9-0) to recommend approval.

Fiscal Impact

Will Item affect current budget?	No.
Reviewed by Finance Director?	No.
Preaudit Certification Required?	No.
Capital Project Ordinance Required?	No.
Budget Transfer Required?	No.
Total City Dollars:	NA
Budget Code:	NA
Reviewed by City Attorney?	No.

Manager/Staff Recommendation

The Planning Commission, as well as Planning staff, recommend approval of the rezoning request, as presented. Please find attached the Statement of Consistency, and other relevant documents.

Attachments

1. Rezoning Application for First Presbyterian Church
2. First Presbyterian Church Rezoning (Map)
3. Downtown Place Type from Land Use Plan
4. Statement of Consistency_First Presbyterian Church Rezoning_Edited_072825



**MOUNT HOLLY
PLANNING AND DEVELOPMENT**

**Planning Commission
Rezoning Application**

Date Submitted: 6-19-25 Fee: 2-Acres or less \$300.00 ☒
2-10 Acres \$400.00 _____
10 + Acres \$600.00 _____ Case Number R-25-3

Provide the required information as indicated below. Pursuant to the Zoning Ordinance, this application will not be processed until application fees are paid; the form below is completed & signed; & all required maps, plans & documents have been submitted to the satisfaction of the Administrator. A pre application meeting with Planning staff is required. Scheduling for the Planning Commission agenda will be based on the determination of a complete application submittal.

Pursuant to Section 14.2 B-2 of the Zoning Ordinance, the undersigned hereby requests Mount Holly to rezone the property described below from the RD zoning district to the B-1 zoning district.

Said property is located no assigned address, adjacent to 133 S. Main St on E. Catawba in _____ Township; Being a total of: .67 acres.

Further referenced by the Gaston County Tax Department as:

Tax Parcel # 1 2 3 8 0 4 _____

Tax Parcel # _____

Tax Parcel # 1 2 3 7 9 4 _____

Tax Parcel # _____

Tax Parcel # _____

Tax Parcel # _____

Check One:

- ☒ The property requested for rezoning is an entire parcel or parcels as shown on the Gaston County Tax Map.
☐ The property requested for rezoning is a portion of a parcel or parcels as shown on the Gaston County Tax Map; a written legal description of the property and/or a map are attached.

Check One:

- ☒ The applicant is the property owner(s)
☐ The applicant is an agent representing the property owner(s); the letter of property owner permission is attached.
☐ The applicant has an option to purchase or lease the property; a copy of the offer to purchase or lease to be submitted if the owner's signature is not provided (financial figures may be deleted).
☐ The applicant has no connection to the property owner and is requesting a third-party rezoning.

I hereby agree to conform to all applicable laws of the City of Mount Holly and the State of North Carolina and certify that the information provided is complete and accurate to the best of my knowledge. I acknowledge that by filing this application, representatives from Mount Holly Planning and Development may enter the subject property for the purpose of investigation and analysis of this request.

YOU OR SOMEONE REPRESENTING YOU MUST BE PRESENT AT THE PUBLIC HEARING

Submitted by

Jeff Kaylor
Property Owner Signature
Jeff Kaylor for First Presbyterian Church
Name
PO Box 687
Mailing Address
Mount Holly, NC 28120
City, State and Zip Code
704-827-0521 office@fpc.mountholly.com
Phone Number Email Address

Representative/ Applicant Signature (if applicable)

Name

Mailing Address

City, State and Zip Code

Phone Number

Email Address

First Presbyterian Church (Parcel #'s 123804 & 123794)
FROM RD TO B-1



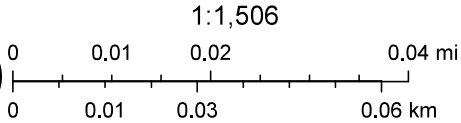
7/24/2025, 11:44:32 AM

Parcels (Mount Holly)

Zoning

B-1

R-D



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

DOWNTOWN

The Downtown area represents the historic and civic heart of Mount Holly. This area is intended to have an urban character that blends the old with the new and integrates parks and open spaces in intentional ways. Development includes both new and adaptively reused historic buildings that support a mix of employment, commercial, entertainment, civic, and residential uses in single-use and vertically mixed-use buildings. Buildings frame attractive, pedestrian-scale streets.

Intent

- Promote infill development on vacant lots.
- Support multifamily and attached residential development.
- Reduce/consolidate surface parking (encourage shared parking).
- Retain historic character through adaptive reuse of existing buildings.
- Improve connections and transitions to surrounding neighborhoods.
- Employ standards for quality architectural design.

Typical Uses

Primary

Retail

Office Business

Professional Services

Community Facilities

Secondary

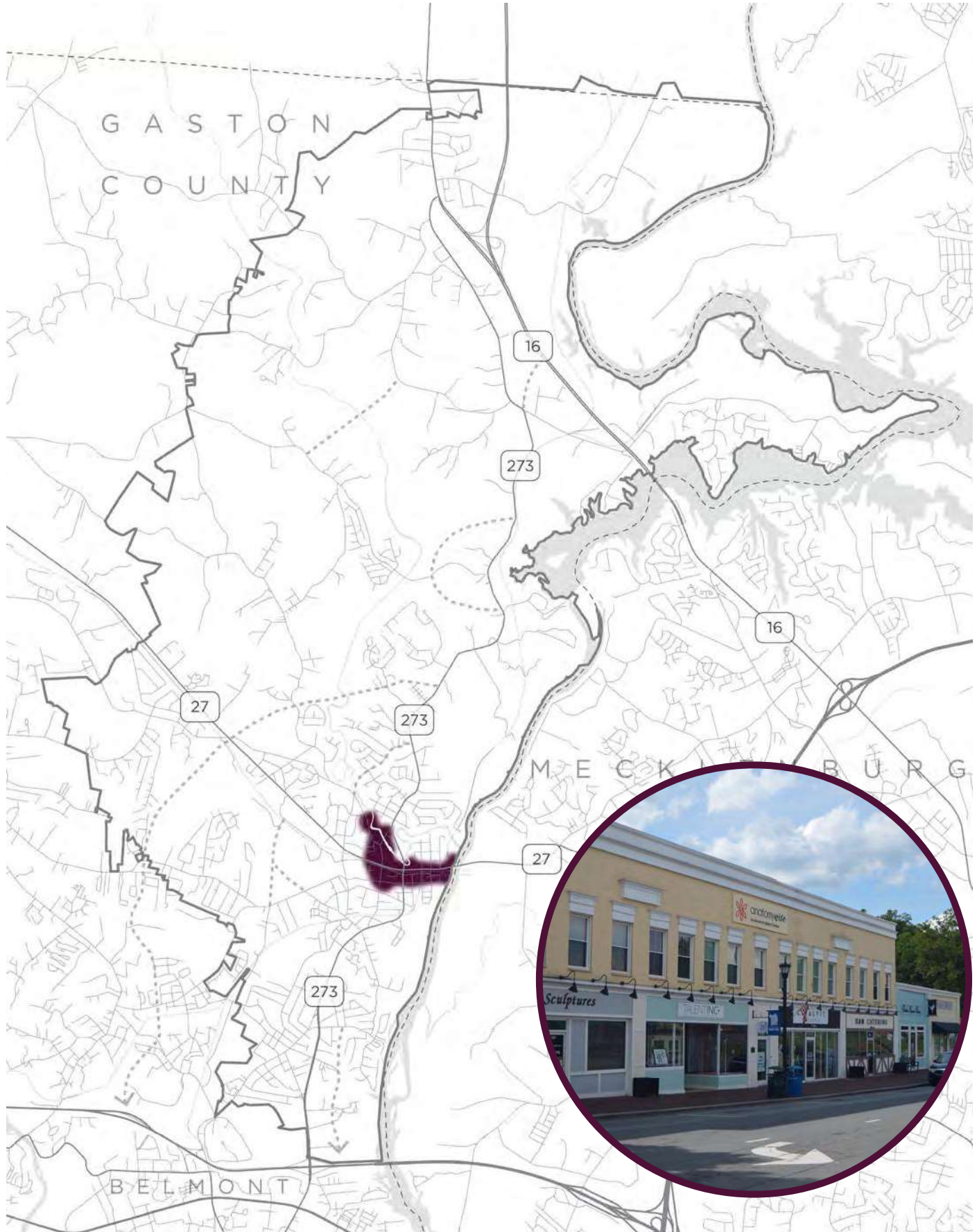
High Density Multifamily

Small Lot Single-Family Housing

Characteristics

Land Use	Land Use Mix	10% Residential, 50% Retail, 40% Office
	Building Form	Attached, Fronting Public Streets
	Building Height (typical)	35'
	Residential Density	12 dwelling units per acre
	Non-Residential Intensity	0' setbacks; No Minimum Square Footage
	Lot Coverage (typical)	100%
Transportation	Transportation Options	Auto, Bicycle, Pedestrian, Transit (if feasible)
	Access & Connectivity	Limited Curb Cuts, Shared Access, Modified Grid
	Parking Provision	Behind Building, Public Parking, On-Street

PLACE TYPE LOCATION MAP





Statement of Consistency

In considering the request associated with application R-25-3, to rezone a 0.67-acre tract of land, located adjacent to 137 South Main Street, at Parcel ID # 123804 and 123794, from RD, Residential Downtown to B-1 Central Business, the Mount Holly Planning Commission finds the petition to be a reasonable request and in the public interest. It further finds it to be consistent with the Land Use Plan because:

- This rezoning would expand the downtown core, which is a goal of the Land Use Plan.
- The rezoning is consistent with Land Use Policy Goal # 3 to promote infill development and the clustering of growth in developed areas of the City as identified in the future land use map.
- The rezoning is consistent with Economic Development Policy Goal # 3 to continue to facilitate downtown growth and development.

This finding(s) is supported by a - vote by the Mount Holly City Council during its August 4, 2025 meeting.

Teraseta Ellerbe, Chair

August 4, 2025
Date



Regular Meeting Agenda Action Form

Meeting Date

August 11, 2025

From

Brandon Livingston, Planner II
Planning

PUBLIC HEARING Item # 2

Public Hearing to Consider an Update to Sections 159.059 & 153.082-C of the Subdivision & Land Development Ordinance to Make Regulations Regarding Street Lights Clearer. Case # TA-25-8.

Will this require a public hearing?

Yes

Background/Purpose of Request

This staff initiated text amendment was a collaborative process between Public Works, Site Inspection, Engineering, Building Maintenance, and Planning to make the process for how street lights are taken over for payment of the utility bills associated with the provision of street lighting from HOAs clearer. Also, the ordinance provides additional background and clarity, to both staff and the development community by reworking wording in both Sections to underline what the City's responsibilities are regarding street lights, which are simply the payment of utility bills, if and when street lights are dedicated and accepted by the City.

Again, staff has worked with other departments to ensure that the proposed ordinance update provides the requested improvements which were sought, which should improve clarity, and streamline the process for how street light bills are accepted for payment, after they meet outlined City standards. Lastly, this amendment, and the work and conversations that were had between departments to support, will hopefully promote greater ease of reviewing, inspecting, and potentially accepting street light utility bills for payment for street lights in the future.

The Planning Commission heard this case at their August 4th meeting, and voted unanimously (9-0) to recommend approval. Staff recommends approval, and we can answer any questions at the hearing.

Fiscal Impact

Will Item affect current budget? No.
Reviewed by Finance Director? No.
Preaudit Certification Required? No.
Capital Project Ordinance Required? No.
Budget Transfer Required? No.
Total City Dollars: NA
Budget Code: NA

Reviewed by City Attorney? No.

Manager/Staff Recommendation

The Planning Commission, as well as Planning staff, recommend that the text amendment be approved as written.

Attachments

1. Application for Street Light Maintenance Transfer Text Amendment
2. TA-25-8_Red Lines_Final



APPLICATION FOR TEXT AMENDMENT
CITY OF MOUNT HOLLY, NORTH CAROLINA

Date Filed: **6-26-2025**. Application Number: **TA-25-8**.

I, the undersigned, do hereby respectfully make a formal application for your review of my request concerning the text amendment described below:

1. The amendment is found in the City of Mount Holly Zoning Ordinance relating to: **Amend the Subdivision and Land Development Ordinance Sections 159.059 & 153.082-C to make the process for transferring street lights over to the City for maintenance clearer.**
2. The following statement best describes what you would like the text amendment to reflect: **This proposed text amendment has been submitted by staff and would specify the requirements as to when the City will take over the responsibility of utility bill payments.**
3. Name: **Brandon Livingston, Planner II.**
Address: **400 E Central Avenue Mount Holly, NC 28120.**

704-951-3017
Phone Number

Brandon Livingston
Signature of Applicant

INSTRUCTIONS: Applications must be TYPED or LEGIBLE and filed with the City of Mount Holly Planning and Zoning Department, together with the application fee in the amount of **\$250.00** (See **Fee Schedule**) at least 30 days prior to the Planning Commission meeting for initial consideration.

§ 153.059 STREET LIGHTS.

The subdivider and/or applicant shall be responsible for submitting a lighting plan. The lighting plan must be prepared by Duke Energy or a lighting engineer/consultant and must show decorative light poles of a type supplied, installed and maintained by Duke Energy ~~or by a lighting engineer/consultant~~. The developer must make financial arrangements with Duke Energy prior to final plat approval, requiring Duke Energy to install, ~~perpetually~~ maintain and replace such decorative poles. -All lighting construction costs, such as adverse conditions, abnormal construction costs and materials also known as “decorative adder fees” will need to be paid before the City will assume the lighting contract. -The City will only pay for public lighting energy costs. The developer shall maintain consistency throughout the entire subdivision so that all light poles will be of the same type and installed every 200 feet throughout the development starting from the entrances of all developments and/or subdivisions. ~~[M1]~~ Planning staff can work to alter the placement of street lights to ensure that street lights work with other site plan elements, such as street trees, and utility lines.— All installations shall require underground wiring and shall be installed by Duke Energy ~~to city standards~~, according to the Duke Energy Lighting Plan (adopted on December 13, 1999). The developer shall submit the lighting plan with the construction plan package and shall be approved as a part of the construction plans. The City Engineer and Site Inspector will verify that the lighting plans have been inspected and accepted. ~~Following~~ City Council approval for the bond release, the developer will be responsible for notifying the HOA of the development stating that the city will be taking over the provided Duke Energy accounts. At this time, the developer will also submit the Duke Energy account numbers for street lighting when they request the bond release. Once the new poles have been installed, any relocations or modifications to the installation will be at the expense of the HOA or developer, not at the expense of the City

Further details regarding the installation & development of street lights in the City, please see 153 0.82-C of the City’s Subdivision Ordinance.

(Ord. passed 9-27-2021; Ord. passed 4-14-2025) Penalty, see § 153.999

§ 153.082 ROADWAY.

(C) Street lighting.

(1) The developer shall be required to install decorative street lighting on all streets. All lighting shall be installed, ~~and purchased by the developer~~ prior to final acceptance by the ~~eCity for the payment of utility bills~~. The city shall not be responsible for maintenance and repair of decorative street lighting. Maintenance and repair of decorative lighting shall be the responsibility of the utility provider, or the homeowner or property owners’ association. ~~The City’s only reasonability responsibility as it relates to street lights is the payment of utility bills after street lights have been fully installed, purchased, and inspected by the City & accepted by Building Maintenance for payment of utility bills associated with street lights.~~

(2) The developer shall consult with the appropriate utility provider in the development of proposed street lighting plans. Lighting plans shall be submitted to the Planning and Development Department for approval prior to installation of lighting. All poles shall be of metal construction. Wooden poles are not allowed. In the interest of cost savings, the city reserves the right to require the most energy efficient style lighting as part of the lighting plan submitted such as, but not limited to, light-emitting diode (LED).

(3) Street lights shall be located at all intersections, at the end of all cul-de-sacs and turnarounds and at the beginning of entrances to all new developments and/or subdivisions and then every 200 feet thereafter. Street lights that are not located at intersections shall be located on or adjacent to property corners.

Further details regarding the installation & development of street lights in the City, please see 153 0.59 of the City's Subdivision Ordinance.



Regular Meeting Agenda Action Form

Meeting Date

August 11, 2025

From

City Management

OLD BUSINESS Item # 1

Discussion of proposed development agreement and sales contract and call for a public hearing to consider the conveyance of 131 South Main Street for redevelopment pursuant to NCGS 158-7.1.

Will this require a public hearing?

No

Background/Purpose of Request

Fiscal Impact

Will Item affect current budget?
Reviewed by Finance Director?
Preaudit Certification Required?
Capital Project Ordinance
Required?
Budget Transfer Required?
Total City Dollars:
Budget Code:
Reviewed by City Attorney?

Manager/Staff Recommendation

Attachments

None