



Morrisville

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INFORMAL REQUEST FOR BIDS

Sidewalk Cutting Contract FY26

Qualified organizations are invited to respond to the Request for Proposals (RFP) entitled:

“Sidewalk Cutting Contract FY26”

Submittals must be received **April 7, 2026, no later than 3:00 p.m. (Eastern Standard Time)** and should be sent in digital PDF format to:

bids@morrisvillenc.gov

DATE ISSUED

March 25, 2026

QUESTION DUE DATE

March 30, 2026, at 2:00 PM EST

DUE DATE

April 7th, 2026, at 3:00 PM EST

I. Introduction

The Town of Morrisville, NC (hereinafter referred to as the “Town”) is soliciting proposals from qualified vendors for the purpose as described below:

- Sidewalk Cutting Contract FY26- This project includes evaluation of repair areas, horizontal cutting of sidewalk panels using dust collection procedures, and data collection.

II. Background

The Town of Morrisville is in Wake County, equal distance from Raleigh and Durham. The Town has an estimated population of 31,300 and is growing. Development in the Town consists of a variety of residential, commercial, industrial, and mixed-use Developments. With a population of just 1,022 in 1990, much of Morrisville’s development has occurred in the last 25 years.

III. Scope of Work

The Contractor shall provide all materials, equipment, labor and supervision for concrete cutting, trip hazard removal, maintenance, repair, and all other associated services. Work shall be performed at various locations in the Town of Morrisville.

The Town will release work by providing Contractor with a list of locations that need to be addressed, at which time the Contractor is to deploy, measure and address the identified items. These areas will be confirmed and overseen by a Town representative as part of the performance of work. The services shall include, but are not limited to:

- Upon request from the Town, evaluate the areas designated to classify the number and location of trip hazards according to the Town’s specification; typically, these hazard classes are:
 - LEAST SEVERE = .25 to .5inches
 - SEVERE = .5 to 1inch
 - MOST SEVERE = 1 to 2.5inches
- Eliminate Trip Hazards (Vertical Height Displacements)
 - Repair all sidewalk trip hazards from 1/4" to 2.5" in height in the designated work areas. Hazards will be completely removed using horizontal cutting from one end of the raised sidewalk joint to the other where applicable (edge-to-edge), including flush to an abutting obstacle such as a retaining wall leaving a zero point of differential between and without causing damage to adjacent sidewalks panels.
 - No type of "fill" material that deteriorates or breaks apart over time will be used for mitigation of trip hazards (i.e. asphalt, concrete, polymers, etc.). Slab replacement, slab jacking and grinding shall not be acceptable alternatives.
 - No heavy equipment such as tractors, skid steer loaders, backhoes, etc. shall be used.

- Water-cooling is not allowed as it creates slurry contaminants that reach catch basins.
- No damage will be caused to landscaping, retaining walls, curbs, sprinkler heads, utility covers, or other objects adjacent to sidewalks. If damage is caused to the above, the Contractor will notify the Town immediately and the Contractor will repair the damages at the Contractor's expense within 48 hours of the time the damage occurred.
- A dust containment system that minimizes dust and prevents debris run-off into storm drains will be employed by OSHA guidelines.
- All debris will be immediately and completely cleaned up after each hazard is repaired.
- Hazard repairs will be free of ridges or grooves that could hold water and prevent drainage of rain or irrigation.
- The slope of all repairs will be at an ADA compliant slope of 1:12, or precisely as specified by the Town.
- Repaired surfaces will have a coefficient of friction that exceeds OSHA slip resistance standards subject to verification by Town engineer/inspector. Refer to OSHA handbook for standards.
- Submit daily, weekly, or periodic summary of itemized hazards evaluated and repaired via email to the Project Coordinator. The summary shall be reported in inch feet; an inch foot is equal to the average height of a hazard, multiplied by the width of the hazard.
 - Example:
 - If a raised sidewalk panel has a height differential on one side of 1" and tapered to 0" on the other side of a full 4-foot width sidewalk, it would be calculated as follows:
 - $((1" + 0) / 2) \times 4' = 2\text{-inch feet}$
 - 2-inch feet x Price per Inch Foot = Price per repair.
 - The submitted summary will include, but is not limited to:
 - Physical location (address) of each repair [latitude /longitude reading if possible],
 - Before and after pictures of each repair for inspection and audit purposes,
 - After picture will include slope verification,
 - Itemized cost for each repaired hazard,
 - the specific hazard height --both the high side and the low side measurement in 8ths of an inch,
 - Total width of the actual repair in feet or inches,
 - The "inch foot" calculation for the repaired surface area,
 - Square feet repaired.
 - From Contractor data and invoicing, the Town should be able to compile the following data for internal use: the cumulative linear feet, square feet, and height of completed repairs, the total cost per each repair, the average cost per repair, the slope of each repair, the average cost per square foot, project budget status, and daily totals from each day of trip hazard removal operations.

IV. Requirements

- Contractor will have 60 days to complete all work associated with this contract.
- Contractor must have a N.C. general contractor license.
- Contractor must provide a Safety Plan and safe work zone while performing work on sidewalks (cones, signs, etc.). This will be requested at same time as contract paperwork and insurance.
- The successful bidder will be required to show proof of insurance as outlined in the General Insurance Requirements below. The Town must be named as additional insured. Work shall not begin until this provision has been satisfied and a Purchase Order issued.
- The cost proposals shall be submitted on the form contained in “Appendix B.” Bids should be submitted as a unit price for all aspects of the projects. The Town anticipates a not to exceed budget of \$50,000.
- Contractor agrees that pricing shall be good for 90 days from the date of the submittal.
- The Town of Morrisville encourages submissions from Historically Underutilized Businesses (HUBs).

V. Coordination with Town Staff

The Streets Maintenance Supervisor will be responsible for managing the project and overseeing the selected consultant’s contract. The Streets Maintenance Supervisor will be involved throughout the project in a variety of capacities. Frequent coordination with the Streets Maintenance Supervisor is anticipated.

VI. Questions and Clarifications

Questions related to this RFP should be sent to bids@morrisvillenc.gov no later than the date listed above.

VII. Deadline and Submittal Details

No submittals will be accepted after the date listed on the cover page. Submittals should be in PDF format, sent to bids@morrisvillenc.gov

VIII. Disclaimers

1. The Town of Morrisville reserves the right to reject any responses to this RFP that do not meet the selection criteria, to waive minor irregularities, and to conduct discussions with any or all respondents. The Town accepts no financial responsibility for any costs or expenses incurred by any entity in responding to this RFP. All submissions may be kept by the Town and may be disclosed to third parties at the Town’s discretion.

2. All proposal packages and materials submitted hereunder become the exclusive property of the Town of Morrisville.
3. Firms submitting proposals shall have no association with elected officials or appointed officials that could be considered a conflict of interest. Any such relationship will subject the firm to immediate disqualification in consideration for this project. A selection committee of Town staff will evaluate the submittals and may elect to select the most qualified firm based on the responses as submitted or elect to conduct interviews prior to recommending a firm.
4. No submittal will be accepted from, nor will a contract be awarded to, any respondent who is arrears to the Town upon any debt or contract, or who is in default, as surety or otherwise, upon any obligation to the Town, or is deemed to be irresponsible or unreliable by the Town.
5. The selected firm must have an adequate accounting system to identify costs chargeable to the project.
6. Royalties and Patents:
The Contractor shall pay all royalties and patent fees. They shall defend all suits or claims for infringement of any patent rights and shall save the Town harmless from loss on account thereof, except that the Town shall be responsible for such loss when a particular process or the product of a particular manufacturer(s) is specified, but if the Contractor has information that the process or article specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Town Designee.
7. If you have received this solicitation from a source other than the Town of Morrisville, it is the respondent's responsibility to ensure that all addenda have been received. For the most current information, please visit <https://www.morrisvillenc.gov/Our-Community/Business-Development/Bid-and-Proposal-Opportunities>

APPENDIX A

General Terms and Conditions

The selected firm will be notified by the Town and will enter into a contract with the Town of Morrisville. This Appendix outlines some of the general terms and conditions in the Town's standard professional services agreement that will serve as a basis for any contract with the selected Contractor. Contract will be written for one year with the option to renew it for two additional years.

1. Suspension of Work

The Town may notify the Contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as the Town may determine to be appropriate for the convenience of the Town of Morrisville, or for noncompliance with the contract terms.

2. Indemnification and Insurance

a. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the Town of Morrisville, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this contract to the extent resulting from the negligent acts, errors or omissions of the Contractor or sub or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this section, the Contractor shall at its sole expense defend the Town of Morrisville, its agents, officers, and employees with legal counsel reasonably acceptable to the Town. As used in this subsection – "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney's fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the Town that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract.

b. The firm must have the financial ability to undertake the work and assume the liability. The Contractor will be required to furnish proof of insurance coverage, which shall be maintained at all times with minimum limits as follows:

Coverage	Minimum Limits
General Liability	\$1,000,000 per occurrence (\$2,000,000 aggregate)
Automobile Liability	\$1,000,000
Professional Liability (E & O)	\$1,000,000 per occurrence (\$2,000,000 aggregate)
Workers' Compensation	Statutory Limits
Employers' Liability	\$ 500,000

c. The Contractor shall provide the Town with a Certificate of Insurance for review prior to the issuance of any contract. All Certificates of Insurance will require thirty (30) days written notice by the insurer or Contractor's agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, the Contractor shall provide the Town with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the Contractor to provide such notice, the Contractor assumes sole responsibility for all losses incurred by the Town for which insurance would have provided coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be renewed by the Contractor for each subsequent renewal period of the contract.

d. The Town shall be named as an additional insured and the statement should read, "Town of Morrisville is to be added as an additional insured as evidenced by an endorsement attached to this certificate." Only "A" rated insurance companies will be acceptable to the Town.

3. EEO Provisions.

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age or handicap. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these provisions.
- b. The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age or handicap.
- c. The Contractor shall send a copy of the EEO provision to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding.
- d. In the event of the Contractor's noncompliance with these EEO provisions, the Town may cancel, terminate or suspend this contract, whole or in part, and the Town may declare the Contractor ineligible for further Town contracts.
- e. Unless exempted by the Town Council, the Contractor shall include these EEO provisions in every purchase order for goods to be used in performing this contract and in every subcontract related to this contract so that these EEO provisions will be binding upon such sub-Contractors and vendors.

4. Non-Discrimination Provision

The Town of Morrisville opposes discrimination on the basis of race and sex and urges all of its Contractors to provide a fair opportunity for minorities and women to participate in their workforce as sub-Contractors and vendors under Town contracts.

5. Force Majeure

a. The Contractor shall not be excused from performance under this Agreement by virtue of force majeure events. The Contractor shall take sufficient measures to ensure that force majeure events (including but not limited to fire, flood, earthquake, hurricane, elements of nature, strikes, labor disputes, etc.) do not result in any failure or delay in the performance of the Contractor's obligations pursuant to this Agreement. Failure to comply with this provision will constitute a default under the contract and grounds for immediate termination.

b. Under the occurrence of a force majeure event, the Contractor shall immediately notify the Town of Morrisville Planning Department by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the occurrence of a force majeure event and shall describe in reasonable detail the nature of the force majeure event. If any force majeure event prevents the Contractor from performing its obligations for more than two (2) days, the Town shall have the right to terminate the contract by written notice to the Contractor.

6. Materials, Supplies and Equipment.

a. The Contractor shall furnish all materials, labor, equipment and supplies necessary to perform all services outlined in the contract.

b. Upon completion of the project, the Contractor shall deliver to the Town of Morrisville reproducible copies of any text, database information, survey information, graphic materials, reports, drawing, plans, files and/or any other documents or materials pertaining to this contract. The Contractor shall also make available any calculations pertaining to this contract and provide copies of specific calculations upon request to the Town. No reports, information, or materials prepared by the Contractor under this contract shall be made available to any person or organization without the prior written approval of the Town of Morrisville.

7. Payment

The Contractor will forward an electronic invoice quarterly for materials acquired or services performed to Michael Kowalski at mkowalski@morrisvillenc.gov.

8. Prohibited Contract Terms

In no event shall there be any of the following unless the Town's express prior written agreement is obtained: (i) any limitation on, or disclaimer of, implied or express warranties of the liability of the Contractor; (ii) any limitation on damages, including a limitation on consequential damages; (iii) any requirement for arbitration or for mandatory mediation; (iv) any requirement that Town officials or employees keep information confidential or any requirement that records be kept confidential by the Town, unless the requirement for confidentiality meets the requirements of the Public Records Law.

9. Conflict of Interest Statement

a. It is the policy of the Town of Morrisville that the conduct of officers, directors, project managers, and all other persons acting as its representatives should always be in the best interests of the Town, its members and the general public. In performing their duties, Town representatives should not be influenced by a desire for personal gain. Conflict of interest is defined as a situation in which professional judgment or behavior concerning a primary interest (in this case the integrity of Town) has been improperly influenced by a different interest (such as for financial gain). The prompt disclosure of possible conflicts of interest or of those situations where such a perception could reasonably be anticipated to arise helps to avoid injury to an agreed upon primary interest.

b. Firm(s) selected for these advertised services shall become aware of and comply with state laws related to gifts and favors, conflicts of interest and the like, including N.C.G.S. 14-234, N.C.G.S 133-1, and N.C.G.S. 133-2.

c. Firm(s) selected for Planning and Design Services by the Town will be required to disclose any conflicts of interest for a period equal to 18 months prior to the submission of the proposal package to the Town.

d. If the Contractor does not disclose a conflict of interest and a conflict of interest is determined by the Town of Morrisville to exist at a later time, the Contractor will not be compensated for their prior work and will be required to reimburse the Town of Morrisville for any payments received. The Contractor would be immediately dismissed from the contract.

10. Changes in Personnel

Changes to personnel on project team(s), particularly a project manager, must be avoided wherever possible. The Contractor must request in writing to the Town for all changes to project team members.

11. Permits, Certifications and Licenses

The Contractor shall maintain all permits, certifications or licenses required by the Town of Morrisville or the State of North Carolina in order to provide contract services. The Contractor shall promptly provide proof of certification or licensure upon request of the Town.

12. Safety

The Contractor during the performance of this contract shall:

- a. Be responsible for the provision of competency and safety during all aspects of fulfilling this contract.
- b. Comply with all applicable OSHA standards.
- c. Not expose any Town of Morrisville employee, visitor or the general public to any unnecessary unsafe condition.
- d. Be responsible for providing all necessary safety and personal protective equipment and insuring its use by their employees.
- e. Report all injuries sustained on Town property by employees or the general public to the Project Manager or his/her designee.
- f. Be responsible for the safe operation and associated maintenance of equipment.

Bid Form - Sidewalk Cutting Contract FY26

BYRD ANTI-LOBBYING CERTIFICATION

The undersigned certifies to the best of his/her knowledge and belief that:

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, including 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 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 of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification 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 \$11,000 and not more than \$110,000 for each such failure.

Please check the appropriate box:

No non-federal funds have been used or are planned to be used for lobbying in connection with this application/award/contract.

or

Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of non-federal funds for lobbying in connection with this application/award/contract.

Executed this _____ day of _____, 20_____

By:

(Type or Print Name) (Title of Executing Official)

(Signature of Executing Official) (Name of Organization/Applicant)

Bid Form - Sidewalk Cutting Contract FY26

CONFLICT OF INTEREST

The undersigned certifies that:

1. The bidder, to the best of their knowledge, is unaware of any conflict of interest with respect to any Town employees, officers, or agents, or their immediate family, or spouse, having any interest, financially or personally, with respect to the bidder.

2. If the bidder believes there is a conflict of interest as described above, the bidder shall disclose below any real or perceived conflict of interest: _____

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

Executed this _____ day of _____, 20_____

By:

(Type or Print Name) (Title of Executing Official)

(Signature of Executing Official) (Name of Organization/Applicant)

APPENDIX B

Bid Form – Sidewalk Cutting Contract FY26

Additional Quantities: The Town reserves the right to add additional quantities up to a maximum 100% of the original contract. If Contractor agrees to said additional work, payment for such will be based on the unit prices submitted in the original bid, and if the contract is extended additional years, under any inflationary price increases. All additions to this Contract will be subject to all the terms and conditions of this Contract.

Bidder Name: _____

The undersigned bidder affirms and declares that he/she has carefully examined the Specifications which are acknowledged to be a part of this proposal and agrees to provide all labor, materials, equipment, supervision, insurance, permits, as well as abide by all local, state, and federal codes, rules, laws, regulations, ordinances and N.C.D.O.T. Standard Specifications for Roads and Structures applicable to install concrete sidewalks.

Contract Pricing: Contractor should anticipate completing all work before June 1, 2026. A survey of deficiencies was recently completed. This information will be provided to the contractor for the areas to be addressed. The contractor will be responsible for repairing the identified deficiencies and any other trip hazards found that can be repaired under the specifications of this contract. This contract will not provide any infill sidewalk projects, as its focus is on ADA Improvements (no mats), Horizontal Concrete Cutting and Trip Hazard Removal Services. The contract amount is anticipated to be set at \$50,000

Item	Description	Unit Price
1	Price per removed inch foot, for sidewalk repairs at 1:12 slope	\$
2	Price per linear foot to remove differential between sidewalk panels and curb (includes restoring bevel to the curb)	\$

No separate mobilization charges. Loading and unloading equipment is included in the unit prices above.

There will be no additional charges or fees associated with these services – unit prices are inclusive of all vendor costs. Cost escalations by concrete suppliers (if any) will be addressed as needed with proof of supplier invoices.

The undersigned certifies that they have read and understood all the bid documents provided, the specifications, and agree to the terms and conditions stated herein. The undersigned further certifies that this proposal is made in good faith and without collusion or in connection with any other person bidding on the same work, nor will any official or employee of the Town of Morrisville be admitted to any share or part of this contract should an award be made to the undersigned.

All bidders MUST submit with their bid the enclosed Non-Collusion Affidavit of Prime Bidder. This bid must be signed by a responsible official of the bidding organization.

Date

Authorized Signature (required) Company

Typed or Print Name and Title

Street Mailing Address

City, State, Zip Code

Email Address

Telephone Number

N.C. General Contractor License No.