



## INSTRUCTIONS TO BIDDERS

For Construction Activities

(David & Pauline Jarrell Center City Garden)

CITY OF ASHEBORO  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM  
(CARES ACT)

SUBMIT BID TO:

**IF MAILING BID:**

Asheboro City Hall  
Attn: Trevor Nuttall  
146 N. Church Street  
Asheboro, NC 27203

**IF DELIVERING BID IN PERSON  
AT BID OPENING:**

Asheboro City Hall, Council Chamber  
146 N. Church Street  
Asheboro, NC 27203

**BID OPENING DATE:** Tuesday, February 3, 2026

**TIME:** 2:00pm ET

Bid Package prepared by:



5030 New Centre Drive, Suite A  
Wilmington, NC 28403  
(910) 392-0060

[www.consultinsight.com](http://www.consultinsight.com)

**PART A. GENERAL INFORMATION FOR BIDDERS**

**1. Authority and Responsibility**

The "Local Authority" referred to throughout this document shall mean, either singly or as a group, a specific program(s), policy(s) and practice(s), and/or a specific Department(s), Division(s), Section(s) and staff person(s), of the local unit of government that provides the funds for the construction work referenced herein. Each successful Bidder shall enter into a Contract for Construction Work with the Local Authority. The Local Authority is responsible for the administration of the work covered by these General Provisions and Scope of Work, only to the extent referenced therein. The Local Authority is also the designated administrative authority that checks and approves plans and issues permits to allow performance of CDBG projects, and which approves the work performed under the specific permit(s) issued for said projects, all in accordance with the adopted codes of the Local Authority.

The "Insight Construction Manager" is the staff member of Insight Consulting Group, LLC, (Insight) who is assigned with the duty to manage and operate specific assigned CDBG programs and projects, with the support of the staff of the Local Authority. The Insight Construction Manager shall serve as the project quality control inspector and coordinator, carrying out all the functions of contract administration with the goal of providing project quality and timely construction scheduling and completion. With assistance from appropriate local staff, the Insight Construction Manager shall interpret the adopted codes of the Local Authority and the general provisions and construction specifications included herein. The Insight Construction Manager shall not take the place of the appropriate Local Building Inspector, who shall serve as the ultimate local authority regarding interpretation of the applicable building and development codes and ordinances.

The "Contractor" is both of the following: a) the name of the General Contractor and its Owner(s) performing a project under an executed demolition contract. The Contractor shall perform all work described in the Scope of Work (line item specifications), in accordance with the contract documents and the general provisions and scope of work included herein. The Contractor shall perform as project manager, maintaining continuous contact with the Local Authority and the Insight Construction Manager regarding the project status and any problems.

**2. Bid Procedures**

**Pre-Bid Conference/Delivery of Bid Documents.** The Local Authority will hold a Pre-Bid Conference for this project on Tuesday, January 20, 2026, at 2:00 PM, in the Asheboro City Hall Council Chambers, located at 146 N. Church Street, Asheboro, NC 27203. Attendance is **encouraged but not required**. At the conference, Contractors may receive the bid package, which includes the Instructions to Bidders, Scope of Work, and Bid Forms. Bid packages may also be obtained by emailing **bids@consultinsight.com**.

**Explanations to Bidders.** The Contractor must satisfy himself as to the labor and equipment needed. Any explanation desired by a Bidder regarding the meaning or interpretation of the advertisement for bids, specifications, etc., must be requested in writing to the Local Authority with sufficient time allowed for a reply to reach Bidders before the submission of their bids. Any interpretation made will be in the form of an Addendum to the invitation for bids, specifications, etc., and will be furnished to all prospective Bidders. Its receipt by the Bidder must be acknowledged in the space provided on the addendum bid form or by letter or telegram received before the time set for opening of bids. Oral explanations or instructions given before the award of the contract will not be binding. No changes to specifications will be permitted within three calendar days prior to the bid opening.

**Conditions Affecting the Work.** The Contractor certifies, by submission of a bid, that the Contractor has inspected the project included in his formal bid and has become familiar with the conditions under which the proposed work will be performed. Bidders should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Failure to do

so will not relieve Bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Local Authority will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the advertisement for bids, the specifications, or related documents.

**Preparation of Bids.** Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, the person signing the bids must initial each erasure or change. E-mailed or faxed bids will not be considered unless written authorization is provided to the Contractor by the Local Authority. The Contractor's Bid Proposal must be properly executed and submitted on the form provided. Bids by Contractors must be received by the Local Authority at the time and place specified in the Instructions to Bidders. The Proposal shall be made part of the Contract Documents.

No bid will be considered unless all individual work items on the Bid Form/Scope of Work (including formal addenda) are priced. In case of error in the total bid, the prices quoted for individual work items shall govern.

Unless called for, alternate bids will not be considered.

Modification of bids already submitted will be considered if received at the office designated in the Instructions to Bidders by the time set for opening of bids.

**Submittal of Bids.** Sealed bids will be submitted to **1) if mailed: Asheboro City Hall, Attn: Trevor Nuttall, City Manager, 146 N. Church Street (USPS or delivery service), Asheboro, NC 27203, 2) if delivered at time of bid opening: Asheboro City Hall, Council Chambers, 146 N. Church Street, Asheboro, NC**, prior to or at the appointed bid opening time. **Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, the name of the project for which the bid is submitted, and the date and time of the bid opening.** If it is questionable that the postal service can deliver your bid prior to the bid opening time, the bid should be hand-delivered. **Telephoned bids, e-mailed bids, or faxed bids cannot be accepted without written approval by the Insight Construction Manager or other authorized representative of the Local Authority.** All bids submitted must be typed or written in ink and signed by the Contractor's designated representative. All bid forms, an itemized bid summary for each unit, and all requested certifications must be submitted; failure to include all forms may result in rejection of a bid. Valid bids are expected from each Contractor. Submission of "courtesy bids" will be grounds for removal from participation in the applicable CDBG programs. Any bid may be withdrawn without prejudice prior to the official bid opening time.

**Bids will be opened on Tuesday, February 3, 2026, at 2:00pm ET, in the Asheboro City Hall Council Chambers, 146 N. Church Street, Asheboro, NC 27203.** Contractors are welcome to be present at bid openings, but attendance is not required. **Bids received after 2:00pm will not be accepted.**

**Award of Contract.** Procurement procedures for federally-funded construction activity carried out during CDBG programs are defined in 44CFR317 through 327 or equivalent federal regulations for CDBG programs. The Local Authority has also adopted a formal procurement policy for CDBG programs and a specific policy for award of construction work contracts. Award of a contract for park construction will be made to that responsible Bidder whose bid, conforming to the invitation for bids, is most advantageous to the Local Authority, price and other factors considered. The Local Authority may, when in its interest, reject any or all bids or waive any informality in bids received.

The Local Authority reserves the right to reject low bids and to rescind bid awards in accordance with its written Contract Award Policy, which considers factors such as programmatic factors beyond the Local Authority's control and a bidder's inability to meet performance standards outlined herein.

The acceptance of the bid and awarding of the contract may be subject to the Local Authority receiving supplemental financing.

### **3. Licensing & Bonding Requirements**

All bidders must hold a valid North Carolina General Contractor's License issued by the North Carolina Licensing Board for General Contractors (NCLBGC) and be appropriately classified for the scope of work included in this Request for Bids. Also, prior to awarding a contract for any repair/restoration work, the Contractor must furnish proof of the required insurance coverage as described in Part B, Section 2: Insurance, below.

The successful bidder will be required to provide the following bonds:

- **Performance Bond** equal to 100% of the contract amount, ensuring completion of the project in accordance with specifications.
- **Payment Bond** equal to 100% of the contract amount, guaranteeing payment to subcontractors, suppliers, and laborers.

All bonds must be executed by a surety company licensed to operate in North Carolina and approved by the Local Authority.

### **4. Scope of Work and Construction Specifications**

The Scope of Work constitutes the basis for the job. No verbal interpretations of the Scope of Work will be made for bidding purposes or during construction without confirmation in writing by the Insight Construction Manager. No changes in the scope of work will be considered valid without a signed Change Order (see Part B, Section 6: Change Orders).

All work to be done shall be pursuant to all applicable codes, regulations, and local policies as they may be interpreted by the Insight Construction Manager and/or the Local Building Inspector.

### **5. Minority/Disadvantaged Business Enterprises**

It is the policy of the Local Authority to take affirmative action to ensure that minority, women-owned, and disadvantaged business enterprises are given full opportunity to participate in federally funded housing programs administered by the Local Authority.

The Local Authority will notify the Historically Underutilized Business (HUB) Coordinator with the NC Division of Purchase and Contract of all solicitations for construction work.

### **6. Employment Requirements**

A portion of the Local Authority's CDBG programs are financed with funds received from the federal government. Consequently, special conditions are established with respect to employment and business opportunities. Successful bidders must agree to abide by the following employment requirements during the performance of any construction work contract:

#### **(a) Conflict of Interest (2 CFR Part 200.318 General procurement standards)**

Interest of Members, Officers, or Employees of the City, Members of Local Governing Body, or Other Public Officials. No member, officer, or employee of the City or its agents, no member of the City's governing body, and no other public official of the City who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, direct or indirect, in this Contract or any subcontracts thereof, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program.

**(b) Nondiscrimination Clause - Section 109, Housing & Community Development Act of 1974**

The Contractor will not discriminate in any manner on the basis of race, color, religion, sex or national origin or other legally protected status with reference to the subject matter of this Contract, no matter how remote. This provision shall be enforced by action for specific performance, injunctive relief, or other remedy provided by law; and this provision shall be construed to such manner as to prevent and eradicate all discrimination based on race, color, religion, sex or national origin.

**(c) Age Discrimination Act of 1975, as amended - Nondiscrimination on the Basis of Age**

The Contractor will not discriminate against any qualified person on the basis of age, nor will the person be excluded from participation, be denied the benefits of, nor otherwise be subjected to discrimination under this Contract which receives or benefits from Federal financial assistance.

**(d) Section 504 of the Rehabilitation Act of 1973, as amended - Nondiscrimination on the Basis of Disability**

The Contractor will not discriminate against any qualified disabled person, nor will the person be excluded from participation in, be denied the benefits of, nor otherwise be subjected to discrimination under this Contract which receives or benefits from Federal financial assistance.

**(e) Access to Records and Record Retainage Clause**

- 1) The Contractor shall maintain the records outlined above for three years after the City has received a Certificate of Completion from the State Grantor Agency in accordance with 24 CFR Section 570.490.
- 2) The City, the Federal and State Grantor Agencies, including the North Carolina Department of the Treasurer, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and the North Carolina Department of Commerce, or any of their duly authorized representatives, shall have access to any books, documents, plans, papers, and records of the Contractor which are directly pertinent to this Contract, for the purpose of making audit, examination, excerpts, and transcriptions in compliance with the above Rule.

**(f) Lobbying Clauses**

Required by Section 1352, Title 31, U. S. Code

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person by the undersigned for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

**(g) Legal Remedies Provision and Termination Provision**

- 1) The Contractor may terminate this Agreement immediately in the event the County fails to make payment of any amount due to the Contractor within sixty (60) days of its due date.
- 2) Either party may terminate this Agreement in the event the other party materially breaches this Agreement or fails to perform in any material respect its obligations hereunder; provided that if a party believes that the other party has materially defaulted under or breached this Agreement (other than a breach of a payment obligation) and desires to terminate this Agreement because of such breach or default, such party (“Aggrieved Party”) shall give written notice of such intent to the breaching party (“Defaulting Party”) and shall grant the Defaulting Party thirty (30) days in which to remedy the cause for termination. During such period, the parties shall make a good-faith effort to assist each other to remedy the breach. If the breach is not remedied or waived by the end of such period, then the Aggrieved Party may terminate this Agreement, effective as of the last day of such period.
- 3) This Agreement may be terminated by one party, if the other party (i) shall be or become insolvent, or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of creditors; (ii) apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of the other party and such appointment shall not be dismissed within thirty (30) days of the date of such appointment; (iii) shall institute any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding related to it under the laws of any jurisdiction; or, any such proceeding shall be instituted (by petition, application or otherwise) against the other party and the same shall not be dismissed within thirty (30) days of the date of its institution; or (iv) shall liquidate, dissolve, terminate or suspend its business operations.
- 4) Either party may voluntarily terminate this Agreement by giving the other party at least sixty (60) days’ advance written notice of such termination.

Upon receipt of a notice of termination from the County, (i) the Contractor shall promptly discontinue all services (unless the notice directs otherwise) and deliver or otherwise make available to the County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process, and (ii) County shall pay Contractor all fees and expenses due for services rendered through the date of termination, and reimburse the Contractor for all costs and expenses relating to commitments made by the Contractor prior to receipt of notice of termination.

**(h) Section 3 Clause**

- 1) The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent

feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- 2) The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- 3) The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 4) The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- 5) The Contractor will certify that any vacant employment positions including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 75.
- 6) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- 7) Section 3 Covered Indian Housing Assistance Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e). (not applicable for this project).

## 7. Davis-Bacon Act Requirements.

Contractors are advised that this project is subject to the **Davis-Bacon Act (DBA)** and all applicable U.S. Department of Labor regulations governing the payment of prevailing wages and fringe benefits. The successful contractor and all subcontractors, regardless of tier, must comply with the following requirements:

- **Prevailing Wage Rates:** Contractors must pay laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the applicable U.S. Department of Labor wage determination included in the bid documents. Bidders are responsible for reviewing the wage determination in full prior to submitting a bid.
- **Certified Payrolls:** Weekly certified payroll reports must be submitted in accordance with federal requirements. Failure to submit accurate and timely payrolls may result in withholding of payments or other enforcement actions.
- **Labor Classifications:** Contractors must ensure that employees are properly classified for the work performed. Any request for additional classifications must follow the Department of Labor's conformance procedures.

- **Flow-Down Requirements:** All subcontract agreements must include the applicable Davis-Bacon provisions. The prime contractor is responsible for ensuring subcontractor compliance.
- **Compliance Monitoring:** The Local Authority and its representatives reserve the right to conduct interviews, request payroll documentation, and perform site inspections to verify compliance with Davis-Bacon requirements.

Failure to comply with Davis-Bacon requirements may result in withholding of contract funds, termination for default, or other remedies permitted by law.

**PART B. GENERAL PROVISIONS GOVERNING CONSTRUCTION**

**1. Preconstruction Conference and Notice to Proceed**

Prior to the start of work, the Local Authority will schedule a Preconstruction Conference with the Contractor. At this meeting, the start date will be established, the sequence of work reviewed, and any special circumstances clarified. Federal and state contract requirements will be discussed.

**Under no circumstances shall a Contractor initiate work on a construction project without receipt (by certified mail or hand delivery) of a formal Notice to Proceed from the Local Authority, or without issuance of proper local building permits specified in Part B, Section 3: Permits and Codes, below.**

**2. Insurance**

The Contractor shall maintain the following insurance and provide certificates of coverage to the Local Authority prior to commencement of work. Failure to maintain required insurance shall constitute grounds for termination of the Contract:

**Workers’ Compensation & Employer Liability Insurance:** The Contractor shall maintain valid Workers’ Compensation coverage for all employees and subcontractors engaged in work at the site, in accordance with Chapter 97 of the North Carolina General Statutes. The Contractor shall maintain Employer’s Liability insurance with minimum limits of \$500,000.00 per occurrence for bodily injury by accident as well as injury by disease.

**Commercial General Liability Insurance:** The Contractor shall carry, and require subcontractors to carry, commercial general liability insurance with minimum limits of \$1,000,000.00 per occurrence for bodily injury, death, and property damage, and \$2,000,000.00 general aggregate. Coverage shall include contractual liability and the use of all equipment including, but not limited to excavating machinery, trenching machines, cranes, hoists, rollers, concrete mixers, and motor vehicles used in the performance of the Contract.

**Automobile Liability Insurance:** The Contractor shall carry, and require subcontractors to carry, commercial automobile liability insurance with a combined single limit of \$1,000,000.00 per occurrence for bodily injury and property damage.

**3. Permits and Codes**

The Contractor is expected to secure all necessary permits and licenses before the start of work if permits are required. **The Contractor should make allowance for permitting costs in his bid,** failure to obtain necessary permits will be grounds for the Insight Construction Manager to delay start of the work, but no time extension for contract completion will be given. In all operations connected with the work covered by these provisions, all federal, state, county, and local ordinances and laws controlling or limiting the actions of those engaged in the work must be respected and strictly complied with.

The Contractor shall not be held responsible for the correction of pre-existing violations of any local or state development regulation or building code not addressed by the scope of work without compensation through execution of a Change Order.

#### **4. General Construction Guidelines**

The Contractor will be expected to carry out the work activities in accordance with standards and time limits as specified in each Contract for Construction Work. If unavoidable delays are encountered, a time Change Order extending the date for completion shall be prepared and executed according to guidelines for Change Orders set forth herein.

Storage of equipment will be permitted only for the duration of the contract and removed prior to job closing.

Any damage resulting from mobilization of equipment shall be corrected by the Contractor prior to job closeout. When adjacent property is affected by any work done by the Contractor, it shall be the responsibility of the Contractor to take whatever steps are necessary to protect the adjacent property.

Subcontractors shall be bound by the terms and conditions of the contract insofar as it applies to their work, but this shall not relieve the Contractor from full responsibility for the proper completion of all work.

#### **5. Default and Termination of Contract**

##### **a) Declaration of Default**

The Local Authority may declare default of contract for breach by the Contractor of any material term or condition of the Contract for Construction Work. Material breach shall include, but shall not be limited to the following:

- 1) Failure to begin work under the contract within the time specified;
- 2) Failure to provide workmen, equipment, or materials adequate to perform the work in accordance with the scope of work and/or Construction Specifications;
- 3) Failure to comply with federal, state, or local regulations/program requirements;
- 4) Refusal to replace defective work;
- 5) Insolvency or bankruptcy; or failure to secure adequate financing to perform the work;
- 6) Failure to make prompt payment to workers, subcontractors, or suppliers;
- 7) Misrepresentation of information included on written contract documents submitted to the local authority;
- 8) Failure to meet workmanship and performance standards as defined in Part B, Section 9: Performance Criteria, below.
- 9) Failure to maintain satisfactory work progress.

**b) Notice of Default and Settlement of Payment Disputes**

The Contractor shall be notified in writing at least ten (10) working days in advance of the intention of the Local Authority to declare a Default of Contract. If the violation is not corrected during this period, or if a written protest outlining the Contractor's position is not received by the Local Authority within ten (10) working days of receipt of the intent of the Insight Construction Manager to declare Default of Contract, the Local Authority shall terminate the Contract for Construction Work.

Should the Local Authority elect to terminate a Contract for Construction Work, partial payment shall be made as follows: The Contractor shall present the Insight Construction Manager with an invoice summarizing labor and materials for work satisfactorily completed. The Insight Construction Manager will review the invoice and recommend payment based on his estimate of work items satisfactorily performed. In no case will the Local Authority make a partial payment after default by a Contractor that exceeds 15% of the Insight Construction Manager's base estimate for partial payment, regardless of invoice documentation by the defaulting Contractor. If no invoice is submitted for partial payment under default, the Local Authority will make partial payment based on the Insight Construction Manager's base estimate for work performed.

Complaints or protests concerning contract termination and partial compensation shall be handled in accordance with Section 10 of the Contract for Construction Work. All other contractual disputes shall be settled according to guidelines set forth in Section 13 of the Contract for Construction Work.

**c) Termination by Contractor**

The Contractor may request time and/or cost change orders as necessary due to unavoidable delays because of inclement weather, materials shortages, or unanticipated structural or site conditions. The Insight Construction Manager will recommend that the contract be terminated on the Contractor's behalf only under the following conditions:

- 1) It is impossible for the Contractor to obtain critical equipment for completion of the contract within a practical time limit; or
- 2) It is impossible for the Contractor to comply with conditions of the contract due to inclement weather or unforeseen site conditions or unanticipated structural conditions, without a major change in contract scope and/or financial reimbursement.

The Local Authority will consider petitions for termination of the contract for the above reasons only upon receiving written documentation from the Contractor. Should the Local Authority elect to terminate a contract on behalf of the Contractor, partial payment shall be made according to guidelines for partial payment under Part B, Section 5(b): Notice of Default and Settlement of Payment Disputes, above.

**d) General Termination and Legal Remedies**

The Contract for Construction Work may also be terminated for additional reasons beyond the control of the Owner as outlined in Section 10 of the Contract. In such case, the Local Authority will provide the Contractor with written notification of termination on behalf of the Owner. Settlement of damages accrued by either party shall be as outlined under Part B, Section 5(b): Notice of Default and Settlement of Payment Disputes, above, and under Sections 10 and 13 of the Contract for Construction Work.

## 6. Change Orders

**No variation in the scope of work shall be made without a duly approved Change Order, regardless of whether or not any cost is involved.** The Change Order will be prepared by the Contractor and the Insight Construction Manager, and then signed by the Contractor and the Local Authority. No work covered by the Change Order shall be done until a written notice to proceed with the Change Order is presented to the Contractor by the Insight Construction Manager.

All change orders will be negotiated directly by the Contractor and the Insight Construction Manager based upon line-item costs included on the actual contractor's bid proposal. The Local Authority will not approve change orders that **exceed 15%** of the Insight Construction Manager's independent estimate. The Local Authority will allow a **maximum 15%** markup on change orders performed directly by subcontractors and will require the Contractor to provide at least two proposals for change orders performed directly by subcontractors.

## 7. Interim Inspections

Authorized local, state, and federal government agency representatives shall have the right to examine and inspect work included in any Construction Work contract financed by the Local Authority and will inform the Local Authority directly of any noncompliance with the terms of the contract. Also, these representatives shall be permitted to examine and inspect all contracts, materials, equipment, payroll, and conditions of employment pertaining to the construction work, including all relevant data and records.

All inspections for permitted work performed by the Local Building Inspector shall be performed as required by the Local Authority. Work performed without the required local permits and inspections will be subject to scrutiny and possible non-acceptance by the Local Authority. **The Insight Construction Manager will provide coordination between the Contractor and the Local Authority, but it is the Contractor's ultimate responsibility to ensure that the necessary interim and final inspections are requested and performed.**

The Insight Construction Manager and the Local Authority will make periodic visits to the job site during construction. The Contractor will be expected to fully cooperate in the conduct of these inspections. If the Contractor is not on the job, he shall designate a responsible person who is regularly on the job to discuss conditions with these authorized representatives.

## 8. Final Inspection and Payment

Final inspections by the Insight Construction Manager and the Local Authority will be made before 100% payment is made to the Contractor. Upon completion of all work and the correction of any deficiencies, full payment shall be authorized to the Contractor.

## 9. Performance Criteria

**General Contracting Standards.** In order for the Local Authority to complete construction activities on an efficient basis, specific performance standards and time limits for contract execution and completion have been outlined in the Local Authority's written contract award policy, which the Contractor may review upon request. Failure of the Contractor to comply with these performance standards and time limits may result in rejection of bids, awards, and/or contract termination. Failure to maintain the performance standards outlined below will result in re-award of current awards to other Contractors and possible exclusion from the active Contractors' list.

The Contractor must have a working record acceptable to the Local Authority, as defined by the performance criteria outlined in this section.

The Contractor must perform warranty work in a timely and conscientious manner. Falsification or alteration of bid and/or contract documents will be grounds for termination of existing work and exclusion from the Local Authority's CDBG programs.

The Contractor must make regular payments to suppliers and subcontractors. The Contractor must ensure that liens are not filed against property included in the project, and that any liens or judgments against him are satisfied such that they do not affect his financial capability to accomplish construction work.

The Contractor will receive written notification from the Local Authority prior to any negative action taken regarding his performance and may appeal the Local Authority's actions in accordance with the written complaint procedure for the appropriate program.

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, fixtures, and services, including transportation services, and shall perform all required work in an efficient and workmanlike manner. The Contractor shall perform all the construction work as described in the Scope of Work and plans, in accordance with the provisions of all the Contract Documents. Development/building permits shall be posted and maintained by the Contractor at the job site at all times for the purposes of viewing by the Local Authority. A copy of the scope of work shall be available at the job site at all times.

The Contractor is responsible for any damages caused by encroachment on adjacent properties or on regulated setback areas. Encroachment damage shall be corrected by the Contractor at no cost to the Owner or the Local Authority.

The Contractor shall exercise due caution in the protection of existing utilities and structures and facilities during the period of construction, unless otherwise indicated in the scope of work. Facilities include all water, gas and sewer lines; lighting, power, cable/satellite TV or telephone conduits and wires; building connections in place; and other surface and subsurface structures or lines. If, in the performance of the work, the Contractor disturbs, disconnects, or damages any of the above, all expenses of whatever nature arising from such disturbance, or in replacing or repair thereof, shall be paid by the Contractor, unless otherwise stated in the contract documents due to special circumstances.

## **10. Contact Information**

All questions concerning the bidding process/scope of work for these programs should be directed to: Kevin Amory,

CDBG Project Manager  
Insight Consulting Group, LLC  
5030 New Centre Drive, Suite A Wilmington, NC 28403  
(910) 392-0060 ext. 118  
E-mail: [kamory@consultinsight.com](mailto:kamory@consultinsight.com)

## **11. Permit Information**

For a list of requirements and costs associated with obtaining a building permit, contact: City of Asheboro Building

Inspections Department  
146 N. Church Street (physical address) Asheboro, NC 27204  
Phone: 336-626-1201  
<https://asheboro.portal.iworq.net/portalhome/asheboro>

## **SCOPE OF WORK/BID PROPOSAL**

Contractor: \_\_\_\_\_



**CITY OF ASHEBORO**

**David & Pauline Jarrell Center City Gardens  
Scope of Work/Bid Proposal**



205 S. Cox Street  
Asheboro, NC 27203

Prepared by:



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<b>City of Asheboro 2020 CDBG-CV Program</b>	205 S. Cox Street
<b>David &amp; Pauline Jarrell Center City Gardens</b>	Asheboro, NC 27203

**NOTE:** There will be an opportunity to walk the project site during the pre-bid meeting.

**DATE:** January 20, 2026, at 2:00 PM

A representative from the City of Asheboro and Insight Consulting Group will be onsite to answer questions.

**GENERAL SCOPE OF PROJECT:**

Construct the David & Pauline Jarrell Center City Gardens in accordance with the attached construction drawings which include the details and specifications necessary to construct the work.

**BASE BID:**

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

Please provide **unit prices and corresponding extensions (total line item amounts)** for the following work items. **Both the Unit Price and Total Price are required** for each line item.

<b>Unit Price 1:</b>	Undercut unsuitable soil, dispose offsite, & backfill with offsite suitable soil	
100 CY	Unit Price: \$	Total \$
<b>Unit Price 2:</b>	Undercut unsuitable soil, dispose offsite, & backfill with 57 Stone	
100 CY	Unit Price: \$	Total \$
<b>Unit Price 3:</b>	Trench undercut, dispose offsite and backfill with 57 Stone	
100 CY	Unit Price: \$	Total \$
<b>Unit Price 4:</b>	Provide, place, and compact ABC Stone	
20 TN	Unit Price: \$	Total \$
<b>Unit Price 5:</b>	Provide, place, and compact suitable fill	
20 CY	Unit Price: \$	Total \$
<b>Unit Price 6:</b>	Provide and place suitable topsoil	
20 CY	Unit Price: \$	Total \$

**TOTAL BID (BASE BID AND ALL UNIT PRICE TOTALS):**

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

The undersigned hereby declares that he has carefully examined the Scope of Work and Instructions to Bidders, and will provide all materials and equipment and perform all work in accordance with the construction requirements under them.

**PERIOD OF PERFORMANCE:**

The total duration for completing the work shall be measured in calendar days, inclusive of the average number of rainy days over the past five years, inspections, punch lists, and other required activities. In the event of excessive rain days or unforeseeable delays beyond the contractor’s control, appropriate time extensions will be granted. Failure to complete the work within the specified timeframe, including any approved extensions, will result in liquidated damages of \$250 per calendar day beyond the completion deadline.

	<b>Duration required to complete project following NTP (in days)</b>
David & Pauline Jarrell Center City Gardens – 205 S. Cox Street	

**BIDDER’S CERTIFICATION AND ACKNOWLEDGEMENTS:**

It is certified that this proposal is made in good faith and without collusion or connection with any other person bidding on the same work, and that no official or any employee of the City will be admitted to any share or part of the contract or any benefit that may arise therefrom if the contract is awarded to this company.

It is distinctly understood that the City of Asheboro reserves the right to reject any and all bids or to waive any and all informalities therein should it deem it to be in the best interest of the City, as outlined in the City’s contract award policy.

If this bid is not accepted with a formal contract award within 30 days after the public opening, it shall be deemed rejected.

The undersigned bidder guarantees the bid quoted herein against any increase for 120 days following the bid opening and agrees to execute a construction contract within 120 days following the public opening. If contract is not executed within 120 days following the public opening, the awards may be rescinded.

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Name and Title of Authorized Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Date

**BIDDER QUALIFICATIONS & REQUIRED INFORMATION:**

**A. COMPANY INFORMATION**

Company Name \_\_\_\_\_

Federal ID # \_\_\_\_\_

Name of Principal \_\_\_\_\_

Mailing Address \_\_\_\_\_

Business Phone \_\_\_\_\_

Email Address \_\_\_\_\_

NC GC License # \_\_\_\_\_

**B. LIST THREE (3) REFERENCES FOR PROJECTS OF SIMILAR SIZE AND COMPLEXITY:**

1. Name \_\_\_\_\_ Telephone \_\_\_\_\_  
Address \_\_\_\_\_

2. Name \_\_\_\_\_ Telephone \_\_\_\_\_  
Address \_\_\_\_\_

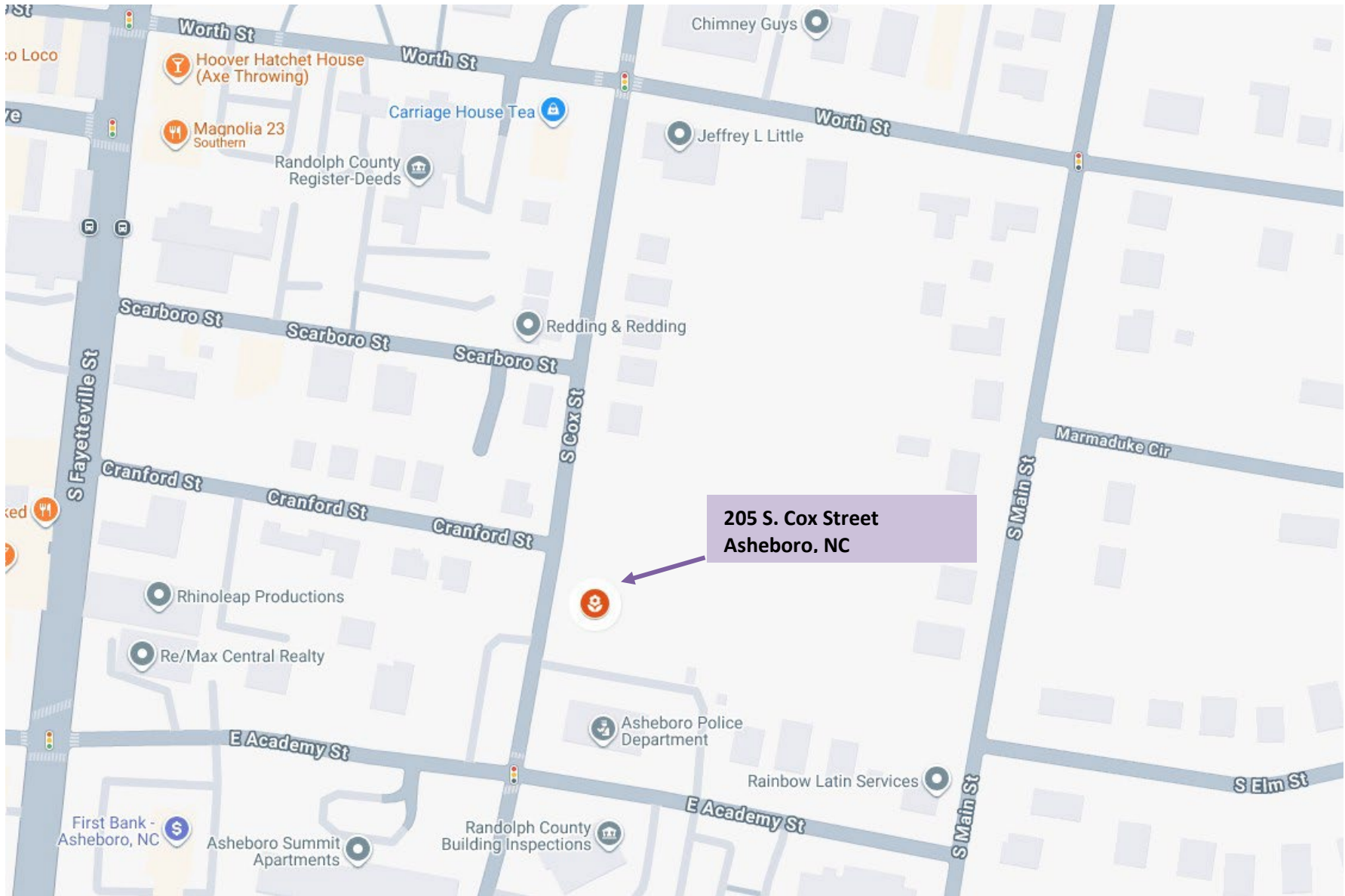
3. Name \_\_\_\_\_ Telephone \_\_\_\_\_  
Address \_\_\_\_\_

**C. SUBMIT A CERTIFICATE OF INSURANCE**

The bidder shall provide proof of worker's compensation & employer's liability, general liability, and automobile liability insurance coverage as part of their bid. Please refer to page 7 for details on the City's insurance requirements.

**PROJECT MAP**

**PROJECT MAP**



**DAVIS BACON WAGE DETERMINATION**

"General Decision Number: NC20250088 12/12/2025

Superseded General Decision Number: NC20240088

State: North Carolina

Construction Type: Highway

Counties: Alamance, Anson, Cabarrus, Chatham, Davie, Durham, Forsyth, Gaston, Guilford, Mecklenburg, Orange, Person, Randolph, Rockingham, Stokes, Union and Yadkin Counties in North Carolina.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	01/03/2025
1	12/12/2025

SUNC2014-003 11/14/2014

	Rates	Fringes
BLASTER.....	\$ 18.64	
CARPENTER. ....	\$ 13.68	.05
CEMENT MASON/CONCRETE FINISHER...\$	13.93	
ELECTRICIAN		
Electrician.....	\$ 18.79	2.72
Telecommunications Technician.....	\$ 15.19	1.25
IRONWORKER.....	\$ 13.30	
LABORER		
Asphalt Raker and Spreader..\$	12.78	
Asphalt Screed/Jackman.....	\$ 14.50	
Carpenter Tender.....	\$ 12.51	.27
Cement Mason/Concrete Finisher Tender.....	\$ 11.04	
Common or General.....	\$ 10.40	.01
Guardrail/Fence Installer...\$	13.22	
Pipelayer.....	\$ 12.43	
Traffic Signal/Lighting Installer.....	\$ 15.65	.24
PAINTER		
Bridge.....	\$ 23.77	
POWER EQUIPMENT OPERATOR		
Asphalt Broom Tractor.....	\$ 10.00	
Bulldozer Fine.....	\$ 16.13	
Bulldozer Rough.....	\$ 14.36	
Concrete Grinder/Groover.....	\$ 17.92	
Crane Boom Trucks.....	\$ 18.19	
Crane Other.....	\$ 19.83	

Crane Rough/All-Terrain.....	\$ 19.10
Drill Operator Rock.....	\$ 14.28
Drill Operator Structure....	\$ 20.89
Excavator Fine.....	\$ 16.95
Excavator Rough.....	\$ 13.63
Grader/Blade Fine.....	\$ 19.84
Grader/Blade Rough.....	\$ 15.47
Loader 2 Cubic Yards or Less.....	\$ 13.31
Loader Greater Than 2 Cubic Yards.....	\$ 16.19
Material Transfer Vehicle (Shuttle Buggy).....	\$ 15.44
Mechanic.....	\$ 17.51
Milling Machine.....	\$ 15.22
Off-Road Hauler/Water Tanker.....	\$ 11.83
Oiler/Greaser.....	\$ 14.16
Pavement Marking Equipment..	\$ 12.05
Paver Asphalt.....	\$ 15.97
Paver Concrete.....	\$ 18.20
Roller Asphalt Breakdown.....	\$ 12.79
Roller Asphalt Finish.....	\$ 13.76
Roller Other.....	\$ 12.08
Scraper Finish.....	\$ 12.65
Scraper Rough.....	\$ 11.50
Slip Form Machine.....	\$ 19.60
Tack Truck/Distributor Operator.....	\$ 14.82

TRUCK DRIVER

GVWR of 26,000 or Less.....	\$ 11.45	
GVWR of 26,001 Lbs or Greater.....	\$ 13.57	.03

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the

Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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#### WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

by mail to:

Branch of Construction Wage Determinations Wage and Hour  
Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W. Washington, DC  
20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W. Washington, DC  
20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W. Washington, DC  
20210.

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END OF GENERAL DECISION"