



INFORMAL INVITATION TO BID FOR FIRE STATION 5 SITE UPFIT

INTRODUCTION:

The City of Statesville is requesting proposals from qualified bidders for the grading and construction of Fire Station 5 concrete driveway, walkway, parking area, and building pad located at 533 Gaither Rd. Statesville, NC (PIN#4745041052.000).

Pursuant to General Statutes §§ 143-48 and 143-129 and Executive Order #150, The City of Statesville invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

INSTRUCTIONS TO BIDDERS:

(a) Submit by email to Christopher Overcash at covercash@statesvillenc.net

Each bidder must submit a proposal on the blank form provided herein. The bidder must sign the proposal, and proposals may be rejected if they show any omissions, alterations of form, additions not called for, conditional bid, or any irregularities of any kind.

(b) Submitted proposals in a hard copy format.

If you wish to submit a proposal in a hard copy format, please send all documents with appropriate SIGNATURES to the address below.

All proposals must be submitted via email, mailed or delivered as follows in sufficient time to ensure receipt on or before the time and the date specified on the Proposal form. Completed proposals shall be received by 2:00pm on January 21, 2026.

Mailing Address:

City of Statesville
Engineering
Attention: Christopher Overcash
301 S Center St
Statesville, NC 28677

Any questions should be referred to Christopher Overcash, covercash@statesvillenc.net

SPECIFICATIONS & CONDITIONS FOR CONSTRUCTION:

1. Bidder shall grade site to include the grading of the driveway, walkway, parking area, front of house and building pad to ensure proper drainage and installation. Any fill needed for building of parking area or building pad may be sourced from the front of the current structure. All excess dirt from grading shall remain on site.

2. Bidder shall construct the following:

- a) Concrete driveway leading to the concrete ADA parking area and walkway.
- b) ADA Ramp and walkway around current structure
- c) Gravel parking lot (Employee Vehicles)
- d) Building pad for Clear Span Enclosed Metal Garage (40' x 60') with conduit for water and power services.
- e) Trench Drain/Drainage Pipe

3. The successful bidder will be responsible for acquiring ALL the necessary permits. This includes Vector Control and NESHAP regulations and final permit from Iredell County Building Inspections Department. Failure to acquire the proper permits will result in fines from the above-mentioned agencies and non-responsive bidder status and rejection of all future bids. The successful bidder must comply with all local, state, and federal laws and regulations.

4. In the event the successful bidder fails to fulfill any term of the contract, said failure shall be treated as default and is cause for termination of the contract and any rights of successful bidder therein. In no way shall the City be responsible for losses Incurred by bidder. Should the bidder fail to execute the contract in total, the City may seek damages for completion of work.

5. The bidder warrants that bid prices, terms, and conditions quoted in the bid will be firm for a period of ninety (90) days from opening date. Note project may be partially awarded based on cost.

6. Safety Requirements: The Contractor shall secure the area around the buildings by use of signs, barricades, and personnel to assure that only authorized personnel will be on the site from the time of the beginning of the work until completion. The Contractor shall not leave any part of the structure in a hazardous condition overnight or at any time. In addition, all rules and regulations of the Department of Labor, Occupational Safety and Health Administration, shall be abided by.

7. The successful bidder must submit a work schedule to city prior to commencing work. All work must be completed by the contract term stated in the proposal. It is further understood that the successful bidder will execute a contract within seven (7) days after receiving formal notice of the award and that the prescribed work will be completed within **90 calendar days** after the execution of the contract and receipt of the Notice to Proceed.

8. All materials removed from any demolished areas of the site are the property of the Contractor unless otherwise specified by the city. Such materials are to be removed from the site and disposed of at the contractor's expense. Contractors shall take into account the salvage value of materials removed.

INSURANCE REQUIREMENTS:

To the fullest extent permitted by laws and regulations, bidder shall indemnify and hold harmless the city and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from bidder's performance of this work or the actions of the bidder or its officials, employees, or contractors.

In addition, bidder shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. Additionally, bidder shall maintain, at its expense, the following minimum insurance coverage:

\$1,000,000 per occurrence /\$2,000,000 aggregate --- Bodily Injury Liability, and
\$100,000 --- Property Damage Liability, or
\$1,000,000 per occurrence /\$2,000,000 aggregate---Combined Single Limit Bodily Injury and Property Damage

Bidder shall furnish to the city a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the bidder. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The bidder shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the bidder shall not be interpreted as limiting the bidder's liability and obligations under the Contract.

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PROJECT SPECIAL PROVISIONS

SP-1: CONCRETE DRIVEWAY & PARKING LOT

Such price and payment shall be full compensation for all work including but not limited to furnishing 3000 PSI concrete, hauling, forming, spreading materials, shaping, and curing the concrete in accordance with Specifications, Contract Drawings, and Engineering Director's requirements. Concrete Driveway shall meet concrete driveway standard provided on sheet 6 of Fire station 5 plans. Driveway is to consists of 4" minimum compacted drainage aggregate and a 6" thick 3000 PSI concrete pad reenforced with 6"x6"x W1.4 WWF on compacted earth.

Estimated Quantity – 200 CY

SP-2: GRAVEL PARKING LOT

Such price and payment shall be full compensation for all work including but not limited to hauling, compaction, and spreading materials accordance with Specifications, Plan details, and Engineering Director's requirements. Gravel parking lot is to consists of 6" drainage aggregate base course over geotextile and compacted subgrade.

Estimated Quantity – 62 CY

SP-3: BUILDING PAD

Such price and payment shall be full compensation for all work including but not limited to furnishing 3000 PSI concrete, hauling, forming, spreading materials, shaping, and curing the concrete in accordance with Specifications, Contract Drawings, and Engineering Director's requirements. Concrete Pad shall meet selected 40x60 building foundation requirements. Minimum pad requirements to consists of 4" minimum compacted drainage aggregate and a 6" thick 3000 PSI concrete pad reenforced with 6"x6"x W1.4 WWF on compacted earth with a finished floor elevation of 842.00'.

Estimated Quantity – 45 CY

SP-4: TRENCH DRAIN

Such price and payment shall be full compensation for all work including but not limited to purchasing and installing of the 12" Swift drain 300 or approved equal in accordance with Specifications, Contract Drawings, and Engineering Director's requirements.

Estimated Quantity – 74 LF

SP-5: DRAINAGE PIPE TRANSITION AND FLARED END

Such price and payment shall be full compensation for all work including but not limited to furnishing and installing transition pipe and flared end with rip rap apron in accordance with Specifications, Contract Drawings, and Engineering Director's requirements.

Estimate Quantity – Pipe & Flared End Lump Sum; Class B Riprap 2 CY

SP-6: ADA RAMPS

Such price and payment shall be full compensation for all work including but not limited to the complete installation of ADA ramps shall be in accordance with Federal ADA Guidelines and NCDOT Standard Drawing 848.06, and the Engineering Director's requirements.

SP-7: COMPREHENSIVE GRADING

Price shall include total cost for all work including but not limited to excavation; hauling; removal of undesirable materials; disposal or relocation of materials; formation and compaction of embankments needed, compacting subgrades, and maintaining work in accordance with NCDOT Standard Specification 226 for earthwork, Contract Drawings, and Engineering Director's requirements.

Estimate Quantity – Lump Sum

SP-8: CONSTRUCTION STAKE LINES AND GRADES

Such price and payment shall be full compensation for verification of grades by bidder. Once award has been issued, contractor will notify City Engineering Department of any discrepancies for grades.

Estimate Quantity – Lump Sum

SP-9: UNDERCUT

Contingency: If necessary, removal of undesirable materials shall be priced per cubic yard.

Estimate Quantity – 65 CY

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REFERENCES:

1. How many years of experience in Grading and Concrete work does your firm have? _____

2. List contact information for at least 3 clients, involving services similar to the ones required in this ITB.

Name of client: _____

Address: _____

Client's Contact Person and phone number: _____

Name of client: _____

Address: _____

Client's Contact Person and phone number: _____

Name of client: _____

Address: _____

Client's Contact Person and phone number: _____

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BID FORM

ITEM(S) FOR ACTION

AMOUNT

Item 1: Mobilization (Lump Sum)	\$ _____
Item 2: Construction Stake Lines and Grades (Lump Sum)	\$ _____
Item 3: Comprehensive Grading (Lump Sum)	\$ _____
Item 4: Concrete Driveway (116 CY)	\$ _____
Item 5: Concrete Parking Lot and Walkway (84 CY)	\$ _____
Item 6: Gravel Parking Lot (62 CY)	\$ _____
Item 7: Concrete Building Pad (45 CY)	\$ _____
Item 8: Trench Drain (74 LF)	\$ _____
Item 9: Drainage Pipe Transition and Flared End (Lump Sum)	\$ _____
Item 10: Riprap (2 CY)	\$ _____
Item 11: Undercut (65 CY)	\$ _____
TOTAL BID (Items)	\$ _____

AWARD OF CONTRACT: Qualified bids will be evaluated, and acceptance may be made of the lowest and best quote most advantageous to the City of Statesville as determined upon consideration of such factors as: prices offered; the date or dates of delivery and performance; and such other factors deemed by the City of Statesville to be pertinent or peculiar to the purchase/service in question. The City of Statesville reserves the right to make partial, progressive, or multiple awards: where it is advantageous to award separately by items; or where more than one bidder is needed to provide the contemplated requirements such as dates of service or other factors deemed by City of Statesville. **Contract must be signed and returned to the City within 7 days of notice of award.** Failure to return Contract within time frame will result in loss of award. City of Statesville reserves the right to award one or multiple vendors.

FIRM NAME: _____

BY: _____ DATE: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE #: _____ PRIMARY EMAIL: _____

SAMPLE CONTRACT

NORTH CAROLINA CITY OF STATESVILLE

SERVICE CONTRACT

THIS CONTRACT is made, and entered into this _____ day of _____, by and between the **CITY OF STATESVILLE**, a political subdivision of the State of North Carolina, (hereinafter referred to as “THE CITY”), and, _____ a corporation duly authorized to do business in the State of North Carolina, (hereinafter referred to as “CONTRACTOR”).

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

- 1. SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this Contract pursuant to the provisions and specifications identified in “Attachment 1” (hereinafter collectively referred to as “Services”). Attachment 1 is hereby incorporated herein and made a part of this Contract. Time is of the essence with respect to all provisions of this Contract that specify a time for performance.
- 2. TERM OF CONTRACT.** The Term of this Contract for Services begins on the effective date of this Contract until the completion of the Project that is outlined in Attachment 1, unless sooner terminated as provided herein. The CONTRACTOR shall commence work to be performed under this agreement on a date to be specified in written order of the CITY and shall fully complete all work hereunder within _____ consecutive calendar days from said date.
- 3. PAYMENT TO CONTRACTOR.** CONTRACTOR shall receive from THE CITY an amount not to exceed (\$) as full compensation for the provision of Services. THE CITY agrees to pay CONTRACTOR at the rates specified for Services performed to the satisfaction of THE CITY, in accordance with this Contract, and Attachment 1. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to THE CITY by the end of the month during which Services are performed. A Purchase Order number may be assigned to encumber the funds associated with this Contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by THE CITY.
- 4. INDEPENDENT CONTRACTOR.** THE CITY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of THE CITY for any purpose in the performance of CONTRACTOR’s duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR’s activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.
- 5. INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless THE CITY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs

related to court action or arbitration) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

In addition, CONTRACTOR shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. Additionally, CONTRACTOR shall maintain, at its expense, the following minimum insurance coverage:

\$1,000,000 per occurrence /\$2,000,000 aggregate --- Bodily Injury Liability, and
\$100,000 --- Property Damage Liability, or
\$1,000,000 per occurrence /\$2,000,000 aggregate---Combined Single Limit Bodily Injury and
Property Damage

CONTRACTOR, upon execution of this Contract, shall furnish to THE CITY a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR's liability and obligations under the Contract.

6. **LICENSURE, CERTIFICATION, AND REGISTRATION OF PERSONNEL.** All personnel provided or made available by Contractor to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable North Carolina law.
7. **CONFIDENTIALITY.** All data and information, both written and verbal, furnished to Contractor by the City shall be regarded as confidential, shall remain the sole property of the City and shall be held in confidence and safekeeping by Contractor for the sole use of the parties and Contractor under the terms of this Agreement. Contractor agrees that its officers, employees and agents will not disclose to any person, firm or entity other than the City or the City's designated legal counsel, accountants or practice management consultants any information about County, its practice or billing.
8. **HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.
9. **NON-DISCRIMINATION IN EMPLOYMENT.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by THE CITY, and CONTRACTOR may be declared ineligible for further CITY contracts.

10. GOVERNING LAW. This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in Iredell County and the State of North Carolina.

11. TERMINATION OF CONTRACT. This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

12. SUCCESSORS AND ASSIGNS. CONTRACTOR shall not assign its interest in this Contract without the written consent of THE CITY. CONTRACTOR has no authority to enter into contracts on behalf of THE CITY.

13. COMPLIANCE WITH LAWS. CONTRACTOR represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all Federal, State, or local laws.

14. E-VERIFY. As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the City.

15. IRAN DIVESTMENT ACT. CONTRACTOR certifies that they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. 143C-6A-6(a).) It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

16. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL. The vendor or contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

17. GOOD STANDING WITH CITY. CONTRACTOR certifies that it is not delinquent on any taxes, fees, or other debt owed by CONTRACTOR to THE CITY. CONTRACTOR covenants and agrees to remain current on any taxes, fees, or other debt owed by CONTRACTOR to THE CITY during the Term of this Contract.

18. NOTICES. All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

CITY OF STATESVILLE
ATTN:

CONTRACTOR:
ATTN:

- 19. AUDIT RIGHTS.** For all Services being provided hereunder, THE CITY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.
- 20. CITY NOT RESPONSIBLE FOR EXPENSES.** THE CITY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.
- 21. ANNUAL APPROPRIATIONS AND FUNDING.** This Agreement may be subject to the annual appropriation of funds by the City of Statesville Council. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then the City shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.
- 22. EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.
- 23. ENTIRE CONTRACT.** This Contract, including Attachment 1, shall constitute the entire understanding between THE CITY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.
- 24. HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.
- 25. EXISTENCE.** CONTRACTOR warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.
- 26. AUTHORITY.** By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of the CONTRACTOR.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized office or agent.

SIGNATURE PAGE

CITY OF STATESVILLE

By: _____

Printed Name:

Title:

CONTRACTOR

By: _____

Printed Name:

Title: