





**Town of Davidson  
2019 Resurfacing Project  
Contract**

# REQUEST FOR BIDS

FOR

## The Town of Davidson, North Carolina 2019 Resurfacing Project

### SCOPE OF WORK

Pavement resurfacing and improvements to include milling, patching, chip sealing, pavement marking, paving, and traffic control on streets in Davidson, North Carolina

Streets to include: See attached list of streets and description of work to be performed.

### NOTICE TO BIDDERS

Sealed proposals for this work will be received up to **2:00 PM**, on **May 20, 2019**.

**Mr. Doug Wright, Public Works Manager**  
**Davidson Town Hall**  
**216 South Main Street (PO Box 579)**  
**Davidson, NC 28036**  
**704-940-9625**

Complete plans and specifications and contract documents can be obtained from:

**Town of Davidson**  
**Town Hall**  
**216 South Main Street**  
**Davidson, NC 28036**

Bidders must be properly licensed under North Carolina state law to perform the work. A 5% bid security is required for each bid that equals or exceeds \$1,000,000.00

The estimated cost for this project is ~~\$600,000.00~~ **\$500,000**

The Town of Davidson reserves the right to reject any and all bids and to waive any informalities or technicalities as it may deem to be in its best interest. No bid may be withdrawn after the opening of bids for a period of 30 days. The Owner reserves the right to reject any or all bids and waive informalities. Proposals shall be made only on the form provided herein with all blank spaces for bids properly filled in and all signatures properly executed.

This project is intended to promote diversity, inclusion, and local business opportunities in the Town's contracting and procurement process for minority, women and small businesses.

Please note on the envelope – **Bid Proposal: Attn: Mr. Doug Wright, Public Works Manager**  
**Town of Davidson 2019 Resurfacing Project**

For information regarding the Invitation to Bid, contact:

Dieter W. Crago, Senior CEI Project Manager  
SEPI Engineering & Construction  
11020 David Taylor Drive, Suite 300  
Charlotte, NC 282625  
704-728-2117

Please submit questions or inquiries at least seven (7) calendar days before the bid due date. Questions or inquiries past this deadline may not be addressed by the Town prior to the bid due date.

### **PREBID CONFERENCE**

No pre-bid conference is scheduled for this project

### **TIME OF COMPLETION**

The Contractor shall commence work to be performed under this Contract on or before June 30, 2019 and shall fully complete all work hereunder by August 24, 2019. If the Contractor is delayed at anytime in the progress of his work by any act or negligence of the Owner, his employees or his separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Owner, then the contract time may be reasonably extended in a written order from the Owner upon written request from the contractor within ten days following the cause for delay. Should work not be completed by the August 19, 2019 deadline liquidated damages will be assessed in the amount of \$1,000.00 per day until the project is completed.

## GENERAL CONDITIONS

### GENERAL

It is understood and agreed that by submitting a bid that the Contractor has examined these contract documents, drawings and specifications and has visited the site of the Work, and has satisfied himself relative to the Work to be performed. That the work contemplated and referenced in these documents will be performed in accordance with the 2018 North Carolina Department of Transportation Standard Specifications for Roads and Structures.

### BIDDER'S REPRESENTATIONS

#### Contractor's License

Bidders shall be properly licensed under North Carolina state law to perform the Work specified in the Bidding Documents and per SECTION 102-14 of the NCDOT Standard Specifications. Bids received from bidders not meeting the applicable Contractor's licensure requirements as required by law and as determined by the Town's Public Works Manager bid may be considered non-responsive and may not be considered for award.

#### Bidder Qualifications

Bidders must be experienced in the class of work that is proposed who can refer to projects of similar magnitude and scope that have been successfully completed by them within the last three (3) years. Bidder's to whom award of the Contract is under consideration may be required to submit to the Town, upon request, a properly executed Contractor's qualification statement. The Town reserves the right to request any and all such qualification information from Bidder's to evaluate the bidder's qualifications. The Bidder's failure to submit the requested Qualifications Statement within the timeframe specified by the Town may be grounds for bid rejection.

#### Site Investigation and Conditions Affecting the Work

By submitting a bid, Bidders certify to have carefully examined the Project site and familiarized themselves with the existing conditions on the project, affecting the cost and execution of the work as described in Section 102-6 of the NCDOT Standard Specifications.

### BIDDING PROCEDURES

#### The Project Manual

The project manual is the bidding document and shall not be altered.

#### Addenda

Addenda will be published and issued to all bidders of record. All addenda shall become part of the Contract Documents whether or not received or acknowledged by the Bidder.

#### Bid Form

Bidders shall complete and submit the "BID FORMS AND SUPPLEMENTS" of the project manual in its entirety for bid consideration. Bidders shall submit Bids using bid form provided in the bidding documents. The Bid Form must be completed in its entirety with all entries including signatures written legibly in ink. Unit prices shall be entered where required and applicable. Incomplete Bid Forms shall be subject to rejection at the discretion of the Town.

#### Rejection of Bids and Disqualification of Bidders

Rejection of Bids and Disqualification of Bidders will be provided in accordance with Sections 102-14 and 102-15 respectively of the NCDOT Standard Specifications.

#### Award and Execution of the Contract

Award and execution of the contract will be in accordance with Section 103 of the NCDOT Standard Specification.

The Town will award the contractor contracts conditioned upon funding available for construction and other governmental approvals as may be required.

The Town reserves the right to accept Alternates in any order or combination. The Town further reserves the right to determine the low bidder on the basis of the Total Base Bid with Accepted Alternates.

#### Forms, Certifications and Execution of Bid

Bidders must complete each form, certification, and the execution of Bid provided the Bidding Documents. Failure to complete and submit the required forms, certifications, and Execution of Bid may be grounds for bid rejection.

#### Bid Security

A **five-percent (5%)** bid security is required with each bid that equals or exceeds \$1,000,000.00. Bid Bond or Bid Deposit, made payable to the Town of Davidson, must be in accordance with Section 102-10 of the NCDOT Standard Specifications.

### **POST-AWARD**

#### Bonds and Insurance

For bids equal to or greater than **\$500,000**, the successful bidder shall provide the Town performance and payment bonds each in the amount equal to **one hundred percent (100%)** of the contract amount. Bonds shall be submitted to the Town upon ten (10) calendar days of award of the Contract and shall be in conformance with NC GS 44A-33. Failure to provide acceptable bonds within ten (10) calendar days of award of the Contract shall be just cause for forfeiture of the bid bond or bid deposit and rescinding the award of the Contract. Award may then be made to the next lowest responsive, responsible bidder or the Project may be re-advertised at the Town's sole discretion.

The Contractor shall submit to the Town within ten (10) calendar days of recommendation of award of the Contract a certificate of insurance in the minimum amounts required in the Contract Documents.

#### Pre-Construction Conference

A pre-construction conference will be scheduled as soon as practical after award of the Contract. The Contractor shall attend the pre-construction conference with the prospective project superintendent, any anticipated major subcontractors, and major suppliers. A proposed progress schedule in a form satisfactory to the Construction Manager and a statement of the anticipated monthly progress payments showing the percent of progress each month shall be submitted by the Contractor to the Town. The Contractor shall also provide at least two (2) local telephone numbers that may be used to contact the Contractor or the Contractor's authorized representative in the event of an emergency after normal business hours.

#### Notice to Proceed

The Town will issue a Notice to Proceed (NTP) to the Contractor upon award and execution of the contract. The Contractor shall not perform any Work prior to the date on which the NTP commences. The Town reserves the right to issue an Administrative Notice to proceed authorizing the Contractor to place orders for products requiring long lead times, or to obtain certain permits prior to beginning any Work. If an Administrative Notice to Proceed is issued, the Contractor shall not perform any Work prior to the date on which the Notice to Proceed commences.

### **MATERIALS, EQUIPMENT AND EMPLOYEES**

The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, sanitary facilities and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied there from, all in accordance with the contract documents.

**BID AWARDS AND REJECTIONS**

Bid Opening

Bid Opening will be conducted in accordance with **Section 102-13** of NCDOT Standard Specifications.

Rejection of Bids and Disqualification of Bidders

Rejection of Bids and Disqualification of Bidders will be provided in accordance with **Sections 102-14 and 102-15** respectively of NCDOT Standard Specifications.

Award and Execution of Contract

Award and execution of Contract will be in accordance with **Section 103** of NCDOT Standard Specifications.

The Town will award the contract or contracts conditioned upon funds being available for construction and other governmental approvals as may be required.

The Town reserves the right to accept Alternates in any order or combination. The Town further reserves the right to determine the low bidder on the basis of the Total Base Bid with Accepted Alternates.

**Street Listing and Proposed Action**

Street	Description	Treatment	L Ft	W Ft Avg.	Area S/Y	Chip Seal S/Y	Milling 0"-3.0" S/Y	1½" Surface Course S9.5B Tons	Adjust MH	Adjust Water valve	Aggregate Subgrade Tons	Pave-ment Repair Tons	Shoulder Repair(ft) & Seeding/ Mulching SY
1	South St.	Main St. to past 2 <sup>nd</sup> drive to Davidson Elementary School	3,270	28 30	10,710	10,710	10,710	900	2	3		154	1,370 ft 457 SY
<del>2</del>	<del>Jackson St.</del>	<del>Main St. to Griffith St.</del>	<del>1,933</del>	<del>24</del>	<del>5,275</del>	<del>5,275</del>	<del>5,275</del>	<del>443</del>	<del>1</del>	<del>1</del>		<del>104</del>	
3	Sloan St.	Depot to Eden	333	22	814	-	814	68	1	1	269		-
		Eden to Gamble	542	22	1,325	-	-	-				50	
4	Mock Road	Brandon St. to Westside Tr.	365	15	610	610	610	51	-	-		42	
5	Davidson Gateway	John Ross Way to Rushco Driveway Entrance	1,466	49	7,982	-	7,982	670	2	3	353	192	-
6	Stonebriar Ridge Road	Bradford Park Dr to Bartlett Creek Dr	526	Var-ies	2,510	-	-	211	-	-		-	-

All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.

No changes shall be made in the Work except upon written approval and change order of the Designer/Owner. Change orders shall be subject to provisions in the current North Carolina Construction Manual.

Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed.

However, the contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Substitution of materials, items, or equipment of equal or equivalent design shall be submitted to the owner or engineer for approval or disapproval; such approval or disapproval shall be made by the owner or engineer prior to the opening of bids.

If at any time during the construction and completion of the work covered by these contract documents, the conduct of any workman of the various crafts be adjudged a nuisance to the Owner or if any workman be considered detrimental to the work, the Contractor shall order such parties removed immediately from the site.

The contractor shall designate a foreman/superintendent who shall direct the work.

### CODES, PERMITS AND INSPECTIONS

The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the engineer in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising there from.

All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable.

#### Submission of Bids

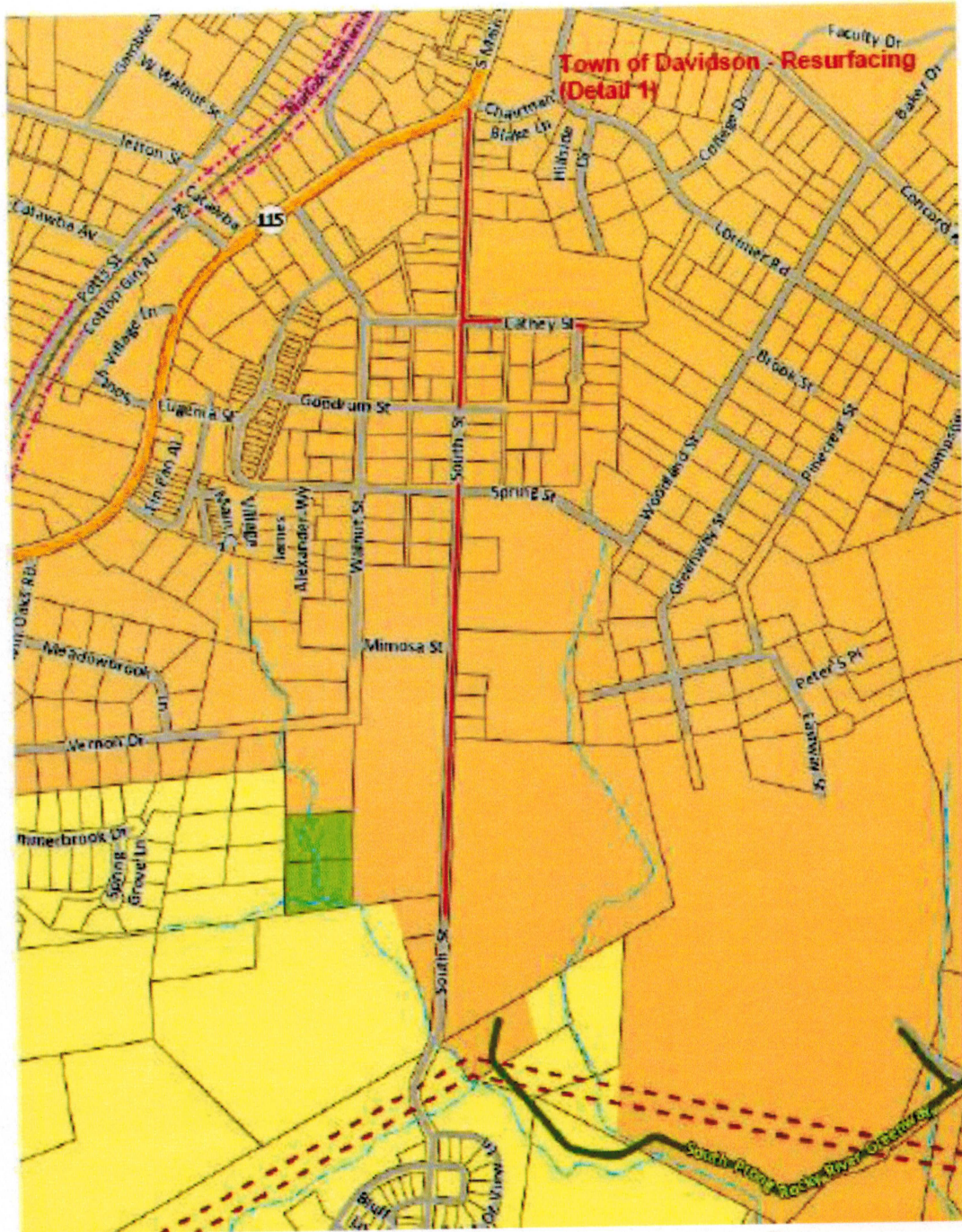
Bids shall be submitted in an opaque, sealed envelope, and printed with the following information on the outside of the envelope:

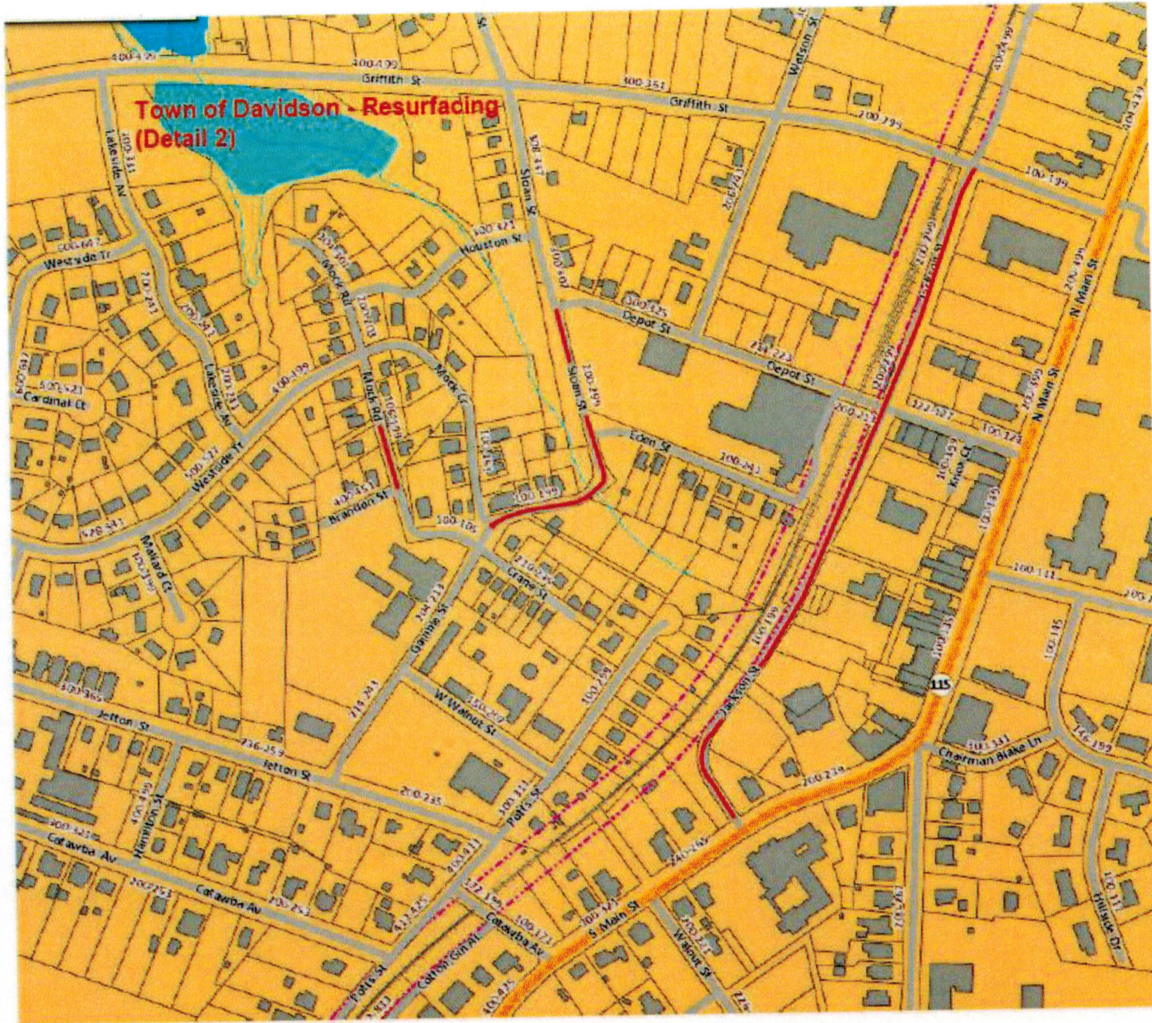
BID FOR:	_____ (Enter the <b>Project Name</b> as shown in the Bidding Documents)
BIDDER'S NAME:	_____ (Enter <b>Full Name of Bidder</b> submitting the bid)
PROJECT NUMBER:	_____ (Enter the <b>Project Number</b> as shown in the Bidding Documents)
DO NOT OPEN UNTIL:	_____ (Enter the <b>Date and Time</b> as shown in the Bidding Documents)

All Bids must be delivered prior to the bid opening date and time specified in the Invitation for Bids.

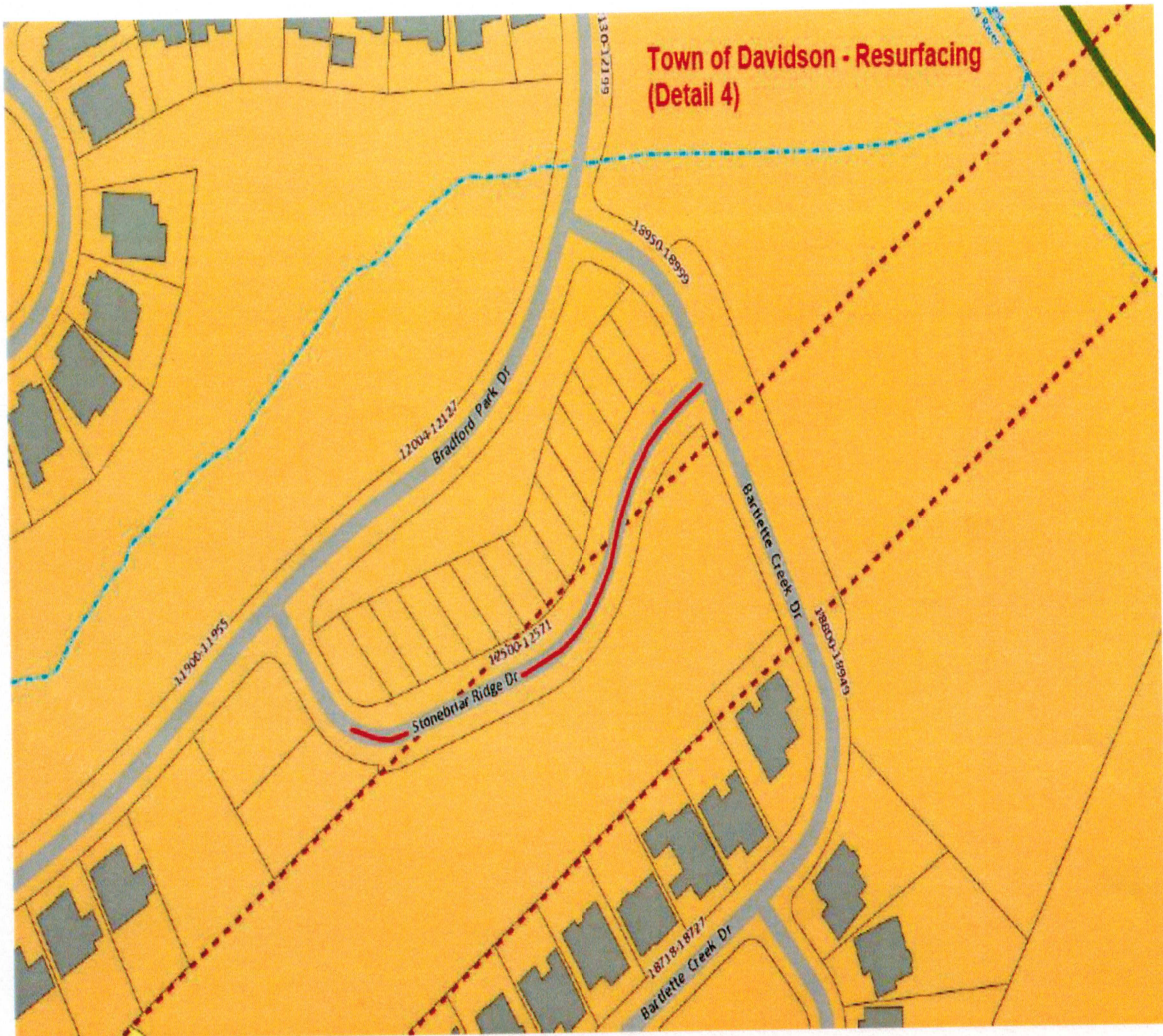
Bidders shall be responsible for the timely delivery of Bids at the bid opening location specified.











### BID FORMS AND SUPPLEMENTS

PROJECT NAME: Town of Davidson 2019 Resurfacing  
 PROJECT NUMBER: 2019 Resurfacing

ITEM#	SECT.#	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	800	Mobilization	1	LS	4500.00	4500.00
2	505	Aggregate Subgrade	650	TN	42.00	27300.00
3	607	Milling Bituminous Asphalt 1.5-3" Depth	<del>25,500</del> 20,225	SY	3.25	<del>82,875.00</del>
4	610	Asphalt Concrete Surface Course, 9.5B 1.5" Thick	<del>2,390</del> 1,947	TN	76.00	<del>181,640.00</del>
5	620	Asphalt Binder Plant Mix	<del>144</del> 117.4	TN	542.10	<del>78,062.40</del>
6	654	Bituminous Plant Mix, Pvmt. Repair (Patching) Depth to 6"	<del>550</del> 446	TN	132.00	<del>72,600.00</del>
7	657	Sealing Existing Pavement Cracks and Joints	1,000	LB	7.00	7000.00
8	660	Asphalt Surface Treatment - Chip Seal	<del>16,600</del> 11,325	SY	3.50	<del>58,100.00</del>
9	1205-8	Paint Pvmt. Marking, 4" White Skip Lines	250	LF	1.50	375.00
10	1205-8	Paint Pvmt. Marking, 4" Yellow Skip Lines	250	LF	1.50	375.00
11	1205-7	Thermo Pvmt. Marking, 4" Double Yellow Lines	325	LF	3.50	1137.50
12	1205-7	Thermo Pvmt. Markings 4" Yellow Lines	310	LF	1.50	465.00
13	1205-7	Thermo Pvmt. Markings 6" Yellow Lines	18	LF	4.60	82.80
14	1205-7	Thermo Pvmt. Markings 8" Yellow Lines	17	LF	5.75	97.75
15	1205-7	Thermo Pvmt. Markings 4" White Lines	4,400	LF	1.25	5500.00
16	1205-7	Thermo Pvmt. Markings 6" White Lines	1,600	LF	2.90	4640.00
17	1205-7	Thermo Pvmt. Markings 8" White Lines	300	LF	3.75	1125.00
18	1205-7	Thermo Pvmt. Markings 10" White Lines	8	LF	11.50	92.00
19	1205-7	Thermo Pvmt. Markings 12" White Lines	275	LF	5.75	1581.25
20	1205-7	Thermo Pvmt. Markings 24" White Lines	144	LF	11.50	1656.00
21	1205-7	Thermo 4' Arrow 90 M	2	EA	172.50	345.00
22	1205-7	Thermo NCDOT School Symbol w/markings	3	EA	1380.00	4140.00
23	858	Adjustment of Manholes	6	EA	300.00	1800.00
24	858	Adjustment of Water Meter/ Valve Box	8	EA	150.00	1200.00
25	225/230	Borrow Material/Shoulder Reconstruction 3'	1,370	LF	2.50	3425.00
26	1660	Seed and Mulch	460	SY	2.25	1035.00

65,731.25  
 147,972.00  
 63,642.50  
 58,872.00

39,637.50

27	SP	Mid-Block Raised Crosswalk w/ Markings	2	EA	6115.00	12230.00
28	SP	Speed Table w/ Markings	1	EA	6750.00	6750.00
29	1101	Traffic Control	1	LS	12500.00	12500.00
					<b>Sub Total</b>	<del>572629.70</del>
		5% Contingency to be used at Town's Discretion	1	LS		28631.49
					<b>Total Bid</b>	601261.19

475,207.59

23,760.38

498,967.97

Delete

Jackson St.

5,275 SY Chip Seal x 3.50 18,463

5,275 SY Milling x 3.25 17,144

443 T - 1 1/2" - x 76.00 33,668

26.6 T Asph. Binder x 542.10 14,420

1 MH x 300 300

1 WV x 150 150

104 T Pavt Repair x 132 13,728

97,873

Markings

White 4" 1103 x 1.25 1378

6" 46 2.90 133

8" 10 3.75 38

10" 8 11.50 92

12" 160 5.75 920

Yellow 4" 86' x 1.5 129

2,690

\$ 100,563

472,067

+ 23,603

\$ 495,670

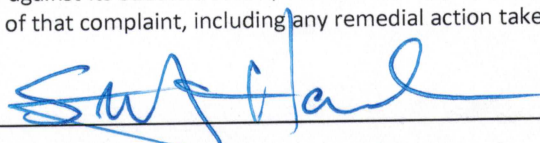
### COMMERCIAL NON-DISCRIMINATION CERTIFICATION

Project: Town of Davidson 2019 Resurfacing

Name of Company (Bidder): Barton Contracting

The undersigned Bidder hereby certifies and agrees that the following information is correct:

1. In preparing the enclosed bid, the Bidder has considered all bids submitted from qualified, potential subcontractors and suppliers and has not engaged in discrimination as defined in Section 2.
2. For purposes of this certification *discrimination* means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age, religion, national origin, marital status, familial status, sexual orientation, gender identity, gender expression, or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, *discrimination* also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other remedies that the Town may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the Town to reject the bid submitted with this certification and terminate any contract awarded based on such bid. It shall also constitute a violation of the Town's Commercial Non-Discrimination Ordinance and shall subject the Bidder to any remedies allowed thereunder, including possible disqualification from participating in Town contracts or bid process for up to two years.
4. As part of its bid, the Bidder shall provide to the Town a list of all instances within the past five years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that the Bidder discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

By:   
Signature of Company's Authorized Representative

Title: Project mgr - Sales

Date: June 6, 2019



### EXECUTION OF BID

#### NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION, AND GIFT BAN CERTIFICATION

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, 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 in restraint of free competitive bidding in connection with any bid or contract, that the Bidder has not been convicted of violating North Carolina General Statute 133-24 within the last three years, and that the Bidder intends to do the work with its own bona fide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

NC General Statute 133-32 prohibits the offer to, or acceptance by, any Town employee of any gift from anyone with a contract with the Town or State, or from any person seeking to do business with the Town of Davidson. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

In the event the Bidder is awarded the Contract, execution of the Bid by the Bidder is considered the same as execution of the Contract. Affixing the corporate seal to this document is only intended to verify the officer signing on behalf of the corporation has the authority to do so.

The undersigned, having carefully examined the site and familiarized himself with the existing conditions on the Project area affecting the cost of work and hereby proposes to furnish all supervision, labor, equipment, materials and services required to construct and complete the Project in accordance with the Project Manual at and for the Total Amount Bid, excluding any Allowances, such as contingency, which may be used by the Contractor only upon written instructions from the Engineer in accordance with the terms of this Contract.

The undersigned acknowledges receipt of the following addenda (initial next to each addendum):

# 1:  # 2:  # 3:  # 4:  # 5:  # 6:  # 7:  # 8:  # 9:

Type of Bidder:  Sole Proprietor  Partnership  Corporation  Limited Liability Company

(check 1 box)

Joint Venture

(if joint venture, complete this "Execution of Bid" sheet for each joint venture company and identify the "Name of Joint Venture" on each sheet)

NAME OF JOINT VENTURE: \_\_\_\_\_

Company Name: Barton Contracting

Mailing Address: 6000 Old Pinville Rd

City/State/Zip: Charlotte, NC 28217

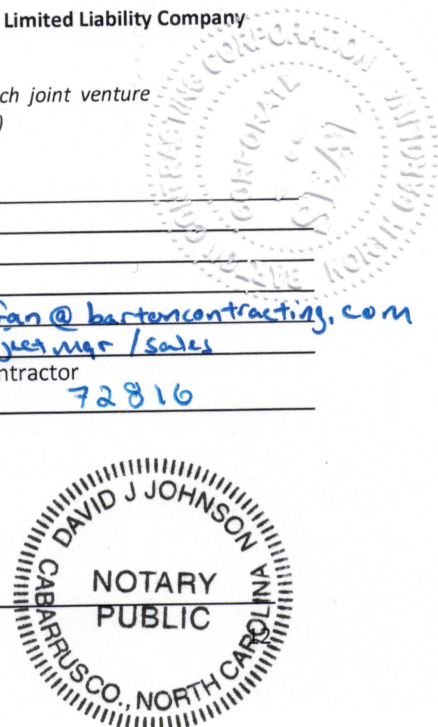
Phone: 704 962 9689 Email: stefan@bartoncontracting.com

Printed Name: Stefan Hawkins Title: Project Mgr / Sales

Signature: [Signature] NC Gen. Contractor License #: 72816

Subscribed and sworn to before me this 9 day of JUNE, 2019

Signature of Notary Public [Signature]  
of CABARRUS County



State of NORTH CAROLINA  
My Commission Expires: November 24, 2023

**Town of Davidson  
2019 Resurfacing Project  
Contract**

**ADDENDUM #1**

**May 24, 2019**

**REVISION: Revised Bid date and time.**

**NOTICE TO BIDDERS**

Sealed proposals for this work will be received up to **2:00 PM, on June 7, 2019.**

**< END >**

JH

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_

Barton Contracting Corporation \_\_\_\_\_ as principal, and Philadelphia Indemnity Insurance Company \_\_\_\_\_, as surety, who is

duly licensed to act as surety in North Carolina, are held and firmly bound unto

Town of Davidson \_\_\_\_\_ 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 May, 2019

WHEREAS, the said principal is herewith submitting proposal for

Town of Davidson 2019 Resurfacing 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

Barton Contracting Corporation (SEAL)

By: [Signature] (SEAL)

\_\_\_\_\_ (SEAL)

Philadelphia Indemnity Insurance Company (SEAL)

By: Debra S. Ritter (SEAL) Debra S. Ritter, Attorney-in-Fact



PHILADELPHIA INDEMNITY INSURANCE COMPANY  
One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

**Surety Bond Number:** Bid Bond  
**Principal:** Barton Contracting Corporation  
**Obligee:** Town of Davidson

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Debra S. Ritter its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

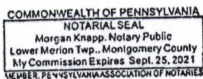
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>TH</sup> DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 27<sup>th</sup> day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

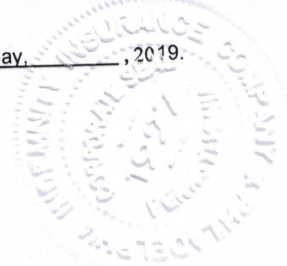
Notary Public: Morgan Knapp  
residing at: Bala Cynwyd, PA  
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27<sup>th</sup> day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 20th day of May, 2019.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY



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

**COMPANY:**

**ATTEST:**

\_\_\_\_\_  
Contractor Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
(N/A for Sole Proprietor)

Date: \_\_\_\_\_

**TOWN OF DAVIDSON NC:**

**ATTEST:**

\_\_\_\_\_  
Town Manager/General Town Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk to the Board of Town Commissioners

Date: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Town Attorney

Date: \_\_\_\_\_

\_\_\_\_\_  
Finance Manager

Date: \_\_\_\_\_

**BID FORMS AND SUPPLEMENTS**PROJECT NAME: Town of Davidson 2019 ResurfacingPROJECT NUMBER: 2019 Resurfacing

ITEM#	SECT.#	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	800	Mobilization	1	LS	4500.00	4500.00
2	505	Aggregate Subgrade	650	TN	42.00	27300.00
3	607	Milling Bituminous Asphalt 1.5-3" Depth	25,500	SY	3.25	82,875.00
4	610	Asphalt Concrete Surface Course, 9.5B 1.5" Thick	2,390	TN	76.00	181640.00
5	620	Asphalt Binder Plant Mix	144	TN	542.10	78062.40
6	654	Bituminous Plant Mix, Pvmnt. Repair (Patching) Depth to 6"	550	TN	132.00	72600.00
7	657	Sealing Existing Pavement Cracks and Joints	1,000	LB	7.00	7000.00
8	660	Asphalt Surface Treatment - Chip Seal	16,600	SY	3.50	58100.00
9	1205-8	Paint Pvmnt. Marking, 4" White Skip Lines	250	LF	1.50	375.00
10	1205-8	Paint Pvmnt. Marking, 4" Yellow Skip Lines	250	LF	1.50	375.00
11	1205-7	Thermo Pvmnt. Marking, 4" Double Yellow Lines	325	LF	3.50	1137.50
12	1205-7	Thermo Pvmnt. Markings 4" Yellow Lines	310	LF	1.50	465.00
13	1205-7	Thermo Pvmnt. Markings 6" Yellow Lines	18	LF	4.60	82.80
14	1205-7	Thermo Pvmnt. Markings 8" Yellow Lines	17	LF	5.75	97.75
15	1205-7	Thermo Pvmnt. Markings 4" White Lines	4,400	LF	1.25	5500.00
16	1205-7	Thermo Pvmnt. Markings 6" White Lines	1,600	LF	2.90	4640.00
17	1205-7	Thermo Pvmnt. Markings 8" White Lines	300	LF	3.75	1125.00
18	1205-7	Thermo Pvmnt. Markings 10" White Lines	8	LF	11.50	92.00
19	1205-7	Thermo Pvmnt. Markings 12" White Lines	275	LF	5.75	1581.25
20	1205-7	Thermo Pvmnt. Markings 24" White Lines	144	LF	11.50	1656.00
21	1205-7	Thermo 4' Arrow 90 M	2	EA	172.50	345.00
22	1205-7	Thermo NCDOT School Symbol w/markings	3	EA	1380.00	4140.00
23	858	Adjustment of Manholes	6	EA	300.00	1800.00
24	858	Adjustment of Water Meter/ Valve Box	8	EA	150.00	1200.00
25	225/230	Borrow Material/Shoulder Reconstruction 3'	1,370	LF	2.50	3425.00
26	1660	Seed and Mulch	460	SY	2.25	1035.00

27	SP	Mid-Block Raised Crosswalk w/ Markings	2	EA	6115.00	12230.00
28	SP	Speed Table w/ Markings	1	EA	6750.00	6750.00
29	1101	Traffic Control	1	LS	12500.00	12500.00
					<b>Sub Total</b>	<b>572629.70</b>
		5% Contingency to be used at Town's Discretion	1	LS		28631.49
					<b>Total Bid</b>	<b>601261.19</b>