



November 10, 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**

November 10, 2025 | 7:00 PM
Municipal Complex - Council Chambers
400 East Central Avenue
Mount Holly, NC 28120

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE: Boy Scout Troop #59

SET THE AGENDA

CONSENT AGENDA

1. Approval to accept Assignment Assumption of Contract and Consent to Assignments from Red Clay to Aviator Paving Company - South Gateway Connector Road
2. Approval to Award Contract for Pavement Preservation Project RFP to Slurry Pavers, Inc.
3. Approval of Application to the NCDOT's Pedestrian Safety Grant Program
4. Approval of Application for NCLM Safety Grant
5. Approval of City Council Meeting Minutes — October 27, 2025
6. Approval of City Council Closed Session Minutes — October 27, 2025

PRESENTATIONS

1. Presentation by David Childers

David Childers

PUBLIC COMMENT –Three (3) Minute Limit

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

November 10, 2025

From

Steven Haynie, Site Inspector
Public Works

CONSENT AGENDA Item # 1

Approval to accept Assignment Assumption of Contract and Consent to Assignments from Red Clay to Aviator Paving Company - South Gateway Connector Road

Will this require a public hearing?

No

Background/Purpose of Request

Red Clay was purchased by Aviator Paving Company Charlotte, LLC. The City is currently under contract with Red Clay Industries, Inc, for the construction of South Gateway Road Phase 1. The Assignment Assumption of Contract and Consent to Assignments was submitted to the City for review and signatures on October 20, 2025. This document serves as a transfer of all assignments previously voted on by Council.

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 approval.

Attachments

1. Assignment Assumption of Contract and Consent to Assignments & Correspondence City - KCA
2. Red Clay Signed Contract

ASSIGNMENT ASSUMPTION OF CONTRACT AND CONSENT TO ASSIGNMENTS

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACT ("Agreement") is made effective as of October 1st, 2025, by and between Red Clay Industries, a North Carolina corporation ("Red Clay"), and Aviator Paving Company Charlotte, LLC, a North Carolina limited liability company ("Aviator").

RECITALS

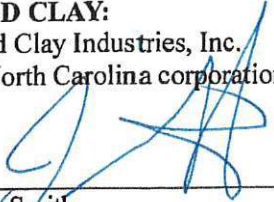
- A. Red Clay and City of Mount Holly ("Mount Holly") entered into a Contract Agreement dated March 6, 2025, pursuant to which Red Clay agreed to perform certain work as provided therein, a copy of which is attached hereto as Exhibit A ("Contract").
- B. Red Clay desires to assign to Aviator all of Red Clay's right, title and interest in and to the Contract, and Aviator desires to accept such assignment and assume the obligations of Red Clay under the Contract.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Aviator and Red Clay agree as follows:

- 1. Assignment. Red Clay hereby assigns to Aviator all of Red Clay's right, title and interest in and to the Contract.
- 2. Acceptance and Assumption. Aviator hereby accepts such assignment and agrees to assume all of the obligations of Red Clay under the Contract.
- 3. Liability. Red Clay acknowledges and agrees that it shall not be released from any of the obligations of "Contractor" as such term is defined in the Contract.
- 4. Miscellaneous. North Carolina law will govern the interpretation and enforcement of this Agreement. This Agreement shall bind the parties and their respective successors and assigns. This Agreement may be executed in one or more counterparts, each of which shall constitute an original but which together shall constitute one instrument. Electronic copies of this Agreement and the parties' signatures hereto will have the same force and effect as originals.

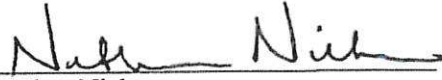
IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

RED CLAY:
Red Clay Industries, Inc.
a North Carolina corporation



Jim Smith
President

Aviator:
Aviator Paving Company Charlotte, LLC,
a North Carolina limited liability corporation



Nathan Nickerson
Director of Operations

JOINDER

Mount Holly joins in the execution of this Agreement for the sole purpose of consenting to the assignment of the Contract by Red Clay to Aviator.

Landmark:
City of Mount Holly

Name:
By:



Steven Haynie <steven.haynie@mtholly.us>

Request for Written Confirmation of Company Sale

5 messages

Steven Haynie <steven.haynie@mtholly.us>

Fri, Oct 17, 2025 at 4:52 PM

To: Roger Jones <rjones2@kcaeng.com>, Zack Higgins <ZHiggins@kcaeng.com>, Jeff Harward <JHarward@kaceng.com>
 Cc: Jonathan Blanton <jonathan.blanton@mtholly.us>, Brian Dupont <brian.dupont@mtholly.us>, Jason Green <jason.green@mtholly.us>, Robert Stewart <robert.stewart@mtholly.us>, Jon Ford <jon.ford@mtholly.us>, Ryan Phillips <ryan.phillips@mtholly.us>

Good afternoon Roger,

The City would like a formal request to be sent to Red Clay Industries requesting documentation regarding the pending sale of their company to Aviator Paving Company, Charlotte LLC. In addition to the request the City would like a written confirmation outlining the details of this transaction to ensure continuity of obligations and compliance of the existing contract for South Gateway Road Phase 1.

At minimum, the letter should include:

- * The specific date on which the sale or transfer of ownership is scheduled to occur.
- * The manner in which the sale will be executed (e.g. merger, acquisition, transfer of assets, etc).
- * The parties/entities involved in the transaction.
- * The process by which new Performance & Payment Bonds will be issued to replace the existing, as well as new contracts (if needed), to ensure uninterrupted coverage of contractual obligations moving forward with South Gateway Road Phase 1.

Team please feel free to add/remove any additional information.

--

Steven Haynie
 Manager of Capital Projects & Inspections
 Office-980-421-6967 Ext. 1012
 Cell- 980-525-9774
 Email- steven.haynie@mtholly.us



Roger Jones <RJones2@kcaeng.com>

Fri, Oct 17, 2025 at 5:10 PM

To: "Steven.Haynie" <Steven.Haynie@mtholly.us>, Zack Higgins <ZHiggins@kcaeng.com>, Jeff Harward <JHarward@kaceng.com>
 Cc: "Jonathan.Blanton" <Jonathan.Blanton@mtholly.us>, "Brian.Dupont" <Brian.Dupont@mtholly.us>, Jason Green <jason.green@mtholly.us>, Robert Stewart <robert.stewart@mtholly.us>, "jon.ford" <jon.ford@mtholly.us>, Ryan Phillips <ryan.phillips@mtholly.us>

Steven,

Will do.

Sincerely,

Roger



Roger Jones, PE
Transportation Engineer II
 Email: RJones2@kcaeng.com
 Office: 704.932.2122
 Cell: 336-240-1952
 Web: www.kisingercampo.com

From: Steven Haynie <steven.haynie@mtholly.us>
Sent: Friday, October 17, 2025 4:53 PM
To: Roger Jones <RJones2@kcaeng.com>; Zack Higgins <ZHiggins@kcaeng.com>; Jeff Harward <JHarward@kaceng.com>
Cc: Jonathan.Blanton <Jonathan.Blanton@mtholly.us>; Brian.Dupont <Brian.Dupont@mtholly.us>; Jason Green <jason.green@mtholly.us>; Robert Stewart <robert.stewart@mtholly.us>; jon.ford <jon.ford@mtholly.us>; Ryan Phillips <ryan.phillips@mtholly.us>
Subject: Request for Written Confirmation of Company Sale

Caution: External email.

[Quoted text hidden]

This message (and any associated files) may contain confidential and/or privileged information. If you are not the intended recipient or authorized to receive this for the intended recipient, you may not use, copy, disclose or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by sending a reply e-mail and delete this message. Thank you for your cooperation.

CONFIDENTIALITY NOTE: This communication may be privileged and confidential. It should not be disseminated to others. If received in error, please immediately reply that you have received this communication in error and then delete it. Thank you.

Mail Delivery Subsystem <mailer-daemon@googlemail.com>
 To: steven.haynie@mtholly.us

Sat, Oct 18, 2025 at 7:59 PM



Delivery incomplete

There was a temporary problem delivering your message to JHarward@kaceng.com. Gmail will retry for 44 more hours.

Roger Jones
Project Manager
RJones2@kcaeng.com

October 20, 2025

Jim Littleton
Vice President
Red Clay Industries
JLittleton@redclayindustries.com

Subject: Red Clay Name Change Information Request– Impacts to South Gateway Project

Dear Mr. Littleton,

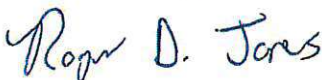
The City requests documentation sent to my attention regarding the pending sale of their company to Aviator Paving Company, Charlotte LLC. In addition to the request the City would like a written confirmation outlining the details of this transaction to ensure continuity of obligations and compliance of the existing contract for South Gateway Road Phase 1.

At minimum, the letter should include:

- The specific date on which the sale or transfer of ownership is scheduled to occur.
- The way the sale will be executed (e.g. merger, acquisition, transfer of assets, etc).
- The parties/entities involved in the transaction.
- The process by which new Performance & Payment Bonds will be issued to replace the existing, as well as new contracts (if needed), to ensure uninterrupted coverage of contractual obligations moving forward with South Gateway Road Phase 1.
- The name to be used on Pay Applications.

Please respond within 5 business days.

Sincerely,



Digitally signed by Roger Jones
DN: C=US, E=rjones2@kcaeng, O=KCA, OU=Kanapolis,
CN=Roger Jones
Date: 2025.10.20 17:29:52-04'00'

Roger Jones



Request for Proposals
Construction of the South Gateway
Connector Road Phase 1

Date Issued: January 16, 2025

**City of Mount Holly, NC
400 East Central Avenue
Mount Holly, NC 28120**

City of Mount Holly, NC Construction of the South Gateway Connector Road Phase 1

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 Ext:1003 E-mail: Elizabeth.bell@mtholly.us
PROJECT:	Construction of the South Gateway Connector Road Phase 1
BID DUE DATE:	February 13th, 2025 at 10:00 AM

INVITATION TO BID

Sealed bids will be received on or before **February 13th, 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 and all bid prices read aloud for the following:

Construction of the South Gateway Connector Road Phase 1

Bid Bond: Each bid that equals or exceeds \$100,000 shall be accompanied by a corporate bid bond or certified check in the amount of at least 5% of the total amount bid for the contract. The bid bond shall be executed by a corporate surety licensed in North Carolina to execute such bonds.

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 Duncan Parnell: <https://bidroom.duncan-parnell.com/>. All minority, women and small businesses are strongly encouraged to apply.

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.

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. 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 Thursday, February 13, 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

City of Mount Holly, NC Construction of the South Gateway Connector Road Phase 1

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:

- Insurance documents
- If applicable - Bid Bond/Deposit of at least 5% of any bid amount \$500,000.00 and over
- E-Verify
- City provided Bid Form
- Acknowledgment of Addenda
- Execution of bid

STANDARD PROVISIONS

Project name: Construction of the South Gateway Connector Road Phase 1

SCOPE OF WORK: The project involves the construction of approximately 900 linear feet (LF) of new public roadway connecting to YMCA Drive. The proposed roadway will consist of two 13-foot travel lanes and a 10-foot multi-use path to accommodate vehicular, pedestrian, and cyclist traffic. The scope includes associated storm drainage improvements to ensure proper water management, curb ramps for ADA compliance, and the installation of a guardrail where necessary for safety.

Additionally, the project includes the installation of approximately 900 LF of 12-inch ductile iron pipe (DIP) water line. This will involve coordination with existing utilities and adherence to specified water service standards.

The construction will also require temporary traffic control measures to ensure the safety of workers and the public, as well as the implementation of erosion control measures to minimize environmental impact throughout the duration of the project.

This project covers Phase 1 of a two-phase project. Phase 2 will connect to the southern end of Phase 1 and continue to the roadway to Caldwell Drive. Phase 2 is not included in this scope of work.

City of Mount Holly, NC Construction of the South Gateway Connector Road Phase 1

PRE-BID MEETING: A Pre-Bid Meeting is scheduled for 10:00 AM on Wednesday, January 29th 2025 at 400 E, Central Avenue Mt. Holly, North Carolina 28120 in the Council Chambers. Attendance is Mandatory for all potential bidders.

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;

City of Mount Holly, NC Construction of the South Gateway Connector Road Phase 1

- (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 North Carolina General Contractor's License Number on the bid form. In addition to the General Contractor's License, the bidder shall also provide the electrical contractor's 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. 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.

City of Mount Holly, NC Construction of the South Gateway Connector Road Phase 1

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, 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.

City of Mount Holly, NC Construction of the South Gateway Connector Road Phase 1

GUARANTEE

Warranty

The Contractor shall guarantee all materials and workmanship for a period of one (1) year from the date of acceptance by the City and shall replace any portions that fail because of faulty materials or workmanship at no additional cost to the City. A six (6) month and eleven (11) month inspection will be held during the warranty period. The Contractor shall immediately repair all defective items upon notification. Items repaired under the provisions shall have an extended warranty period of twelve (12) months from the date of repair of the item.

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.

City of Mount Holly, NC Construction of the South Gateway Connector Road Phase 1

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 two hundred and fifty dollars (\$250.00), 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.

OSHA REQUIREMENTS

The Contractor shall comply with OSHA 29 CFR Part 1926, Subpart P – Excavations, 29 CFR Part 1910.146, Permit-required confined spaces and all other applicable regulations.

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.

City of Mount Holly, NC Construction of the South Gateway Connector Road Phase 1

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.

PERMITTING AND FEES

The Contractor shall secure and pay for all construction permits and licenses and will pay all governmental charges and governmental inspection fees necessary for the execution of the work, which are applicable at the time of his/her bid.

PERSONAL PROPERTY

All equipment and other similar types of personal property specified in the contract and purchased with funds provided under the contract become the property of the City upon the termination or expiration of this contract, unless expressly stated otherwise.

PROJECT CLOSEOUT DOCUMENTS

The Contractor 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
5. As-built drawings

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

STANDARD SPECIFICATIONS

The current edition including revisions of the North Carolina Department of Transportation, Standard Specifications for Roads and Structures, hereinafter referred to as the "Standard Specifications" shall apply on all portions of the project unless otherwise specified herein and the current edition of the City's Land Development Guidelines.

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.

City of Mount Holly, NC Construction of the South Gateway Connector Road Phase 1

TAXES AND LICENSES

North Carolina sales and/or use taxes are applicable to purchases of building materials and other tangible personal property by Contractors for use in performing City contracts (see Tax Statement Submittal section of this contract). Use tax is also due on construction equipment brought into North Carolina for use in the performance of City contracts (N.C. Revenue Laws, G.S. 105-164.4 and G.S. 105-164.6). Contractors are liable for payment of applicable franchise, corporate income, license and withholding taxes (N.C. Revenue Laws, G.S. 105-122, G.S. 105-123, G.S. 105-163.2).

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.

TITLE

All goods delivered or provided to the City or otherwise pursuant to the contract, and the title thereto, shall be free any security interest, lien, contract restriction, or other form of encumbrance. Title shall pass to the City at the place of delivery to the City, subject to the City's right to inspect and accept or reject the goods.

City of Mount Holly, NC Construction of the South Gateway Connector Road Phase 1

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 6th, 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 website. 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	January 16, 2025
Pre-Bid Meeting 10:00 AM	January 29, 2025
Questions due by email at 1:00 PM	February 6, 2025
Bids due by 10:00 AM	February 13, 2025
Award Contract	February 2025

City of Mount Holly, NC Construction of the South Gateway Connector Road Phase 1

PROJECT SPECIAL PROVISIONS

CONTRACT PERIOD

The Contract period will begin upon the issuance of the Notice to Proceed, and will extend thirty (30) calendar days thereafter.

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.

CONSTRUCTION STAKES, LINES AND GRADES

Construction stakes, lines and grades will be provided by the Contractor at his own expense.

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.

EXISTING UTILITIES

The Contractor shall adhere to the provisions of the 1985 Underground Damage Prevention Act, North Carolina General Statutes 887, Chapter 785, Senate Bill 168, Article 3. To assist the Contractor and utility owners in meeting the requirements of this law, there is a "one-call system" called "NC ONECALL."

Most major utilities with underground facilities in the State subscribe to this service. For calls originating within North Carolina, the NC ONECALL telephone number is 800-632-4949 or 811.

For calls originating outside of North Carolina, the number is 919-855-5760. The Contractor shall include the cost of any coordination and cooperation of utilities in his bid.

No additional compensation shall be allowed for delays or inconvenience sustained by the Contractor due to utility relocation or adjustments. No additional payment will be made for re-mobilization required by the utility's failure to relocate a utility at the request of the Contractor. The Contractor should refer to Section 108-10(B) paragraphs of the Standard Specifications.

Where changes to utility facilities are to be made solely for the convenience of the Contractor, it shall be the Contractor's responsibility to arrange for such changes, and the Contractor shall bear all costs of such changes.

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.

City of Mount Holly, NC Construction of the South Gateway Connector Road Phase 1

HAZARDOUS MATERIALS

If the Contractor encounters any materials considered or suspected of being hazardous, he shall immediately secure the area and contact the City of Mount Holly Fire Department for further instructions.

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.

MATERIALS AND EQUIPMENT STORAGE

The Contractor shall be responsible for locating and providing storage areas for construction materials and equipment. The material and equipment storage shall comply with all local and state ordinances throughout the construction period. The Contractor shall restore the storage area to its original condition upon completion of the Project or upon such time as directed by the Project Manager. Such restoration shall be at no additional cost to the City.

The Contractor shall be responsible for the safeguarding of materials and equipment against fire, theft and vandalism and shall not hold the City responsible in any way for the occurrences of same. The Contractor shall furnish and erect, at no additional cost, whatever works may be necessary for the protection of the public, including but not limited to barricades, fences, etc. Prior to final payment being made, the Contractor shall obtain a release from the property owner of the storage area utilized for the 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.

City of Mount Holly, NC Construction of the South Gateway Connector Road Phase 1

QUANTITY TICKETS

All quantity tickets for items not measurable in place shall be submitted in duplicate to the Project Inspector within seventy-two (72) hours after receipt of the material on the job. Each ticket shall indicate the date, contractor, job location and name, type of material, quantity of material, truck number and signature of the Contractor or his authorized representative.

No tickets will be accepted after seventy-two (72) hours have elapsed between the time of delivery and the submittal of tickets to the Project Inspector.

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.

SAWING EXISTING PAVEMENT

Where asphalt or concrete (curb, sidewalk, roadway, driveways, parking lots, etc.) is to be removed, the Contractor shall provide a neat edge along the pavement being retained by sawing the pavement a minimum of 2" deep and 1' wide before breaking and removing adjacent pavement.

When the Contractor proposes to saw pavement more than one foot from the proposed pavement (curb, sidewalk, structure, etc.), the Contractor shall obtain approval from the Engineer prior to saw cutting and removing pavement.

The cost of sawing asphalt or concrete shall be considered incidental and shall be included in the contract price.

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.

SHOULDER REPAIR

Description: The contractor shall backfill with topsoil along the edge of pavement after final paving. The backfill shall be a minimum of 12" in width tapered from the edge of pavement to the existing ground and shall be lightly compacted. The backfill shall be limed, fertilized, seeded, and mulched in accordance with the specifications in the plans. Seeded areas shall exhibit a full stand of grass at the end of the warranty period.

The total measurement for shoulder repair shall be included in the base bid. Payment for shoulder repair shall be inclusive of all labor, material, and workmanship to place the soil backfill, seeding and mulching. Shoulder repair will be measured per linear foot of shoulder repair that has been installed, stabilized and accepted.

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.

SUBSURFACE INVESTIGATION

The Contractor shall make his own subsurface investigations. Any information obtained by the City as a result of its own subsurface investigations will be made available upon request. This information (when available) is provided for informational purposes only and shall not relieve the Contractor from making his own investigations. The Contractor shall obtain all necessary permits prior to making any pavement cuts on existing streets.

SURVEYING

Any construction surveying, stakeout and as-built plans shall be the responsibility of the Contractor and shall be inclusive of the base bid.

City of Mount Holly, NC Construction of the South Gateway Connector Road Phase 1

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.

PROJECT PROPOSAL SECTION

City of Mount Holly, NC Construction of the South Gateway Connector Road Phase I

PROJECT NAME: Construction of the South Gateway Connector Road Phase I

The undersigned, having carefully examined the site and familiarize 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: 1 DATE: 1-29-25 INITIAL: YR2

NUMBER: 2 DATE: 2-6-25 INITIAL: YR2

NUMBER: 3 DATE: 2-10-25 INITIAL: YR2

NUMBER: _____ DATE: _____ INITIAL: _____

Company Name: Red Clay Industries



PROJECT: Construction of the South Gateway Connector Road Phase 1

BID FORM

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

Line Item	DOT Item No.	DOT Sec No.	Description	Qty.	Unit	Unit Cost	Bid Amount
1	0000100000-N	801	Mobilization	1.0	LS	78,925. ⁰⁰	78,925. ⁰⁰
2	0043000000-N	226	Grading	1.0	LS	225,000. ⁰⁰	225,000. ⁰⁰
3	0043000000-N	226	Undercut Excavation	206.0	CY	21. ⁰⁰	4,326. ⁰⁰
4		SP	Rock Removal	2,600.0	CY	90. ⁰⁰	234,000. ⁰⁰
5	0163000000-E	250	Breaking of Existing Concrete Pavement	54	SY	42. ⁰⁰	2,268. ⁰⁰
6	0163000000-E	250	Removal of Existing Concrete Pavement	54	SY	51. ⁰⁰	2,754. ⁰⁰
7	0194000000-E	265	Select Granular Material, Class III	1,828	CY	95. ⁰⁰	173,660. ⁰⁰
8	0318000000-E	300	Foundation Conditioning Material, Minor Structures	268	TON	80. ⁰⁰	21,440. ⁰⁰
9	0320000000-E	300	Foundation Conditioning Geotextile	529	SY	22. ⁰⁰	11,638. ⁰⁰
10	0384000000-E	310	30" RC Pipe Culv, Class III	228	LF	125. ⁰⁰	28,500. ⁰⁰
11	0402000000-E	310	48" RC Pipe Culv, Class III	127	LF	275. ⁰⁰	34,925. ⁰⁰
12	0453000000-E	310	30" Pipe End Section	4	EA	8,500. ⁰⁰	34,000. ⁰⁰
13		840	72" Offset Precast Manhole	1	EA	15,500. ⁰⁰	15,500. ⁰⁰
14		840	72" Offset Precast Manhole	9.1	LF	950. ⁰⁰	8,645. ⁰⁰
15		840	48" x 48" Precast Drop Inlet	1	EA	12,400. ⁰⁰	12,400. ⁰⁰
16		840	48" x 48" Precast Drop Inlet	11.4	LF	650. ⁰⁰	7,410. ⁰⁰
17	1121000000-E	520	Aggregate Base Course	177.0	TON	76. ⁰⁰	13,452. ⁰⁰
18	1297000000-E	607	Milling Asphalt Pavement, 1.5" Depth	166.0	SY	29. ⁰⁰	4,814. ⁰⁰
19	1491000000-E	610	Asphalt Conc Base Course, Type B25.0C	863	TON	89. ⁰⁰	76,807. ⁰⁰
20	1503000000-E	610	Asphalt Conc Intermediate Course, Type I19.0C	431	TON	91. ⁰⁰	39,221. ⁰⁰

	DOT Item No.	DOT Sec No.	Description	Quantity	Unit	Unit Cost	Bid Amount
21	1523000000-E	610	Asphalt Conc Surface Course, Type S9.5C	288	TON	94.00	27,072.00
22	1575000000-E	620	Asphalt Binder for Plant Mix	73	TON	749.01	54,677.73
23	2220000000-E	838	Reinforced End wall	4	CY	4,100.00	16,400.00
24	2549000000-E	846	2'-6" Concrete Curb and Gutter	115	LF	38.00	4,370.00
25	2591000000-E	848	4" Concrete Sidewalk	39	SY	74.00	2,886.00
26	2591000000-E	848	6" Concrete Sidewalk	1,015	SY	89.00	90,335.00
27	2605000000-N	848	Concrete Curb Ramps	2	EA	4,640	9,280.00
28	2830000000-N	858	Adjustment of Manholes	1	EA	500.00	500.00
29	3580000000-E	866	Pedestrian Safety Rail: Metal Posts and Rails	472	LF	85.00	40,120.00
30	3635000000-E	876	Rip Rap, Class II	84	TON	96.00	8,064.00
31	3649000000-E	876	Rip Rap, Class B	600	TON	88.00	52,800.00
32	3656000000-E	876	Geotextile for Drainage, Type 2	89	SY	20.00	1,780.00
33	4025000000-E	901	Contractor Furnished, Type "D" Sign	9	SF	75.00	675.00
34	4025000000-E	901	Contractor Furnished, Type "E" Sign	13	SF	75.00	975.00
35	4102000000-N	904	Sign Erection, Type D	1	EA	550.00	550.00
36	4102000000-N	904	Sign Erection, Type E	3	EA	550.00	1,650.00
37	4405000000-E	1110	Work Zone Signs (Portable)	171	SF	50.00	8,550.00
38	4430000000-N	1130	Drums	19.0	EA	150.00	2,850.00
39	4445000000-E	1145	Barricades (Type III)	24.0	LF	20.00	480.00
40	4685000000-E	1205	Thermoplastic Pavement Marking Lines (4", 90 MILS)	3787.0	LF	1.75	6,627.25
41	4695000000-E	1205	Thermoplastic Pavement Marking Lines (8", 90 MILS)	100	LF	5.25	525.00
42	4709000000-E	1205	Thermoplastic Pavement Marking Lines (24", 90 MILS)	18.00	LF	15.00	270.00

	DOT Item No.	DOT Sec No.	Description	Quantity	Unit	Unit Cost	Bid Amount
43	5326200000-E	1510	12" Water Line	950.00	LF	175.00	166,250.00
44	5325600000-E	1510	6" Water Line	14.00	LF	145.00	2,030.00
45	5558000000-E	1515	12" Valve	2.00	EA	16,000.00	32,000.00
46	5534000000-E	1515	6" Valve	1.00	EA	8,000.00	8,000.00
47	6000000000-E	1605	Temporary Silt Fence	1,151	LF	3.50	4,028.50
48		1631	Biodegradable Erosion Control Matting	4,250	SY	5.00	21,250.00
49	6006000000-E	1610	Stone for Erosion Control, Class A	25.0	TON	75.00	1,875.00
50	6084000000-E	1660	Seeding and Mulching	2.55	AC	4,356.00	11,107.80 4,800 / 42
51		1515	12" x 12" Tapping Sleeve & Valve	1.00	EA	38,500.00	38,500.00
52		1510	12" x 6" Tee	1.00	EA	8,000.00	8,000.00
53	Mt. Holly W 301	1515	Fire Hydrant Assembly	1.00	EA	18,000.00	18,000.00
54	Mt. Holly W 305	1515	Blowoff Valve Assembly	1.00	EA	9,500.00	9,500.00

***ALL BIDS MUST BE ACCOMPANIED BY A BID BOND OF 5% OF THE TOTAL CONTRACT COST IF \$500,000 AND OVER, AND MUST BE RECEIVED WITH BID FORM ON OR PRIOR TO THURSDAY, FEBRUARY 13TH 2025 AT 10:00 AM.**

City of Mount Holly, NC Construction of the South Gateway Connector Road Phase 1

<u>Item</u>	<u>Description</u>	<u>Unit Quantity</u>	<u>Bid Amount in Words</u>	<u>Bid Amount in Figures</u>
<u>Base Bid</u>	All work associated with the South Gateway Connector Road Phase 1 Project in accordance with the Construction Documents dated Month Day, Year. Base bid shall be the summation of the Line Item - Total Amounts from the following Unit Pricing Form(s).	Lump Sum	One million six hundred eighty-one thousand six hundred sixty-three dollars and 28/100	1,681,663.28
<u>Contingency</u>	Owner's Contingency in the amount of fifteen (15%) percent of the base bid	Lump Sum	Two hundred fifty-two thousand two hundred forty-nine dollars and 49/100	252,249.49
	<u>Total Base Bid plus Contingency</u>	Lump Sum	One million nine hundred thirty-three thousand nine hundred twelve dollars and 77/100	1,933,912.77

BIDDER:

Name

Jim Littleton
Printed

Signature



two hundred twelve dollars and 77/100

Title

Vice President

Company

Red Clay Industries

Address

10306 Industrial Drive, Pineville, NC 28134

Phone

704-523-1018

Email

jlittleton@redclayindustries.com

City of Mount Holly, NC Construction of the South Gateway Connector Road Phase I


EXECUTION OF BID

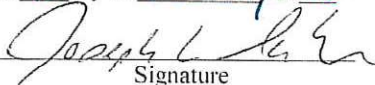
A CONTRACT FOR: Construction of the South Gateway Connector Road Phase I

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	<u>Red Clay Industries</u>	_____
Address	<u>10306 Industrial Dr.</u> <u>Pineville, NC 28134</u>	_____
Phone	<u>704-523-1018</u>	_____
Fax	<u>704-523-7588</u>	_____
Printed Name	<u>Jim Littleton</u>	_____
Signature	<u></u>	_____
Title	<u>Vice President</u>	_____

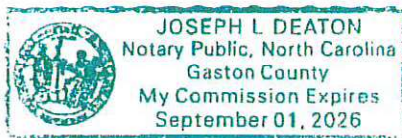
Subscribed and sworn before me
 this 13th day of February 2025

 Signature

My commission expires 9/01/2026

Subscribed and sworn before me
 this 13th day of Feb, 2025

 Signature

My commission expires _____



City of Mount Holly, NC Construction of the South Gateway Connector Road Phase 1

AGREEMENT

City of Mount Holly, NC Construction of the South Gateway Connector Road Phase I

AGREEMENT

THIS CONTRACT, in four (4) copies, made and entered into this 6th day of MARCH, 2025, by and between the City of Mount Holly hereinafter designated as the Owner, and Red Clay Industries 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>1,681,463.28</u>
2.	Contingency	\$ <u>252,249.49</u>
3.	Purchase Order Amount	\$ <u>1,933,912.77</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 Construction of the South Gateway Connector Road Phase 1 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,

City of Mount Holly, NC Construction of the South Gateway Connector Road Phase 1

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: [Signature]

Name: Jim Littleton

Title: Vice President

ATTEST:

Name: [Signature]

Title: Assistant Secretary

OWNER:

City of Mount Holly

By: [Signature]
Signed by: F48591900EE74BA...

Name: Jonathan Blanton

Title: City Manager

(Seal)

ATTEST:

Name: [Signature]
DocuSigned by: 7EAE35F0A8F641F...

Title: City Clerk

Financial Audit

This instrument has been pre-audited in the manner required by the local Government Budget

and Fiscal Control Act.
[Signature]
Signed by: BDE8C0DAFB0A4F4...

Finance Officer, City of Mount Holly, NC

(Seal)

Date

City of Mount Holly, NC Construction of the South Gateway Connector Road Phase 1

**AGREEMENT
(CERTIFICATE OF OWNER'S ATTORNEY)**

The undersigned as the duly authorized attorney for the Owner, does hereby certify that:

I have examined the Contract and the policies or other evidence of insurance coverage, and in the manner of execution thereof. In my opinion, insurance coverage is in compliance with the Contract and is adequate in form, substance and amount to protect the various interests of the Owner in connection with the Contract. I am of further opinion that the Contract, the policies or other evidence of insurance coverage have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that each of the aforementioned agreements constitutes valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof.

Date

Owner's Attorney

City of Mount Holly, NC Construction of the South Gateway Connector Road Phase I

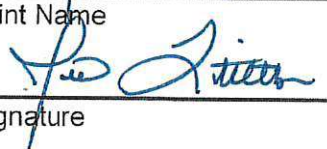
IRAN DIVESTMENT ACT CERTIFICATION:

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.

Red Clay Industries Jim Littleton, VP
Contractor – Print Name


Contractor – Signature

February 13, 2025
Date

Westfield Insurance Company

Westfield Group® 1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Conforms to Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Red Clay Industries Inc.
10306 Industrial Drive
Pineville, NC 28134

SURETY:

(Name, legal status and principal place of business)

Westfield Insurance Company
1 Park Circle, PO Box 5001
Westfield Center, OH 44251-5001

OWNER:

(Name, legal status and address)

City of Mount Holly
400 East Central Avenue
Mount Holly, NC 28120

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

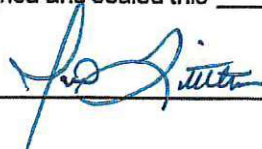
South Gateway Connector Road – Phase 1- YMCA Drive, Mount Holly, NC

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.


If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of February, 2025.




(Witness)

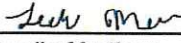

Jacqueline Salinas

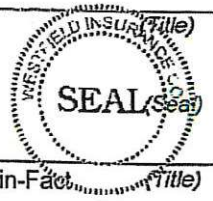
(Witness)

Red Clay Industries Inc.
(Principal) _____ (Seal)

By: 
James C. Smith President _____ (Title)

Westfield Insurance Company
(Surety) _____ (Seal)

By: 
Leslie Martinez, Attorney-in-Fact _____ (Title)



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BD5084 OFWWN (10/2010)

General
Power
of Attorney

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

CERTIFIED COPY

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 Leslie Martinez

of Charlotte 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 the following bond:

Surety Bond Number: Bld Bond
Principal: Red Clay Industries Inc.
Obligee: City of Mount Holly

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:

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 concerning 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.

It is 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." (Such 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 National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 01st day of May A.D., 2024.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss:

On this 01st day of May A.D., 2024, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and 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



David A. Kotnik, 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 herewith set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 12th day of February A.D., 2025



Frank A. Carrino, Secretary

BFOAC2T (combined) (05-24)

Westfield Insurance Company

Westfield Group® 1 Park Circle, PO Box 5001, Westfield Center, Ohio 44251-5001

Bond No. 047795W

Conforms to Document A312™ - 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Red Clay Industries Inc.
10306 Industrial Drive
Pineville, NC 28134

SURETY.

(Name, legal status and principal place of business)

Westfield Insurance Company
1 Park Circle, PO Box 5001
Westfield Center, OH 44251-5001

OWNER

(Name, legal status and address)

City of Mount Holly
400 East Central Avenue
Mount Holly, NC 28120

CONSTRUCTION CONTRACT

Date March 6, 2025

Amount \$1,933,912.77

Description: South Gateway Connector Road Phase 1 - YMCA Drive, Mount Holly, NC

(Name and location)

BOND

Date March 4, 2025

(Not earlier than Construction Contract Date)

Amount \$1,933,912.77

Modifications to this Bond

One Million Nine Hundred Thirty Three Thousand Nine Hundred Twelve Dollars and 77/100

None

See Section 16

CONTRACTOR AS PRINCIPAL

Company: Red Clay Industries Inc.

(Corporate Seal)

SURETY

Company: Westfield Insurance Company

Signature: 

Name James C. Smith

and Title

President

(Any additional signatures appear on the last page of this Performance Bond)

Signature: 

Name Leslie Martinez

and Title

Attorney-in-Fact

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER

Edwards, Church & Muse, Inc.

P.O. Box 12457

Charlotte, NC 28220

704-529-4411

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party)

Elizabeth Bell



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- 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
- 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
 - .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Definitions

14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

16 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
Signature: _____ (Corporate Seal)
Name and Title: _____
Address _____

SURETY

Company: _____
Signature: _____ (Corporate Seal)
Name and Title: _____
Address _____

Westfield Insurance Company

Westfield Group® 1 Park Circle, PO Box 5001, Westfield Center, Ohio 44251-5001

Bond No.047795W

Conforms to Document A312™ - 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Red Clay Industries Inc.
10306 Industrial Drive
Pineville, NC 28134

OWNER:

(Name, legal status and address)

City of Mount Holly
400 East Central Avenue
Mount Holly, NC 28120

SURETY:

(Name, legal status and principal place of business)

Westfield Insurance Company
1 Park Circle, PO Box 5001
Westfield Center, OH 44251-5001

CONSTRUCTION CONTRACT

Date: March 6, 2025

Amount: \$1,933,912.77

One Million Nine Hundred Thirty Three Thousand Nine Hundred Twelve Dollars and 77/100

Description: South Gateway Connector Road Phase 1 - YMCA Drive, Mount Holly, NC
(Name and location)

BOND

Date: March 4, 2025

(Not earlier than Construction Contract Date)

Amount: \$1,933,912.77

One Million Nine Hundred Thirty Three Thousand Nine Hundred Twelve Dollars and 77/100

Modifications to this Bond:

None

See Section 18

CONTRACTOR AS PRINCIPAL

Company: Red Clay Industries Inc.

(Corporate Seal)

SURETY

Company: Westfield Insurance Company

Signature: _____

Name James C. Smith

and Title: President

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

Edwards, Church & Muse, Inc.

P.O. Box 12457

Charlotte, NC 28220

704-529-4411

Signature: _____

Name Leslie Martinez

and Title:

Attorney-in-Fact



OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party.)

Elizabeth Bell

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- 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
- 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
- 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants, who do not have a direct contract with the Contractor,
 - .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - .2 have sent a Claim to the Surety (at the address described in Section 13).
 - 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
- 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
- 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the

Owner's priority to use the funds for the completion of the work.

10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16 Definitions

16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
(Corporate Seal)
Signature: _____
Name and Title: _____
Address _____

Company: _____
(Corporate Seal)
Signature: _____
Name and Title: _____
Address _____

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General
Power
of Attorney

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

CERTIFIED COPY

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 Leslie Martinez

of Charlotte 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 the following bond:

Surety Bond Number: 047795W
Principal: Red Clay Industries Inc.
Obligee: City of Mount Holly

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 National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 01st day of May A.D., 2024.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 01st day of May A.D., 2024, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and 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



David A. Kotnik, 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 4th day of March A.D., 2025



Frank A. Carrino, Secretary



Regular Meeting Agenda Action Form

Meeting Date	From
--------------	------

November 10, 2025

Jon Ford, City Engineer
City Engineer

CONSENT AGENDA Item # 2

Approval to Award Contract for Pavement Preservation Project RFP to Slurry Pavers, Inc.

Will this require a public hearing?

No

Background/Purpose of Request

Pavement Preservation needs for the streets in the Stonewater neighborhood were identified by staff. An RFP for cape sealing the streets was advertised with a due date of October 8th, 2025, but no bids were received. The Pavement Preservation Project was readvertised, and bids were received and opened on October 24, 2025. The contract will be awarded to the lowest bidder, Slurry Pavers, Inc. This project entails cape sealing the existing Stonewater streets to preserve and extend the life of the pavement. Patching will be performed prior to the cape seal. Cape seal is a process that starts with a chip seal to seal cracks and smooth imperfections in the road. After the chip seal has cured, a microsurfacing treatment will be applied on top of the chip seal to provide a smooth, durable roadway surface. Chip seal application is planned for late March to early April 2026 due to the falling nighttime temperatures.

Fiscal Impact

Will Item affect current budget?	Yes
Reviewed by Finance Director?	Yes
Preaudit Certification Required?	No
Capital Project Ordinance Required?	No
Budget Transfer Required?	No
Total City Dollars:	\$996,909.44
Budget Code:	27-20-4510-591
Reviewed by City Attorney?	No

Manager/Staff Recommendation

Staff recommends awarding the contract to Slurry Pavers, Inc.

Attachments

1. BID PACKET



Request for Proposals

Readvertisement for the Pavement Preservation Project

Project Administrator: Elizabeth Bell
Phone Number: 704-827-9726
Date of Advertisement: October 17, 2025
Sealed Bids Due Date: October 24, 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 #: 704-827-9726 E-mail: Elizabeth.bell@mtholly.us
PROJECT:	Pavement Preservation
BID DUE DATE:	October 24, 2025 at 10:00 AM

INVITATION TO BID

Sealed bids will be received on or before **October 24, 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:

Pavement Preservation 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, October 24, 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: 704-827-9726

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 – (Original wet ink - 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: Pavement Preservation Project

SCOPE OF WORK: The City is seeking a qualified contractor to perform the application of a pavement preservation process, known as Cape Seal, on designated streets located in various areas throughout the City. The purpose of this project is to extend the service life, improve surface quality, and enhance the durability of the selected roadways.

The selected contractor shall furnish all labor, equipment, and materials necessary to complete the cape seal process in accordance with industry standards and City specifications. Work shall include site preparation, application of the cape seal treatment, traffic control, and cleanup.

The City reserves the right to modify, substitute, or adjust the list of designated streets prior to or during the project based on engineering evaluations, contractor recommendations, and discussions with City staff to ensure the most effective use of resources and optimal roadway preservation outcomes.

The Contractor shall provide the following as part of the completed project:

1. Project Schedule – A detailed timeline identifying all phases of the cape seal application, including mobilization, site preparation, treatment application, curing, and final inspection.
2. Traffic Control Plan – A comprehensive plan to ensure safe and efficient traffic flow and access during all phases of construction.
3. Application of Cape Seal Treatment – Complete and proper application of the cape seal process on all designated streets in accordance with City specifications and industry standards.
4. Progress Reports – Regular updates to the City regarding project status, schedule adherence, and any issues requiring attention.
5. Final Inspection and Punch List – Coordination with City staff to conduct a final walk-through inspection, addressing and correcting any deficiencies identified.
6. As-Built Documentation – A final report summarizing completed work, including locations treated, quantities of materials applied, and any adjustments made to the original project scope.
7. Site Cleanup – Full removal of debris, materials, and equipment from the project area, restoring all work zones to their original or improved condition.

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 an original (wet ink) 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.

Performance and Payment Bonds containing white-out or alterations will not be accepted. Additionally, all individuals attesting to signatures must be physically present at the time the signatures are executed.

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 (wet ink) 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. Contract documents containing white-out or other alterations will not be accepted. Furthermore, any individual attesting to signatures must be physically present at the time the signatures are executed.

- 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 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 of 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.

In Lieu of a Pre-Bid meeting, all questions can be sent via email to Elizabeth Bell no later than **11:00 AM, Tuesday, October 21, 2025** at Elizabeth.bell@mtholly.us

Prospective bidders should review all contract documents prior to sending questions.

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 11:00 AM, October 21, 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	October 17, 2025
Questions due by email at 11:00 AM	October 21, 2025
Bids due by 10:00 AM	October 24, 2025
Award Contract	October 2025
Work to be Completed	June 2026

PROJECT SPECIAL PROVISIONS

CONTRACT PERIOD

The Contract period will begin upon the issuance of the Notice to Proceed, and will extend to June 2026, 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)

PROJECT PROPOSAL SECTION

PROJECT NAME: Pavement Preservation 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: _____

NUMBER: _____ DATE: _____ INITIAL: _____

NUMBER: _____ DATE: _____ INITIAL: _____

Company Name: Slurry Pavers, Inc.

PROJECT: Pavement Preservation Project

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>Unit Cost</u>	<u>Bid Amount in Words</u>	<u>Bid Amount in Figures</u>
1	Chip Seal Treatment This Pay Item shall include all labor, equipment, materials, surface preparation, and Clean Up.	SY	86,597	\$4.31	Three Hundred Seventy Three Thousand, Two Hundred Thirty Three and seven cent	\$373,233.07
2	Micro-Surfacing Treatment This Pay Item shall include all labor, equipment, materials, surface preparation, and Clean Up.	SY	86,597	\$5.10	Four Hundred Forty one Thousand, Six Hundred Forty Four and Seventy Cent	\$441,644.70
3	Traffic Control This item shall be bid as a single lump sum item for the entirety of the project and invoiced individually based on each street.	EA	1	\$25,000.00	Twenty Five Thousand	\$25,000.00
	Mobilization (no more than 5% of subtotal)	LS	1	\$27,000.00	Twenty Seven Thousand	\$27,000.00
	Contingency (15%)	LS	1	\$130,031.67	One Hundred Thirty thousand, Thirty one dollars and Sixty Seven cent	\$130,031.67

	<u>Bid Amount in Words</u>	<u>Bid Amount in Figures</u>
Total Base Bid (line items only)		
Total Base Bid plus Mobilization & Contingency	Nine Hundred Ninety Six Thousand, Nine Hundred Nine, and Forty Four Cent	\$996,909.44

BIDDER:

Name

F. CARTER DABNEY, PRESIDENT

Printed

F. Carter Dabney
Signature

Title

F. CARTER DABNEY, PRESIDENT

Company

SLURRY PAVERS, INC.

Address

3617 NINE MILE RD RICHMOND, VA 23223

Phone

804-264-0707

Email

cdabney@slurrypavers.com



(Relevant) North Carolina License Number

9818


EXECUTION OF BID

A CONTRACT FOR: Pavement Preservation 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	BIDDER #2 (If a Joint Venture or Partnership)
Name	SLURRY PAVERS, INC.	
Address	3617 NINE MILE RD RICHMOND, VA 23223	
Phone	804-264-0707	
Fax		
Printed Name	F. CARTER DABNEY, PRESIDENT	
Signature		
Title	F. CARTER DABNEY, PRESIDENT	

Notary

Subscribed and sworn before me
This day of Oct. 20th, 2025



Signature

My commission expires 12-31-2027

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

Signature

My commission expires _____



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 Pavement Preservation 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.

SLURRY PAVERS, INC.

Contractor – Print Name

Z. Carter Oley

Contractor – Signature

10-17-2025

Date

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT _____

Slurry Pavers, Inc. _____ as principal, and Fidelity and Deposit Company of Maryland _____, as surety, who is duly licensed to act as surety in North Carolina, are held and firmly bound unto

City of Mount Holly _____ as obligee, in the penal sum of Five Percent of Amount Bid _____ 5% 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 20th day of October, 2025

WHEREAS, the said principal is herewith submitting proposal for

Pavement Preservation 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. Provided further, that the bid may be withdrawn as provided by G.S. 143-129.1

Slurry Pavers, Inc. _____ (SEAL)

By: *F. Carter Dabney* _____ (SEAL)

F. CARTER DABNEY, PRESIDENT

_____ (SEAL)

Fidelity and Deposit Company of Maryland _____ (SEAL)

By: *John Dufresne* _____ (SEAL)
John Dufresne, Attorney-in-Fact



Bond No. Bid Bond

Obligee: City of Mount Holly

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY


KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint John Dufresne, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

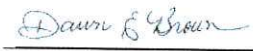
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 7th day of February, A.D. 2025.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

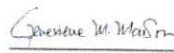

By: Christopher Nolan
Vice President


By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 7th day of February, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.


Genevieve M. Mason
Notary Public
My Commission Expires January 27, 2029

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 20th day of October, 2025.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/14/2025

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 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 Marsh & McLennan Agency LLC 4900 Libbie Mill East Boulevard, Suite 100 Richmond VA 23230	CONTACT NAME: PHONE (A/C, No, Ext): 804-780-0611 FAX (A/C, No): 804-788-8844 E-MAIL ADDRESS: macolrequest@marshmma.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Slurry Pavers Inc 3617 Nine Mile Rd. Richmond VA 23223	INSURER A: Zurich American Insurance Company 16535	
	INSURER B: RSUI Indemnity Company 22314	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 438447021 **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.

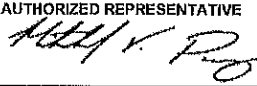
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CG2279/ Equiv. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		GLO9809291	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP9809252	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NHA605252	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC9809290	3/1/2025	3/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

If coverage provided to the additional insured is required by a written contract, limits will be restricted to the lesser of the limit required by the contract or the policy limits shown in the declarations.

Project: Mount Holly NC – Pavement Preservation Project

City of Mount Holly is included as additional insured under the General Liability if required by written contract with respect to work performed by the named insured for specifically referenced jobs.

CERTIFICATE HOLDER City of Mount Holly 400 East Central Ave PO 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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Expiration Date

2025

License No.

9818

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Slurry Pavers, Inc.

Richmond, VA

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: Highway

until

December 31, 2025

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

01/01/2025

This certificate may not be altered.



E. Prill

Chairman

Ryan P. Cady

Secretary-Treasurer



Regular Meeting Agenda Action Form

Meeting Date	From
--------------	------

November 10, 2025

Paul Lowe, Assistant Planning Director
Planning

CONSENT AGENDA Item # 3

Approval of Application to the NCDOT's Pedestrian Safety Grant Program

Will this require a public hearing?

No

Background/Purpose of Request

Public Works and Planning staff are interested in applying to the NCDOT's Pedestrian Safety Grant Program, which focuses on making improvements that will require little to no right-of-way acquisition in communities with high need for improved pedestrian safety. Eligible pedestrian safety projects include a range of pedestrian-focused improvements, such as: 1) Marked crosswalks, curb ramps, visibility enhancements or traffic control at crossings, 2) Marked crosswalks, curb ramps and pedestrian WALK phasing at signalized intersections, and 3) Improved crossings at unsignalized or midblock locations.

Staff is looking to submit multiple locations for potential improvements, but we are focusing on two areas for improvements-that includes: the crossing between N Hawthorne Street and Hwy 27, as this is a crossing for school children and their families that are trying to reach Ida Rankin Elementary and Mount Holly Middle Schools, and a crossing from the Middle School to the Old Gym, which is heavily used during sporting events.

Fiscal Impact

Will Item affect current budget?	Yes.
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?	NA.

Manager/Staff Recommendation

Approve staff request to apply for the NCDOT's Pedestrian Safety Grant Program.

Attachments

1. NCDOT_Pedestrian Safety Project_Information Sheet

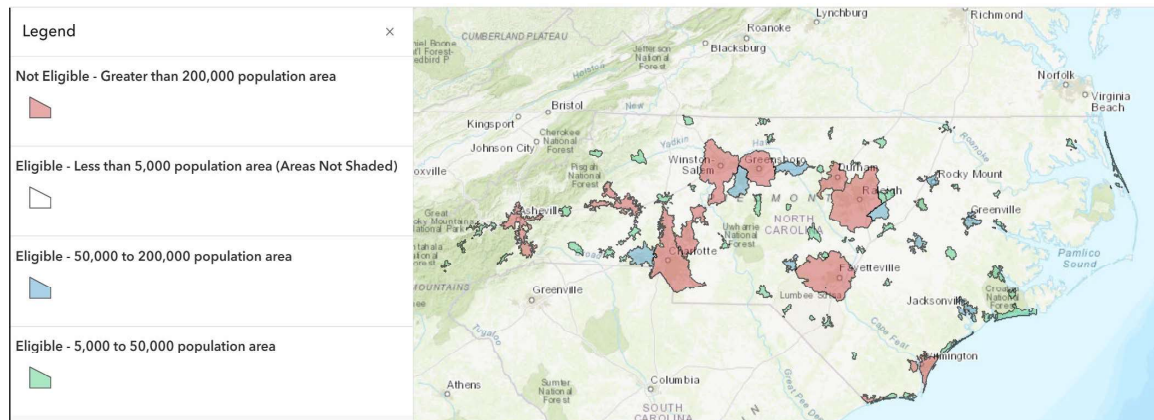
Pedestrian Safety Project Eligibility and Scoring Criteria

Project Eligibility

The call for projects is open to all local governments in North Carolina that are located **outside** of an urban area defined by FHWA, NCDOT and the applicable MPO as a population area over 200,000. Eligible suballocation classifications and anticipated funding include:

- < 5,000 population area - \$14 million
- 5,000 to 50,000 population area - \$4 million
- 50,000 to 200,000 population area - \$6 million

Unobligated federal funds available to the Pedestrian Safety Call for Projects is limited to specific funding suballocation classification. Refer to this [map](#) to determine in which urban area (funding suballocation) classification the local government is located.



Areas outside the shaded areas are eligible for the “< 5,000 population area” funding suballocation.

This call for projects is specifically focused on improvements that will require little to no right-of-way acquisition in communities with high need for improved pedestrian safety. Eligible pedestrian safety projects include a range of pedestrian-focused improvements, such as:

- Marked crosswalks, curb ramps, visibility enhancements or traffic control at crossings
- Marked crosswalks, curb ramps and pedestrian WALK phasing at signalized intersections
- Improved crossings at unsignalized or midblock locations

Projects that score well but are not able to be quickly implemented due to the need for right-of-way or other complications may be considered for funding opportunities such as the Highway Safety Improvement Program (HSIP). Selected projects will be further refined and adjusted to best address pedestrian safety. Coordination will occur with the municipalities that have selected projects.

NCDOT will reach out to specific communities to consider sponsoring projects, based on a combination of measures, including:

- Pedestrian crash rates
- Pedestrian crash risk scores
- Transportation Disadvantage Index (TDI)

Project Scoring Criteria

NCDOT will prioritize projects based on criteria developed for the NCDOT Vulnerable Road User Safety Program. The following criteria will be used to score individual projects:

- Pedestrian crash history
- Estimated pedestrian exposure
- Pedestrian Crossing distance
- Roadway traffic volumes
- Roadway speed limit
- Constructability
- Proximity to school



Regular Meeting Agenda Action Form

Meeting Date

November 10, 2025

From

Alexis Hines, Human Resources Director
Human Resources

CONSENT AGENDA Item # 4

Approval of Application for NCLM Safety Grant

Will this require a public hearing?

No

Background/Purpose of Request

Approval for the Planning Department and Public Works to apply for this year's NCLM Safety Grant.

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

1. NCLM_safetygrantguidelines_fy2526
2. NCLM Safety Grant Submission 11 3 25



NCLM Insurance Pool Safety Grant Guidelines

2025-2026 Fiscal Year

A program exclusively for NCLM workers' compensation and property and liability pool members



Overview

The Safety Grant program has allocated funds for each pool to assist members in purchasing equipment and services that will significantly reduce the likelihood of future workers' compensation, property/casualty, or liability insurance claims. Members can qualify for up to \$5,000 in matching grants for every pool they participate in. Refer to Section V for maximum award amounts based on premium contribution.

Award amounts for all applications will be determined by how effectively the applicant has followed up on and fulfilled risk control recommendations over the past two years. Grant applications may be denied or partially awarded based on this evaluation. This is in addition to the requirement that all level "4 and 5" risk control recommendations be completed. See Section IV for more details about these award considerations.

Please read this document carefully to review equipment and services eligibility, grant limitations, and other requirements before completing the 2025 application. This will save valuable staff time and help us serve you more efficiently.

The grant process is automated and available on the NCLM website. The portal and uploading instructions are included in this guide.

You are required to contact your Risk Control Consultant (see appendix) for pre-application approval

For any questions before completing your application and identifying appropriate risk mitigation items and equipment, please call Tom Anderson, Director of Risk Control, at 704-517-8496.

NOTICE:

Members must review their Safety Grant requests with their associated Risk Control Consultants before submission.

- **Western Region-** Amy Whisnant, 828-231-0276, awhisnant@nclm.org
- **Eastern Region-** Matt Reid, 919-404-1857, mreid@NCLM.ORG
- **Southern Region-** Darius Chisholm, 704-491-9493, dchisholm@nclm.org
- **Fire Department Requests-** TJ Deluca, 919-830-6999, tdeluca@nclm.org
- **Police Department Requests:**
 - Joseph Graziano, 609-868-9553, jgraziano@nclm.org;
 - Chet Effler, 828-442-3181, ceffler@nclm.org
- **Human Resources Requests:**
 - Lou Bunch, 919-539-8958, lbunch@nclm.org
 - Sara Wilson, 316-833-3993, swilson@nclm.org

Pre-Application Checklist

- ✓ **Contact your Risk Control Consultant for preapproval**
 - ✓ **Complete all risk recommendations**
 - ✓ **Review eligible equipment and services**
- ✓ **Gather documentation to support your request**
 - ✓ **Submit via the NCLM online portal**

Section I: Applicant Eligibility and Application Schedule

According to the schedule below, only current NC League of Municipalities Risk Management Services (RMS) workers' compensation or property and liability insurance pool members may apply.



- **Each member can receive only one grant award (per membership pool) each fiscal year (July 1 – June 30). Requests from multiple departments must be combined into a single application.**
- **Members may apply for up to five (5) individual items on each pool grant submission.** Please list the items for reimbursement in the order of priority, as not all reimbursement requests are guaranteed. This does not apply to items with multiple required parts for full implementation, such as surveillance systems.
- **Grant requests, including quotes, must be submitted by the close date of November 30, 2025.**
- All eligible grant items must be purchased within the current grant cycle's fiscal year. Items acquired without prior approval from Risk Management Services (RMS) staff or purchased during a previous fiscal year will not be considered for reimbursement or approval.

- There is no guarantee that a grant will be awarded or fully funded. Please keep this in mind if you purchase equipment before receiving an award letter.
 - If special circumstances arise where equipment is required to address a high-hazard or imminent danger situation, we encourage you to contact your Risk Control Consultant. They can evaluate the issue and present it to the Awards Committee for immediate consideration. After the committee reviews the case, we will inform you of the award decision.
- The equipment or service **must be associated with the participating member's insurance pool**. For example, members who only participate in the RMS workers' compensation pool would not be eligible for a grant to purchase video security equipment for their facility.
- Grant awards are valid for **six months** from the date the award letter or email was issued to the member. After that time, they expire. **Purchase proofs, including copies of checks and paid invoices, must be submitted within three months following the award letter issuance. Unused grant awards will immediately expire if a member leaves the RMS insurance pool.**
- A member who does not use at least a portion of a grant award before it expires will be ineligible for the grant program for one year. Members with unused grant awards must complete their existing grant-related expenditures before submitting a new grant application.



Section II: Eligible Equipment & Services

The equipment or services being requested in the application must have a legitimate beneficial impact on the member's loss exposure(s). The primary benefit of the item must be to reduce the likelihood of a claim, and/or improve the municipality's risk management efforts. Equipment must directly and primarily benefit the municipality, its employees, facilities, etc., rather than the general public at large.

Equipment or items that are required for normal business operations, routine operating expenses, repairs, or disposable personal protective equipment are not eligible for the program. It is a requirement to contact the designated Risk Control Staff when considering equipment with limited claims reduction/risk management benefits for feedback on the potential eligibility of items. This can avoid rejection of the application and potentially losing out on grant funds.

Regarding services, the cost of installation for an approved item (e.g., electrical work, security system installation) is eligible for the program, as is the consulting fee associated with performing an ergonomic functional analysis when it is used to update a high-risk job description.

The spirit of this program is to help make high-cost risk mitigation items more affordable while ensuring that as many members as possible can apply. In all cases, the total reimbursement request must be at least \$200.

Examples of eligible requests: (This is not a complete list, ensure you speak with RMS Staff prior to submission to ensure your request is applied to the appropriate pool.):

- Portable or installed eye wash stations meeting ANSI Z358.1.
- Ergonomics-focused gear for law enforcement, such as under-clothing duty-belt harnesses and external carrier vests, designed to transfer the weight of the duty belt from the officer's hips to the shoulders. This may **not** be used in addition to purchases under the RMS Body Armor Grant Program that included carrier vests.
- Material handling equipment such as utility cover lifters, hydraulic lifting tailgates, truck cranes, cylinder/tank lifters, powered pallet jacks, miscellaneous lifting equipment, fire hose rolling equipment, wheel dollies, and drum grasps for forklift.
- Portable multi-gas meters.
- Portable light towers for work zone and flagger station illumination. These lighting units are only eligible when they can provide down-lighting or are on light stanchions. The stanchion height must be no less than 12 feet, and the light output must be no less than 20,000 lumens. Ground-level illumination is typically not eligible.

- General safety equipment such as flammable liquids cabinets, oily waste/shop rag containers, spill containment pallets and equipment related to lockout/tagout, fall protection, and machine guarding.
- Bollards are to protect above-ground fuel storage tanks, insured structures, etc.
- Fuel nozzle shutoffs and breakaway hose valves for vehicle fuel systems.
- Trench protective systems such as trench boxes, shielding systems, and shoring.
- Video cameras specifically designed for sewer pipeline inspection to prevent sewer back-ups.
- Theft/vandalism deterrent video surveillance systems for buildings. Systems must be able to be viewed via the internet or have proof of secure installation (or with the DVR located offsite) to prevent unit theft. Video surveillance systems that record to DVRs only and have no internet access will only be permitted if the member provides supporting evidence that the DVR is secured in a lock box and cannot be removed from the premises during a burglary.
- Equipment and/or facility upgrades noted in member-specific RMS Risk Control recommendations, except as otherwise prohibited. This includes the cost of professional installation services, such as the use of a licensed electrician to address identified electrical hazards.
- Requests for training must be reviewed with your RMS Risk Control Consultant prior to submitting the grant application.
- Drones – Prior to submitting a reimbursement quote for drone technology, the member must receive approval from their regional Risk Consultant. Criteria for approval includes a copy of the drone policy, training documents, in addition to any licenses and permits being in place for operations.
- Police body cameras – The following criteria must be satisfied prior to approving a grant for police body cameras:
 - The agency must complete the Leagues' Law Enforcement Risk Review Program.
 - The agency's budget must include funding for continued operation (maintenance, data storage, replacement units, etc.).
 - All first-responding officers must be equipped with in-car camera systems,
 - Policies must address privacy concerns and data acquisition, storage, and retention.
 - Body cameras will not replace in-car cameras
 - NCLM Risk Management must approve the model of the body camera
 - The agency must address the 33 recommendations outlined in the U.S. Department of Justice's "Implementing a Body-Worn Camera Program, Recommendations and Lessons Learned."
- Ergonomic functional analyses are intended to document the essential physical functional elements that are associated with a given job. We want to support municipal efforts to update the functional elements in their job descriptions—particularly in higher-hazard positions. Updating these elements

supports the hiring process, improves ADA compliance, and positively impacts the transitional return to work process when an employee is injured at work. To qualify for an award and reimbursement, the following parameters apply:

- The functional assessment must be performed by a licensed provider who has a PT, OT, CEES, or other appropriate certification and who has demonstrated experience performing these evaluations.
- The assessment results must be used to update a high-hazard job description. Eligible positions include highway maintenance worker or working road foreman/supervisor, police officer, full-time paid firefighter, and transfer station attendant.
- The completed functional analysis must be used to update the job description. The completed job description, along with a copy of the functional analysis report must be provided to us at the time reimbursement is requested.
- The maximum reimbursement amount is up to \$600 per analysis (subject to the limits noted in section V). This award and reimbursement is also limited by eligibility and reimbursement requirements and limitations that are outlined elsewhere in this document.
- Personnel Policy Review and Revision Projects that evaluate and revise current town personnel policies to ensure compliance with workplace laws stay current with industry best practices, maintain a fair and consistent workplace, and protect both the municipality and its employees from employment liability.
 - Projects must be completed by a professional human resources consultant and/or consulting firm, or an employment law attorney.
 - Projects must be adopted by the governing body and implemented by staff. A copy of the minutes and/or resolution where policy was approved will be required to be submitted with your supporting documentation.
 - Projects spanning two fiscal years are only eligible for the fiscal year in which the project is completed, final payment has been made, and the policy adopted.
 - Employee Assistance Programs – Only members seeking to establish **new** programs are eligible for grant approval. Members with existing programs that involve ongoing or recurring payments are not eligible for funding under this grant.

ELIGIBLE VS. INELIGIBLE EQUIPMENT & SERVICES

ELIGIBLE REQUESTS

- Portable or installed eye wash stations meeting ANSI S1.7.9S8.1.
- Ergonomics-focused gear for law enforcement such as external carrier vests
- Material handling equipment like hydraulic lifting taligates, powered pallet jacks.
- Portable multi-gas meters
- Portable light towers for work zone illumination
- General safety equipment such as flammable liquids cabinets, spill containment pallets
- Bollards to protect above ground fuel storage tanks, Insured structures, etc.
- Video surveillance systems for theft/vandalism deterrent purposes



- ### INELIGIBLE REQUESTS
- Radio communication equipment
 - Flashlights, back up lighting, and strobe lights
 - Weapons or ammunition
 - Equipment repair or inspections
 - Permanent roadside traffic signagae
 - Automatic emergency defibrillators (AEDs).
 - Any personal protective equipment

Examples of ineligible requests - note that this list is not all-inclusive:

- Radio communication equipment
- Flashlights, backup lighting, and strobe lights
- Weapons or ammunition
- Power tools
- Equipment repair or inspections
- Permanent roadside traffic signage
- Electronic speed advisory signage
- Emergency apparatus reflective markings
- Automatic emergency defibrillators (AEDs)
- First aid kits
- Fire extinguishers
- ADA compliance retrofitting
- Emergency standby generators
- **Any personal protective equipment (PPE) OSHA requires the employer to provide to employees**
- **General repairs and maintenance**
- Ladders
- Speed bumps
- Licensing fees
- Central station monitoring fees
- Gloves (except puncture-resistant gloves for law enforcement and firefighting gloves)
- Jack and Jack stands
- Routine maintenance
- Repairs/maintenance to buildings, roads, and sidewalks
- Safety vests or reflective clothing
- Police Soft Body Armor (see the soft body armor grant application)

Section III: Vendor Quotes & Supporting Information

After obtaining preapproval from your risk consultant, interested members need to submit applications that specify what is desired, explain its intended purpose, and provide cost details in the form of a quote. We strongly encourage members to control costs (so the program can help more municipalities) by seeking competitive pricing from multiple vendors. Quotes must be uploaded to the grant portal for each of the items to be purchased.

- Requested equipment must meet applicable ANSI, ASTM, NFPA or other applicable performance standards. Product literature must be included with the application to provide documentation that the requested equipment or items meet applicable codes or standards.
- When applying for ergonomic functional analysis, please provide vendor qualifications and experience, along with the quotation for the services desired.
- Photocopied pages from the “USABlueBook” or similar sources will not be considered as an adequate quote, due to the high cost of these vendors. Members that submit quotes from these sources with their application will be asked to obtain alternate quotes, unless they can demonstrate that other quotes are higher.
- Shipping costs should be included as part of the grant application. To do that, make sure your vendor includes a shipping cost estimate in the quote you submit with your application.
- **Do not include state tax as part of the grant request.**
- The cost of professional installation of equipment is grant-eligible. It is crucial that members obtain a quote or estimate for these costs in advance and include that information as part of the application.
- Applications must include actual copies of the vendor quotes with costs itemized with detailed item names and descriptions. Illustrated product literature must also be included to provide a visual representation of each item and to confirm that each meet the required standards.
- Summarize the vendor's quote information and write it in the application form. Indicate the cost per item and the number of items requested.

Section IV: Application Guidelines

Applications will be considered only when they meet the following requirements:

- All uploaded applications **must include a signature page signed by the senior municipal official** (e.g. manager/administrator, mayor, or select board member). For the purpose of this grant, department heads are **NOT** considered senior municipal officials.
- Complete and signed applications must be uploaded to the grant portal and received within the prescribed application periods outlined in Section I.
- To be considered "complete", all applications must contain the required elements outlined in Section III of this guideline. We strongly encourage you use the checklist located in Section VII to help determine whether you are submitting a complete application.
- To be eligible for a full award, the applicant must have completed any recommendations that have been made by NCLM Loss Control if applicable.

Recommendations are considered outstanding when they have not been addressed within 60 days from the date of the risk control visit. Note that this requirement applies to all departments or operating units within a given municipality.

Members with outstanding recommendations may submit applications that include systems and/or equipment that will correct the outstanding recommendation(s). For example, if a member has an outstanding recommendation, they may submit an application that includes equipment or services that address the recommendation and include other appropriate items as well. This application would be eligible for consideration because it addresses outstanding recommendations that would otherwise render the member ineligible for the program.

You should review recent risk control action plans to determine whether recommendations have been addressed. Alternatively, you may contact your risk control representative to obtain copies of these reports or ask questions about the degree of compliance with risk control recommendations.

- Applications should be completed electronically at www.nclm.org
- All documents must be legible.

Additional application requirements include:

- Funding applied for or received from any other grant sources must be deducted from the cost of the item(s) requested. The member's "net" costs (after consideration of other grant monies) are still eligible for reimbursement under the RMS equipment grant program.
- The application must include supporting documents that provide:
 1. A **clear** description of the equipment requested and vendor price quotations.
 2. Be sure to include additional costs such as shipping and installation as part of the application documentation. **Taxes must be excluded and will not be reimbursed.**
- **IMPORTANT:** In the application, explain why this equipment is needed and how it will aid in reducing the frequency and/or severity of workers' compensation, property, auto, or liability claims.

Section V: Award Amounts

Members are eligible for up to 50 percent of the quoted cost of qualifying equipment with a maximum award that is limited by the member's 2025 RMS insurance pool premium. Award amounts are shown in the table below:

2025/2026 RMS Pool Premium	Maximum Award
Minimum contribution to \$1,000	\$250
\$1,001 - \$3,000	\$500
\$3,001 to \$5,000	\$1,000
\$5,001 to \$10,000	\$1,500
\$10,001 to \$15,000	\$2,000
\$15,001 to \$20,000	\$3,000
\$20,001 to \$25,000	\$4,000
\$25,001 +	\$5,000

- Grants will be awarded or declined at the sole discretion of the Awards Committee, which is comprised of NCLM Risk Management Services staff. The Awards Committee will award grants in December of each year, after which the applicant and RMS contact will be notified of the award or rejection.
- Applications are considered on a first come, first serve basis, but consideration can be made according to priority. There is no guarantee that funding will be available for the entirety of the application period.
- All applicants will receive an award letter via email indicating the award amount or a rejection notification indicating why the application was rejected in whole or in part. Amounts noted in the award letter will be based on the quote detail provided in the application and its supporting documents, as well as program limitations. Please contact us if you have any questions about the award or rejection correspondence.
- The grant program will only reimburse up to 50 percent of the member’s final (net) costs. Monies anticipated or received from other grant sources will be deducted before calculating awards.

Section VI: Obtaining Reimbursement After Purchase

After your municipality has purchased **all** desired qualifying equipment or services within the required timeframe, you must provide proof of purchase **and** payment to obtain reimbursement.

- All purchased items must be identical to or of equivalent or superior quality to items that were approved in the application process; otherwise, they may not qualify for reimbursement. Substituting lesser-quality items may result in no reimbursement for those items. Purchasing fewer items than what was proposed in the application will result in a reduction adjustment to any reimbursement. The reimbursement award will not exceed the amount originally quoted. Please contact us if you have any questions.
- If actual expenditures on approved items exceed the quoted costs, reimbursement will be based on the **approved quoted costs** for those items. If the actual purchase costs are less than the quoted costs, the reimbursement will be for the approved actual cost of the items. In no case will the grant pay more than the amount stated in the award letter.
- Grant awards not spent on equipment that was in the grant application may not be “reallocated” to other equipment. If specific items are not purchased, those reimbursement monies are forfeited unless prior approval has been obtained in writing.
- Send the following documentation for all items purchased:
 - A clear description of the items purchased, including cost per item and shipping costs, is clearly shown.
NOTE: (Reimbursements will not be provided if the items and paid proofs are not clear, concise, and verifiable)
 - Vendor paid invoice(s).
 - Proof of payment in the form of a copy of the cleared check(s) used to pay for equipment. Ideally, the check(s) should reference the vendor’s invoice #.
 - For fire and security systems, include evidence that the system is centrally monitored. For onsite DVR/video surveillance systems, submit evidence that the DVR is securely located.
 - Reimbursement for completed ergonomic functional analysis must include the completed functional analysis report and the updated job description that includes the new functional analysis information. This is in addition to the above financial documentation.
 - Reimbursement for personnel policies requires proof of policy adoption (minutes, resolution, or ordinance) in addition to proof of payment.
- Submit and attach the above documentation to the grant portal, as the original quotes were submitted.

Section VII: Application Checklist

Before you send your application, please use the following checklist to help ensure that your application won't encounter administrative snags. This is a tool for you: do not send it with your application. If you answer "No" to any question, review the application and these guidelines to make sure you qualify for the program and that all requirements have been met. **Incomplete applications are subject to rejection!**

Pre-Application Evaluation Checklist	Yes	No
1. Is your municipality currently an RMS workers' comp or property/liability pool member?	<input type="checkbox"/>	<input type="checkbox"/>
2. Have you read all the grant guidelines?	<input type="checkbox"/>	<input type="checkbox"/>
3. Are requests for equipment from different municipal departments consolidated into a single application?	<input type="checkbox"/>	<input type="checkbox"/>
4. If an RMS Safety Grant was awarded to your municipality in 2024, has it been spent, and has the reimbursement received? (See Section I above for information.)	<input type="checkbox"/>	<input type="checkbox"/>
5. Has your municipality committed funds for this purchase?	<input type="checkbox"/>	<input type="checkbox"/>
6. Does the equipment itemization section of the application have clear item descriptions and cost-per-item information, including professional installation (if appropriate)?	<input type="checkbox"/>	<input type="checkbox"/>
7. Has your municipality addressed any outstanding risk control recommendations? (See Section IV) It is important to check with all municipal departments (and the volunteer fire department if it is covered by RMS). If not, you are ineligible for an award. Contact Risk Control if you are unaware of your status.	<input type="checkbox"/>	<input type="checkbox"/>
8. If any item is not on the list of previously approved items (see Section II above), have you contacted a member of the RMS Risk Control team to discuss the item?	<input type="checkbox"/>	<input type="checkbox"/>
9. Have you obtained a vendor quote for shipping and included the cost in the application, excluding taxes ?	<input type="checkbox"/>	<input type="checkbox"/>
10. Have you attached vendor quotes and product descriptions to your application?	<input type="checkbox"/>	<input type="checkbox"/>
11. Is the grant award (reimbursement) request more than \$200?	<input type="checkbox"/>	<input type="checkbox"/>
12. Have you provided appropriate contact information (including email addresses) in case we need to obtain additional information about the application or requested equipment?	<input type="checkbox"/>	<input type="checkbox"/>
13. Has the application been signed by the senior municipal official (e.g. manager/administrator, mayor, or select board member)? For the purpose of this grant, department heads are NOT considered senior municipal officials.	<input type="checkbox"/>	<input type="checkbox"/>
I understand that unused grant awards will immediately expire if my organization leaves the RMS insurance pool.	<input type="checkbox"/>	<input type="checkbox"/>



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

November 3, 2025

Alexis Hines, Human Resources Director
City of Mount Holly
400 E. Central Ave
Mount Holly, NC 28120

Risk Control Consultant Darius Chisholm,

The City of Mount Holly is submitting the following items for your consideration for the 2025- 2026 NC League of Municipalities' Safety Grant:

Items:

- 2 flammable storage cabinets for the Public Works Garage Building located at 218 Adrian Street, Mount Holly NC 28120.

NCLM Criterion:

- Increased safety measures to reduce the risks of fires and explosions protecting City employees, City equipment and property, and neighboring citizens;
- Reduces City employees' exposures to toxic fumes;
- Reduces the financial burden on the City to repair or relocate in the event fire related damages occur;
- Remains OSHA compliant;
- Protects and sustain the overall longevity of City property.

Justification:

The City's Public Works facility houses the Streets and Solid Waste, Utilities, Parks and Recreation, and Building and Maintenance departments. Employees in these divisions regularly handle materials such as gasoline, oil, solvents, paint thinners, and other hazardous chemicals that pose potential fire and explosion risks if not properly stored.

The North Carolina Department of Public Safety notes that "*close storage of incompatible chemicals could create a risk of fire, explosion, or release of toxic gases and fumes. Storage locations should be according to fire code, have proper fire protection and are structurally appropriate.*" In alignment with this guidance, the City seeks reimbursement for the purchase of two flammable storage cabinets designed to safely contain these materials. This investment represents a simple but vital step in reducing fire hazards and protecting our most valuable assets- our employees, amongst City property, and the surrounding community. These cabinets will

also ensure compliance with Occupational Safety and Health Administration (OSHA) standards and enhance overall facility safety. Each cabinet will be securely anchored to the floor and wall, placed in a ventilated area of the Public Works garage, and inspected regularly to ensure chemical inventory is properly maintained and storage conditions remain safe.

Funding:

The final costs associated with this purchase (excluding taxes) are: \$1,406.93 per storage cabinet. These safety measures have been submitted and purchased in the Utilities and Streets and Solid Waste division's budget for the 2025-2026 FY.

If there are any additional questions, please contact myself and/or the supervisors listed below:

David Clark, Deputy Public Works Director of Streets & Solid Waste

David.Clark@mtholly.us

(980) 522-0384

Ronnie Hale, Field Services Division Manager

Ronnie.Hale@mtholly.us

(980) 310-1147

The City respectfully requests consideration for reimbursement through the NCLM Insurance Pool Safety Grant Program. This funding will further demonstrate the City's commitment to maintaining a safe and compliant workplace for its employees. We sincerely appreciate the incredible opportunities and resources that NCLM provides, which have undoubtedly supported the City in the past and will continue to strengthen our organization in the future. Thank you for your consideration.

Respectfully,

Alexis Hines, Human Resources Director

Jonathan Blanton, City Manager

CITY OF MOUNT HOLLY
CITY COUNCIL MEETING MINUTES
MONDAY, OCTOBER 27, 2025
COUNCIL CHAMBERS
6:30 PM

CALL TO ORDER

Mayor Moore called the meeting to order at 6:30 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	Brian Reagan, Police Chief
Councilman Bryan Hough	Greg Beal, Planning Director
Councilwoman Phyllis Harris	Ryan Baker, Fire Chief
Councilman Kenneth Reeves	Jason Green, Public Works Director
Marie M. Anders, City Attorney	Eric Smallwood, Parks\Recreation Director
Tara Douglas, City Clerk	Michelle Wood, Finance Director
	Matt Black, Economic Development Director
	Jon Ford, City Engineer
	Ken Kennedy, IT Director

INVOCATION

Gloria Mack from Life Center International led the Council, Staff, and attendees in prayer.

PLEDGE OF ALLEGIANCE

Councilman Craig led the Council, staff, and attendees in the pledge of allegiance.

SET THE AGENDA

Mayor Moore entertained a motion to approve the agenda.

Motion: Councilman Reeves made a motion to approve the agenda as presented. Mayor Pro Tem Shoemaker seconded the motion.

All Council members present and voting, voted in favor 6-0. (Motion Carried).

CONSENT AGENDA

1. Proclamation Honoring Veteran’s Day.
2. Approval of Minutes- City Council Meeting- October 13, 2025.

CITY OF MOUNT HOLLY
CITY COUNCIL MEETING MINUTES
MONDAY, OCTOBER 27, 2025
COUNCIL CHAMBERS
6:30 PM

Mayor Moore entertained a motion to approve the Consent Agenda as presented.

Motion: Councilman Meadows made a motion to approve the Consent Agenda as presented. Councilman Hough seconded the motion.

All Council members present and voting, voted in favor 6 -0. (Motion Carried)

PRESENTATIONS

1. Special Events Attendance Numbers

Chloe Clary

Miss Clary reviewed the special events' attendance numbers using Placer AI. Miss Clary explained that Placer AI is a software that helps collect data as it pertains to place and gave examples of how Placer AI uses data to show attendance, duration, and demographics of the visitors attending the special events in Mount Holly. Miss Clary stated that Placer AI is able to show where the event attendees are traveling from. Miss Clary highlighted the ways that Placer AI enhances the planning of events by evaluating return of investment (ROI), identifying staffing needs, placement of signage, and advertising optimization. The Mayor and Council thanked Miss Clary for her presentation as well as the success of the recent Pumpkin Piddle Paddle event.

2. Ransom Hunter Park Presentation

Eric Smallwood.

Mr. Smallwood showed a photo presentation of the park from beginning to end. Mr. Smallwood gave a brief historic overview of the process. Mr. Smallwood noted that the ribbon cutting for the park took place on September 20, 2025. Mr. Smallwood highlighted some of the special items in the park that are unique to this project to include the custom play structure that is a replica of Ransom Hunter's home and the custom-built benches by the City of Mount Holly's park maintenance staff from the wood of the historic family tree that fell on the property. Mr. Smallwood gave some statistics using Placer AI since the new park opened. Mr. Smallwood expressed his gratitude to all those who have been involved in this historic project.

NEW BUSINESS

1. City Manager Report

Jonathan Blanton

Mr. Blanton highlighted the induction of David Childers into the NC Music Hall of Fame and Congratulated him and acknowledged the impact that he has made to North Carolina. Mr. Blanton stated that the Pumpkin Piddle Paddle was a great success and very well attended. Mr.

CITY OF MOUNT HOLLY
CITY COUNCIL MEETING MINUTES
MONDAY, OCTOBER 27, 2025
COUNCIL CHAMBERS
6:30 PM

Blanton stated that the Lantern Parade was a great success and thanked Awaken Gallery. Mr. Blanton reviewed the Street Lights Plan for Veteran’s Park in light of the recent questions. Mr. Blanton stated that on Sunday, November 2, 2025 there will be the Mount Holly Museum Grand Opening. Mr. Blanton reviewed questions received regarding the Holly Springs property and stated that both he and Mayor Moore spoke out against this rezoning at the July meeting. Mr. Blanton stated that he spoke with the Gaston County Manager and was told that the buyer was pursuing a by-right development meaning that they are no longer requesting this conditional rezoning, but that the Gaston County Commissioners will have the final say as this is not in the City limits of Mount Holly. Mr. Blanton gave an update on the Pedestrian Street Bridge at River Street Park and stated that there has been some slowdown due to the Federal Government shutdown.

CLOSED SESSION

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

Mayor Moore entertained a motion to go out of the regular meeting and into closed session.

Motion: Councilman Hough made a motion to go out of the regular meeting and into closed session at 7:04 PM. Councilman Reeves seconded the motion.

All Council members present and voting, voted in favor 6-0. (Motion Carried)

Motion: Councilman Craig made a motion to come out of closed session and back into the regular meeting at 7:42 PM. Councilman Hough seconded the motion.

All Council members present and voting, voted in favor 6-0. (Motion Carried)

Motion: Councilman Hough made a motion to approve a 60-day extension to the Development Agreement with RTR Property Management LLC for 131 South Main Street. Mayor Pro Tem Shoemaker seconded the motion.

All Council members present and voting, voted in favor 6-0. (Motion Carried)

ADJOURN

Motion: Councilman Hough made a motion to adjourn the October 27, 2025 City Council Meeting at 7:43 PM. Councilwoman Harris seconded the motion.

All Council members present and voting, voted in favor 6-0. (Motion Carried)

The meeting adjourned at 7:43 PM



Regular Meeting Agenda Action Form

Meeting Date

November 10, 2025

From

Tara Douglas, City Clerk
City Clerk

CONSENT AGENDA Item # 6

Approval of City Council Closed Session Minutes — October 27, 2025

Will this require a public hearing?

No

Background/Purpose of Request

Per the internal staff policy shared with Council, approval of closed session minutes will be part of the consent agenda. A copy of the minutes will be provided under a separate cover to the Council as part of the closed session information packet.

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

November 10, 2025

From

City Management

PRESENTATIONS Item # 1

Presentation by David Childers

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

November 10, 2025

From

Jonathan Blanton, City Manager
City Management

NEW BUSINESS Item # 1

City Manager Report

Will this require a public hearing?

No

Background/Purpose of Request

City Manager to update the Mayor, Council, and citizens

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