



**City of Wilson
Wilson, North Carolina**

**Mill and Resurface Various Roads in
the City of Wilson**

Bid #2022-29

Due Date and Time: 10/13/2022 @ 2:00 pm

Location: Operations Center Conference Room

Sealed proposals endorsed "**Mill and Resurface Various Roads in the City of Wilson**" to be furnished to the City of Wilson, Wilson, North Carolina, will be received by the City of Wilson Public Works Director, until **2:00 P.M., Thursday, October 13, 2022.**

Bidders may hand deliver bid packages to the Operations Center, or if preferred, UPS and FedEx make daily deliveries to our office. If using any other delivery method, please allow ample time for delivery.

Hand Deliver: City of Wilson
1800 Herring Ave. E
Wilson, NC. 27893

Mail: City of Wilson (Public Works)
PO Box 10
Wilson, NC. 27894-0010

IT IS THE BIDDERS RESPONSIBILITY TO INSURE THAT BID PACKAGES ARE DELIVERED TO THE PUBLIC WORKS OFFICE BY THE DUE DATE AND TIME.

Specifications may be obtained from the office of the Public Works Director, Operations Center or Purchasing Department, 1800 Herring Ave., Wilson, North Carolina 27893 or e-mail bbass@wilsonnc.org

All qualified proposals / bids will be evaluated and award made to firm(s) whose proposal / bid is deemed to be in the best interest of the City of Wilson, all factors considered. The City of Wilson reserves the unqualified right to reject any and all offers if determined in its best interest. **BID BOND REQUIRED with submission** - Bid bond shall be enclosed in a separate sealed envelope with "Bid Bond" printed on the envelope.

CITY OF WILSON

PUBLIC WORKS

PROPOSAL

DATE AND TIME OF BID OPENING: **October 13, 2022 AT 2:00 PM**

LOCATION: OPERATIONS CENTER (Conference Room)
1800 HERRING AVE E.
WILSON, NC. 27893

TYPE OF WORK: **Mill and Resurface Various Roads in
the City of Wilson**

LOCATION: **Various Routes**



NOTICE:

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

NAME OF BIDDER

ADDRESS OF BIDDER

BIDDER'S N.C. CONTRACTOR'S LICENSE NUMBER

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SCOPE OF CONTRACT

The scope of this contract is to perform the type work listed for various roads in Wilson, see list below.

Street	From	To	Total Sq. Yd	Tons
Briggs	Goldsboro St	Dead End	6,529	539
Railroad	Barnes	Dead End	2,418	199
Emory	Tarboro	Libby	809	67
Bynwood Dr	Bishop Forbes	Dead End	3,964	327
Tobacco	US301	Lincoln	3,720	307
Lane	US301	US301	4,189	346
Singletary	US301	Stantonsburg	2,022	167
Yukon	US301	Dead End	3,911	323
Purina Cir	US301	Miller Rd	7,467	616
Maury St	Cemetery	Stephenson	800	66
Snowden Dr.	Bishop Forbes	Stantonsburg	7,964	657
Forest Hills Loop	US301	US301	11,020	909
Park Ave	Hines St	Forrest	10,477	864
Kenan	Jackson	Raleigh Rd	8,664	715
Pender	Hines St	Goldsboro	18,100	1,493
Waverly	Chelsea	Cul-de-sac	8,203	677
Cambridge	Chelsea	Waverly	4,267	352
Pitman	Nash	Canal	5,301	437
Linden	Canal	Cul-de-sac	1,163	96
Shadow Ridge	Tilghman	Dead End	9,778	807
Knollwood	Parkside	Cardinal	10,596	874
Barkley	Ridge	Lancaster	3,556	293
Lancaster	Summerfield	Joint at New	11,556	953
Greenwich	Canterbury	Sulgrave	3,111	257
Quail	Canal	Sulgrave	1,902	157
Scythia	Ward	Garner	2,354	194
Charles	Herring	Toisnot	1,878	155
Sallie B Howard	Herring Ave	Dead End	2,990	247
Oak Ave	Gold St	Vance	2,672	220
Hill St	Lee St	Green St	1,540	127
Kincaid	Grove	Nash	4,333	357
Parkview	Tarboro	Park Ave	1,991	164
Dewey	Tarboro	Aycock	7,800	644
Arrington	Ward	Denby	4,044	334
Third	Thurston	Forrest Rd	2,716	224
Newtown Ave	Nash	Bell	1,733	143
Hampton	Buckingham	Dead End	982	81
Hampton	Buckingham	Cul-de-sac	1,059	87

Note: This list is subject to be changed as approved by the Public Works Director.

All work and materials shall be in accordance with the provisions of the City of Wilson's Manual of Specifications Standards and Design.

The contractor shall keep themselves fully informed of all Federal, State, and local laws, ordinances, and regulations.

CONTRACT TIME & LIQUIDATED DAMAGE

The date of availability for this contract is upon notification by the Public Works Director on or about April 1, 2023. The contractor may begin work prior to this date upon approval from the Engineer or his duly authorized representative. If such approval is given, and the Contractor begins work prior to the date of availability, the City of Wilson will assume no responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date.

No work will be permitted under this contract until all required insurance certifications have been satisfied. The completion date of this contract is November 30, 2023.

Liquidated damages for this contract are Five Hundred Dollars (\$500.00) per calendar day.

MOBILIZATION

Mobilization should not exceed 5% of the total bid.

Pay Item	Pay Unit
Mobilization	Lump Sum

WORK RESTRICTIONS – HOLIDAYS AND HOLIDAY WEEKENDS

The Contractor shall not narrow or close a lane of traffic on any of the above mentioned roads, detain and/or alter the traffic flow on or during holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

1. For unexpected occurrences that create unusually high traffic volumes, as directed by the Engineer.

PROSECUTION OF WORK

The Contractor will be required to prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance of the project.

The Contractor will not be permitted to suspend his operation except of reasons beyond his control or except where the Engineer has authorized a suspension of the Contractor's operation in writing.

In the event that the Contractor's operations are suspended in violation of the above provisions, the sum of Five Hundred Dollars (\$500.00) will be charged the Contractor for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages due to extra engineering and maintenance costs and due to increased public hazard resulting from a suspension of work.

Liquidated damages chargeable due to suspension of the work will be additional to any liquidated damages that may become chargeable due to complete the work on time.

RETAINAGE

For the term of the initial agreement and any contract extension the contractor agrees to invoice the contracting agency (City of Wilson) in the amount of ten (10) percent less than the agreed amount of the contract. This amount will not be deducted for extra work in the contract and will be refunded without interest, pending the project site review, by the City of Wilson or six (6) months after completion of work. In case of default this amount will be used to obtain these services from another source.

PRECONSTRUCTION CONFERENCE

Immediately after receipt of notice of award, the Public Works Director and the Contractor will establish a mutually agreeable date on which the preconstruction conference will be held. The Contractor's superintendent and other individuals representing the Contractor who are knowledgeable of the Contractor's proposed progress schedule or who will be in charge of major items of work shall attend the preconstruction conference

NOTIFICATION OF OPERATIONS

The Contractor shall notify the Engineer 48 hours in advance of beginning work on this project. The Contractor shall give the Engineer sufficient notice of all operations for any sampling, inspection or acceptance testing required.

SAFETY VESTS

All Contractors' personnel, all subcontractors and their personnel, and any material suppliers and their personnel must wear an OSHA approved reflective vest or outer garment at all times while on the project.

TRAFFIC CONTROL AND WORK ZONE SAFETY

The Contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with these project guidelines, North Carolina Department of Transportation Standard Specifications for Roads and Structures and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity. The Contractor is required to leave the project in a manner that will be safe to the traveling public and will not impede motorists.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work.

No direct payment will be made for traffic control items.

WORK ZONE SIGNING

Install and maintain signing in accordance with Sections 1100 & 1200 of the North Carolina Department of Transportation January 2018 Standard Specifications for Roads and Structures, the North Carolina Department of Transportation January 2018 Highway Design Branch Roadway Standard Drawings and the following provisions:

Furnish, install, maintain, and remove work zone signs and any required lane closure signing.

Install any required lane closure signing needed during the life of the project (see North Carolina Department of Transportation January 2018 Highway Design Branch Roadway Standard Drawings Nos. 1101.02, 1101.11 and 1110.02).

No direct payment will be made for work zone signing.

All work zone

signs may be portable.

POSTED WEIGHT LIMITS

The Contractor's attention is directed to the fact that many primary and secondary roads and bridges are posted with weight limits less than the legal limit. The contractor will not be allowed to exceed the posted weight limits in transporting materials or equipment to the project. The Contractor should make a thorough examination of all maps and haul routes on this project.

DRIVEWAYS AND PRIVATE PROPERTY

The Contractor shall maintain access to driveways for all residents and property owners throughout the life of the project. The Contractor shall not perform work for private citizens or agencies in conjunction with this project or within the project limits of this contract.

UTILITY CONFLICTS

Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the owner of the utility immediately and shall cooperate in the restoration of service in the shortest time possible.

The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of construction personnel and the public.

MISCELLANEOUS

All work items necessary to complete the work other than listed on the "Bid Form" will be considered incidental in nature and no further compensation will be made. Any work performed in an unsatisfactory manner could be basis for nonpayment.

Any damage caused by the Contractor shall be repaired or replaced by the Contractor to the satisfaction of the Engineer at no cost to the City of Wilson.

All work performed by the Contractor shall be in accordance with the Standard Specifications and workmanship/appearance done to the satisfaction of the Engineer.

OVERRUNS AND UNDERRUNS OF CONTRACT QUANTITIES

Refer to NCDOT Article 104-5 of the Standard Specifications for Roads and Structures.

COORDINATION

- A. Coordinate manhole and valve box adjusting with the Public Works Director or designated representative as it relates to resurfacing. All risers for adjustment will be provided by the city. The contractor shall coordinate pick up of needed material with the city representative. No additional payment will be made for riser installation.
- B. All new paved areas shall have positive drainage to eliminate ponding. Where new paved areas join existing; measures shall be taken to incorporate positive drainage to eliminate ponding.

PAVEMENT PROFILING - MILLING

The work included under this contract item shall consist of the removal of existing bituminous surfaces of in-place pavements within this contract, to produce the desired profile, cross-section, and surface conditions as specified by the Public Works Director. All removed material shall become the property of the Contractor.

The Contractor shall plan and prosecute a schedule of operations so that milled roadways will be overlaid with bituminous concrete asphalt as soon as possible, and, in no instance, shall the time lapse exceed 4 days after the milling operations, unless otherwise specified. The milled areas of the roadway shall be kept free of irregularities and obstructions that may create a hazard or annoyance to traffic in accordance with the requirements of NCDOT Standard Specifications for Roads and Structures, Section 607, Milling Asphalt Pavement, latest revision.

The Contractor shall plan and prosecute the milling operation to avoid trapping of water on the roadway. At the discretion of the Public Works Director, cutting drainage slots in roadway shoulders or inlets may be required, at no additional costs. The Contractor shall also restore the cut drainage slots and any damage due to weather or traffic afterwards at no additional cost to the City.

The Contractor Shall mill around utility structures as close as the milling machine will allow without damaging said utility structure and then use a jackhammer and shovel to remove the remainder of the bituminous material.

Joints at intersections or other locations where new asphalt ties to existing asphalt shall be milled to a minimum depth of 1.5 inches. The transition from 1.5 inches to 0 inches shall be sufficient to provide a smooth transition.

A. The equipment and manpower furnished for this work shall be:

- 1) A cold milling machine capable of cutting at least 2 inches deep and 55 inches wide in flexible pavement while leaving a uniform cut and rideable surface capable of handling traffic prior to placement of a new bituminous overlay.

The ground speed of the machine shall be independent of the cutting equipment. The machine shall maintain a sharp cutting edge at all times. The machine shall have a self-contained water system for control of dust and fine particles. The machine shall be capable of working in wet and dry conditions with temperatures down to 32° F.

- 2) The width of the machine shall be such to allow for one lane of traffic at all times. The machine shall be capable of cutting within 1 inch of manholes, valve box tops and facedown walks with a minimum radius of 5 feet.
- 3) If the machine is not self-loading, then a capable loader shall be furnished for placing the material onto trucks.
- 4) A power broom or equivalent is to be used for cleaning the planed surfaces. Refer to Section 02740 Base Course and Paving Page 02740-13 of The City of Wilson, NC - Manual of Specifications, Standards and Design
- 5) The Contractor shall furnish all hose and water.
- 6) Traffic control and flagman are to be provided by the Contractor.

B. The construction methods shall be as follows:

Where bituminous pavement extends into the existing curb and gutter, the Contractor shall be required to plane at different slopes. The first cuts shall remove the material existing above the gutter line (whether by milling, motor grader, or hand shovel). These cuts will be made at the appropriate gutter slope (1/2":1') for both 24 and 30 inch curb and gutter. Any curb and gutter with a different slope will be planed at the existing curb and gutter slope.

The last cuts shall remove the material to a minimum depth of 1" below the gutter line, or to a depth as specified by the Public Works Director, with a street cross- section slope of 1/4":1' or to slope of existing street.

Where curb and gutter exists but the pavement is at or below the existing gutter line, the pavement will be cut to a depth of the thickness of overlay below the gutter line while adjusting street cross-section to 1/4":1' toward the centerline of the street.

Where existing straight curbing has pavement built up to expose less than 6 inches of curbing, the pavement will be planed down on grade of 1/4":1' or whatever the existing grade of the street back to the street centerline until a desired height of curbing is exposed.

Where center of pavement has correct crown but, pavement has rutting or ripples (possibly caused by vehicular braking), the pavement will be planed to the depth necessary to remove all such defects.

If milling encroaches into base, the area shall be patched the same day

Pay Item	Pay Unit
Milling Asphalt Pavement	SY

PRODUCT DELIVERY, STORAGE AND HANDLING

A. Plant operations shall be in accordance with the applicable sections of Section 610, Asphalt Concrete Plant Mix Pavements of the NCDOT Standard Specifications for Roads and Structures, latest revision.

B. Limitation for producing and placing asphalt mixtures shall comply with Section 610-4, Weather, Temperature, and Seasonal Limitations For Producing and Placing Asphalt Mixtures, of the NCDOT Standard Specifications for Roads and Structures, latest revision.

C. Storage shall be in accordance with Section 610-6, Hot Mix Storage Systems of the NCDOT Standard Specifications for Roads and Structures, latest revision.

D. Hauling and Spreading shall be in accordance with Section 610-7, Hauling of Asphalt Mixture and Section 610-8, Spreading and Finishing of the NCDOT Standard Specifications for Roads and Structures, latest revision.

E. Delivery:

- 1) Hauling equipment shall be loaded in a manner to minimize segregation of the mix.
- 2) Haul trucks must park in a designated area to minimize tracking of tack coats.
- 3) Once loaded, haul trucks shall proceed immediately to the job site.
- 4) Hauling equipment shall have a 3/8 inch to 5/8 inch hole in the bed to provide access for checking asphalt temperature.
- 5) Haul Equipment shall exit the paver in a manner to avoid new asphalt mat adjacent to the lane being paved.

PREPARATION OF SURFACE

Prior to beginning paving operations, the existing areas to be resurfaced shall be thoroughly cleaned by the Contractor to the satisfaction of the Public Works Director or one of his representatives. This cleaning shall include sweeping of the streets with a power operated broom, cutting excess debris with a grader, washing with a water truck, and hand cleaning any debris left over after this operation is complete.

Cleaning operations shall commence just prior to the resurfacing of streets. In addition, the Contractor shall expose any existing paved areas, which have been covered by soil, grass, or debris. These areas shall be thoroughly cleaned, herbicide applied, and tacked before resurfacing. Any excess material left over after this operation shall be removed or spread out to the satisfaction of the City Engineer. No additional payment shall be made for this work.

When the surface of the existing pavement or base is irregular, it shall be brought to a uniform grade and cross as described in The City of Wilson, NC Manual of Specifications Standards And Designs, Part 3, Base Course And Paving, paragraph 3.6.1B, Removing Depressions and Irregularities.

TACK COAT

Procedures and equipment shall be in accordance with Section 605, Tack Coat of the NCDOT Standard Specifications for Roads and Structures, latest revision and Section Bituminous Concrete Pavement of these specifications.

All castings, the gutter edge, and other surfaces which pavement rests against shall be painted with asphalt tack coat material by way of a hand brush, or other approved means, prior to the placing of the surface course. All asphaltic cement or other materials which discolor the surface of concrete structures and items which are spilled or placed on such surfaces shall be removed at the Contractor's expense. His inability to remove such foreign and disfiguring stains shall result in the complete removal of the structures so stained or disfigured, and these removed structures or surfaces shall be replaced at his expense. Particular care shall be taken to prevent tack coat from getting into and on gutter areas. Care should be taken to apply only as much tack coat as can be covered during the same day of operation. If tack coat is applied and can not be covered with asphalt the contractor shall apply suitable granular material to bond with excess tack coat. The application of granular material shall be considered incidental to tack coat application.

Tack Coat application rates and application temperature shall comply with Section 605 of NCDOT Standard Specifications for Roads and Structures. Specific information can be located in tables 605-1 and 605-2.

PLACING AND FURNISHING

Bituminous concrete asphalt shall only be placed when the weather conditions are suitable (see paragraph I, Placement Limitations, below). Bituminous concrete asphalt shall not be placed until surface upon which it is to be placed has been approved by the Public Works Director. Prior to delivery of surface course material, the base course shall be completed for receiving the surface course material and shall be kept from traffic, with the exception of the mixture vehicles and those other vehicles necessary for the placement of asphalt. For strip paved streets, the edge of the pavement shall be marked by means of a continuous line placed and maintained a sufficient distance ahead of the paving operation to provide proper control of the pavement width and horizontal alignment.

Contact surfaces of curb and gutters, manholes, etc., shall be painted with a thin uniform coating of cut-back asphalt just before the surface mixture is placed against them. Immediately adjacent to headers, flush curbing, gutters, liners, and other structures, the surface course mixture shall be spread uniformly high so that after the final compaction it will be approximately 1/8 inch above the edge of the structure.

An approved asphalt paver shall be used to distribute the bituminous mix over the widest pavement width practicable. Resurfacing of streets shall be accomplished in 2 asphalt pulls. The contractor shall provide an asphalt paver capable of reaching required widths. The asphalt paver shall be equipped with auger extensions unless directed by the city designee. Wherever practicable and when the capacity of sustained production and delivery is such that more than one paver

can be operated, pavers shall be used in echelon (i.e. when 2 or more pavers are used such that one paver follows the front paver to the rear and side of the front) to place the wearing course in adjacent lanes. Crossovers, as well as areas containing manholes or other obstacles that prohibit the practical use of mechanical spreading and finishing equipment, may be constructed using hand tools. However, care shall be taken to obtain the required thickness, jointing, compaction, and surface smoothness.

The longitudinal joint in one layer shall offset that in the layer immediately below by approximately 6 inches. However, the joint in the wearing surface shall be at the centerline of the pavement if the roadway comprises two traffic lanes or at lane lines if the roadway is more than two lanes in width. Offsetting layers will not be required when adjoining lanes are paved in echelon (when 2 or more pavers are used such that one paver follows the front paver to the rear and side of the front) and the rolling of both lanes occurs within 15 minutes after laydown. The Contractor shall have a certified Asphalt Concrete Paving Technician present during paving operations. Immediately after placement and screeding, the surface and edges of each layer shall be inspected and straightedged by the technician and necessary corrections performed prior to compaction. The finished pavement shall be uniform and smooth.

The placement of bituminous concrete shall be as continuous as possible and shall be scheduled such that the interruption occurring at the completion of each day's work will not detrimentally affect the partially completed work. Material that cannot be spread and finished in daylight shall not be dispatched from the plant unless the use of artificial lighting has been approved. When paving is performed at night, sufficient light shall be provided to properly perform and thoroughly inspect every phase of the operation. Such phases include cleaning planed surfaces, tack application, paving, compacting, and testing. Lighting shall be provided and positioned such as to not create a blinding hazard to the traveling public.

The Contractor shall distribute to each residence or business along a road to be paved, a flyer with notification of the work to be done and the dates it will be performed. The flyer shall contain the name and phone number of the contractors on site foreman or other employee on site familiar with the work. Also to be included is a request that all vehicles be removed from the street during this time period. The flyers are to be delivered 2 to 4 days prior to the actual start date of the construction. The date of work shall not exceed 5 days from the placement of the flyer notification. In the event work is not completed within the time indicated on the flyer the contractor shall place a new flyer a minimum of 2 days prior to scheduled work.

MEASUREMENT AND PAYMENT

Price adjustments for asphalt binder for plant mix will be made in accordance with Section 620 of the January 2018 Standard Specifications for Roads and Structures.

The base price index for asphalt cement for plant mix is \$790.00 per ton.

This base price index represents an average F.O.B. selling prices of asphalt cement at supplier's terminals on August 1, 2022.

Pay Item	Pay Unit
Asphalt Binder for Plant Mix, Grade PG 64-22	Ton
Asphalt Concrete Surface S9.5B	Ton

PLACEMENT LIMITATIONS

Asphalt mixtures must have temperatures +/- 25°F of the temperature indicated on the JMF of when ready to dump into the mechanical spreader. Any load of asphalt outside this limit will be rejected. All compaction rolling shall be completed prior to the mat cooling down to 185°F. Finish rolling may be performed at a lower mat temperature. Use steel roller for initial compaction on mat then finish compaction on mat with a pneumatic rubber tire roller. Contractor **shall not use vibration** on the rollers.

PAVEMENT TOLERANCE

The surface will be tested by using a 10-foot straightedge. The variation of the surface from the testing edge of the straightedge between any two contacts with the surface shall not be more than 1/4 inch. Humps and depressions exceeding the specified tolerance shall be corrected, or the defective work shall be removed and replaced with new material.

LAYER THICKNESS

Minimum Layer Thickness: Bituminous concrete SUPERPAVE pavement courses shall be placed in layers not exceeding 4.0 times the nominal maximum size aggregate in the bituminous mixture. The maximum thickness may be reduced if the mixture cannot be adequately placed in a single lift and compacted to required uniform density and smoothness. The minimum thickness for a pavement course shall be no less than 2.5 times the nominal maximum size aggregate in the bituminous mixture.

Recommended Thickness Chart		
Mix Type	Minimum Single Lift Depth (inches)	Maximum Layer Total Depth
SF9.5	1 (resurfacing only)	2.5
S9.5X	1.5	2.5
S12.5X	2	3
I19.0X	2.5	4
B25.0X	3*	No Restrictions
B37.5C	4.5	No Restrictions

* For B25.0X placed on unstablized subgrade, minimum lift thickness is 4.0 in.

JOINTS

1) General: All joints shall present the same texture, density, and smoothness as other section of the course. The joints between old and new pavements or between successive days' work shall be carefully made in such a manner as to ensure a continuous bond between old and new sections of the course. All contact surfaces of previously constructed pavements shall be painted with a thin, uniform coat of hot bituminous material just before the fresh mixture is placed.

Care shall be exercised when tying into curb and gutter and newly over-layed travel lanes to ensure a uniform grade and joint.

At tie-ins to existing pavement surfaces, the Contractor shall construct the final riding surface by cutting the existing asphalt for its full to permit tying to The City of Wilson, NC - Manual of Specifications, Standards and Design the existing pavement; driveways and ramps included. Joint location to be determined and/or approved by the Public Works Directors. Suitable guide lines or devices shall be used to ensure cutting of the joint on a true line. The joint shall be thoroughly cleaned and dried prior to being sealed. This work shall be done at no additional cost to the City.

Method of temporary joints at the end of each workday shall be approved by the Public Works Director.

In addition to the following, both transverse and longitudinal joints shall conform to Section 610-11, paragraphs (A) and (B), respectively of the NCDOT Standard Specifications for Roads and Structures, latest revision.

2) Transverse: The roller shall pass over the unprotected end of the freshly laid mixture only when the laying of the course is to be discontinued or when delivery of the mixture is interrupted to the extent that the unrolled material may become cold. Construct a sloped wedge ahead of the end of the full depth pavement to provide for compaction and the protection of the full depth pavement. Place a paper parting strip beneath this wedge to facilitate joint construction unless waved by the Public Works Director. Before paving operations are resumed, remove the sloped wedge and cut back into the previously constructed pavement to the point of full pavement depth to expose an even vertical surface for the full thickness of the course as directed by the City Engineer.

3) Longitudinal: In all cases, the edges of cold longitudinal joints shall be cut back to expose an even, vertical surface for the full thickness of the course prior to constructing the adjacent pavement.

COMPACTION

Immediately after the bituminous mixture is placed and struck off and surface irregularities are corrected, the mixture shall be thoroughly and uniformly

compacted by rolling.

During compaction of bituminous concrete asphalt, the roller shall not pass over the end of freshly placed material except when a construction joint is to be formed. Edges shall be finished true and uniform.

The surface shall be rolled when the mixture is in the proper condition. Rolling shall not cause undue displacement, cracking, or shoving.

The number, weight, and type of rollers furnished shall be sufficient to obtain the required compaction while the mixture is in a workable condition. The sequence of rolling operations and the selection of roller types shall provide the specified pavement density. However, the minimum and maximum roller weight shall be 5 tons and 10 tons, respectively.

Immediately after the hot mixture is placed, it shall be sealed with rollers. Thereafter, rolling shall be a continuous process, insofar as practicable, and all parts of the pavement shall receive uniform compaction. In the event that the rolling operation is not able to properly keep up with the placement of the mixture, the finishing machine shall be stopped and no mixture shall be laid until the rolling has been caught up.

Rolling shall begin at the sides and proceed longitudinally parallel to the center of the pavement, each trip overlapping at least $\frac{1}{2}$ the roller width, gradually progressing to the crown of the pavement. When abutting a previously placed lane, the longitudinal joint shall be rolled first, followed by the regular rolling procedure. On superelevated curves, rolling shall begin at the low side and progress to the high side by overlapping of longitudinal trips parallel to the centerline.

Displacements occurring as a result of reversing the direction of a roller, or from other causes, shall be corrected at once by the use of rakes or lutes and addition of fresh mixture when required. Care shall be taken in rolling not to displace the line and grade of the edges of the bituminous mixture. The motion of the roller shall be at all times slow enough to avoid displacement of the hot mixture. All roller marks must be eliminated.

To prevent adhesion of the mixture to the rollers, the wheels shall be kept properly moistened with water or water mixed with a very small quantity of detergent or other approved material. Excess liquid will not be permitted. Along forms, curbs, headers, walls, and other places not accessible to rollers, the mixture shall be thoroughly compacted with hot hand tampers, smoothing irons, or mechanical tampers. On depressed areas, a trench roller may be used or cleated compression strips may be used under the roller to transmit compression to the depressed area.

Edges of bituminous pavement surfaces shall be true curves or tangents. Irregularities shall be corrected.

The surface of the compacted course shall be protected until the material has

cooled sufficiently to support normal traffic without marring.

DENSITY

Superpave mix design criteria for mixes listed in Table 610-2 of the NCDOT Standard Specifications for Roads and Structures shall be minimum 90.0% (based on AASHTO T209) for SF 9.5B mix and 92% for all other mixes. Density shall also meet Section 610.4 of the NCDOT Standard Specifications for Roads and Structures. Density determination will be allowed by either core or nuclear method. When using the nuclear method procedures for control strips will comply with requirements found in the 2022 Superpave Manual.

PAVEMENT SAMPLES

Bituminous pavement coring sampling and density test reports shall be submitted at completion of project in accordance with the requirements of the NCDOT Standard Specifications for Roads and Structures Section 609, Quality Management System For Asphalt Pavements, latest revision.

Provide reports on the results of the corings in accordance with Section 609-5, Contractor's Quality Control System of the NCDOT Standard Specifications for Roads and Structures, latest revision.

Suitability of the samples shall be based on the limits of precision specified in Section 609-6, Quality Assurance of the NCDOT Standard Specifications for Roads and Structures, latest revision.

Section 02740 Base Course and Paving Page 02740-18

The City of Wilson, NC - Manual of Specifications, Standards and Design April 2008

Table 610-6 of NCDOT Standard Specifications for Roads and Structures

Table 610-6 Placement Temperatures for Asphalt	
Asphalt Concrete Mix Type	Minimum Surface and Air Temperature
B25.0B, C	35°F
I19.0B, C, D	35°F
SF9.5A, SF9.5B	40°F ^A
S9.5C	45°F ^A
S9.5D	50°F

A. For the final layer of surface mixes containing RAS, the minimum surface and air temperature shall be 50°F.

Other placement limitations, to include but not limited to, mixture temperatures, and cold weather paving shall be in accordance with Section 610, Asphalt Concrete Plant Mix of the NCDOT Standard Specifications for Roads and Structures, latest revision.

RIDEABILITY

Finished pavement surface shall be free of defects, irregularities, undulations, ridges, etc., whether transverse or longitudinal, that, in the opinion and discretion of the Public Works Director, would negatively impact rideability after the Public Works Director or his representative have inspected and approved the pavement for paving.

PROTECTION OF ASPHALTIC SURFACE COURSE

Sections of newly placed and compacted asphalt surface course may be barricaded and protected from all defects for a period of at least 8 hours until they have become properly hardened by cooling. Protect asphalt from petroleum products during and following placement of surface course. When directed by the Public Works Director, Certain resurfaced areas may require cooling of asphalt prior to opening to traffic.

If patching is required to make repairs, the base material in place shall be removed to a minimum depth of 4 inches, replaced with bituminous concrete base course (type B-25.0B) and surfaced with 2 inches of SF-9.5A bituminous asphalt concrete.

ASPHALT PATCHING

Asphalt Patching will be used in areas milled into the sub grade, it will also be used as a leveling course. All areas that need asphalt patching will be determined by the Engineer. All areas to be patched shall be cleaned and tacked. Asphalt cost will be determined by unit prices for Asphalt Binder and Asphalt Surface SF 9.5B. Pay Item is for all other work associated with patching.

Pay Item

Asphalt Patching

Pay Unit

TON

CLEANING AFTER COMPLETION

Cleaning operations shall commence immediately following completion of required work. This work shall consist of but not limited to removal of asphalt material from valves boxes, manholes, catch basins, and drop inlets. All asphalt debris shall be removed for the curb and gutter, driveways and adjacent properties. No additional payment shall be made for this work.

PAVEMENT MARKINGS

Procedures and equipment shall be in accordance with Section 1205, Pavement Marking General Requirements, of the NCDOT Standard Specifications for Roads and Structures, latest revision and Section. Estimated quantities reflect linear footage to account for the requirement of 2 applications.

Pay Item

Paint Pavement Marking Lines

Pay Unit

Linear Foot

Project Bid Form

Item No.	Item Description	Quantity	Unit	Unit Price	Total
1	Mobilization	1	LS		
2	Asphalt Milling 0 -1.5"	89,329	SY		
3	Asphalt Binder for Plant Mix, Grade PG 64-22	1,006	TON		
4	Asphalt Conc. Surface SF9.5B	15,475	TON		
5	Paint 4"	28,040	LF		
6	R/R Symbol	4	EA		
7	STOP Characters	4	EA		
8	SCHOOL Characters	1	EA		
9	Arrows	30	EA		
10	Stop Bar 24" x 8'	40	EA		
GRAND TOTAL					\$

CONTRACTOR SIGNATURES

CONTRACTOR _____

ADDRESS _____

Federal Identification Number _____ Contractor License Number _____

Authorized Agent _____ Title _____
(Please Print)

Signature _____ Date _____

Witness _____ Title _____
(Please Print)

Signature _____ Date _____

CITY OF WILSON SIGNATURES

Authorized Agent _____ Title _____
(Please Print)

Signature _____ Date _____

GENERAL TERMS AND CONDITIONS

1. **DEFAULT:** In case of default by the contractor, the City of Wilson may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.
2. **BID BOND/DEPOSIT:** No proposal shall be considered or accepted by the City of Wilson unless, at the time of its filing, the proposal shall be accompanied by a deposit with the City of Wilson of cash, a cashier's check or a certified check on a bank or trust company insured by the Federal Deposit Insurance Corporation in an amount equal to but not less than five percent (5%) of the proposal. In lieu of making the cash deposit, as provided above, bidders may file a Bid Bond executed by a corporate surety licensed under the laws of North Carolina to execute the contract in accordance with the bid bond. This deposit shall be retained by the City of Wilson if the successful bidder fails to execute the contract within ten (10) days after the award or fails to give satisfactory surety as required. Bid bond shall be enclosed in a separate sealed envelope with "Bid Bond" printed on the envelope.
3. **PERFORMANCE AND PAYMENT BONDS:** Performance and Payment Bonds, issued in accordance with Article 3 of Chapter 44A of the General Statutes, each having a penal sum in the full amount of the contract sum, will be required on such contract(s) as may be awarded. This will be required of contractor after award is made.
4. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alternation of the material, quality, workmanship or performance of the items prior to delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation, which required such alternations. The City of Wilson reserves the right to accept any such alternations, including any price adjustments occasioned thereby, or to cancel the contract.
5. **AVAILABILITY OF FUNDS:** Any and all payments to the contractor are dependent upon and subject to the availability of funds to the City for the purpose set forth in this agreement.
6. **TAXES:** Any applicable taxes shall be invoiced as a separate item. The City is not exempt from local or North Carolina sales tax.
7. **SITUS AND GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which state all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.
8. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of a correct invoice or acceptance of goods, whichever is later. Invoices are preferred to be addressed to: City of Wilson Attn: Public Works PO Box. 10 Wilson, NC. 27894-0010.
9. **NON-DISCRIMINATION:**
 - a. The Vendor will take necessary action to comply with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.
 - b. The vendor will take necessary action to ensure its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.

- 10. CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
- 9. INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY:** Vendor shall hold and save the City, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with The Contract.
- 10. TERMINATION FOR CONVENIENCE:** If this contract contemplates deliveries or performance over a period of time, the City may terminate this contract at any time by providing 60 days' notice in writing from the City to the Vendor. In that event, any or all finished or unfinished deliverables prepared by the Vendor under this contract shall, at the option of the City, become its property. If the contract is terminated by the City as provided in this section, the City shall pay for those items for which such option is exercised, less any payment or compensation previously made.
- 11. ADVERTISING:** Vendor agrees not to use the existence of The Contract or the name of the City as part of any commercial advertising or marketing of products or Services. A Vendor may inquire whether the City is willing to act as a reference by providing factual information directly to other prospective customers.
- 12. ACCESS TO PERSONS AND RECORDS:** An independent auditor shall have access to persons and records as a result of all contracts or grants entered into by the City of Wilson in accordance with General Statute 147-64.7.
- 13. ASSIGNMENT:** No assignment of the Vendor's obligations nor the Vendor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, the City may:
- a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, and
 - b) Include any person or entity designated by Vendor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the City to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all Contract obligations.
- 14. INSURANCE:** *A copy of Contractors Insurance Certificate is required to be submitted upon award.*

COVERAGE - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

- a) **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-contracted, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract within the State.
- b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. Defense cost shall be in excess of the limit of liability.
- c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

REQUIREMENTS - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of The Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such

coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or The Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

15. **GENERAL INDEMNITY:** The Vendor shall hold and save the City, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of The Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of The Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days from the date that the City has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the City's agents who are involved in the delivery or processing of Vendor deliverables or Services to the City. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.
16. **CONFIDENTIALITY:** Any City information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval of the City.
17. **COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.
18. **ENTIRE AGREEMENT:** This document and any others incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This document, any addenda hereto, and the Vendor's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
19. **AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the City and the Vendor.
20. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
21. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other state or federal constitutional provision or principle that otherwise would be available to the City under applicable law.
22. **E-VERIFY:** Contractor understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work of authorization of newly hired employees pursuant to federal law in accordance with NCGS 64-25 et seq. Contractor is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of Contractor's

knowledge, any subcontractors employed by it as a part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statute.

23. **IRAN DIVESTMENT ACT CERTIFICATION:** Contractor certifies that, as of the date listed (2017), it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. Chapter 147 Article 6E. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. Chapter 147 Article 6E, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
24. **EVALUATION OF BID:** All qualified proposals/bids will be evaluated and award made to the firm(s) whose proposal/bid is deemed to be in the best interest of the City of Wilson, all factors considered. The City of Wilson reserves the right to reject any and all offers if determined in its best interest.
25. **BID/PROPOSAL PUBLIC RECORD:** All proposals/bids received become the property of the City of Wilson and information included therein or attached thereto shall become public record upon their delivery to the city. Submission of a bid/proposal in response to a request constitutes acceptance of all terms and conditions and requirements contained in the request.
26. **RECOMMENDATION OF AWARD:** The recommendation of award by city council represents a preliminary determination and not a legally binding acceptance of the bid or proposal until the city has executed a written agreement in a form agreeable by an authorized city official.
27. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; the City will not reimburse any Vendor for any costs incurred or associated with the preparation of proposals.
28. **INSPECTION AT VENDOR'S SITE:** The City reserves the right to inspect, at a reasonable time, the equipment, item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the City's determination that such equipment, item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.
29. **PRICE ADJUSTMENTS:** A requested price increase may only become effective after approval of the Purchasing Manager in writing. Price increases will need to have sufficient justification as to the reason why the increase is being requested. The City will need 30 days written notice before price increases can become effective, failure to notify the City of a price increase will result in payment of invoice at prior written contracted/agreed upon pricing until the conditions are met. A price decrease will only need to be communicated to the Purchasing Manager for documentation purposes.
30. **LIQUIDATED DAMAGES:** Liquidated damages, if stated in the Contract Documents, is an amount reasonably estimated in advance to cover the losses incurred by the Owner by reason of failure on the Contractor to complete the work within the specified time of completion.
31. **VENDOR REGISTRATION:** All vendors (new, current or potential) must register with our Vendor Registration system through Vendor Registry at the following link.
<https://vrapp.vendorregistry.com/Vendor/Register/Index/city-of-wilson-nc-vendor-registration>

STATE OF NORTH CAROLINA

COUNTY OF WILSON

AFFIDAVIT

I, _____ (the individual attesting below), being duly authorized by
and on behalf of _____ (the entity bidding on project hereinafter

"Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State.

(mark Yes or No) YES _____ No _____

4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This _____ day of _____, 20____.

Signature of Affiant:

Print or Type Name: _____

State of North Carolina County of _____

Signed and sworn to (or affirmed) before me, this the _____
day of _____, 2022.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

Identification of HUB Certified/ Minority Business Participation

I, _____,
(Name of Bidder)

do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work Type	*Minority Category	**HUB Certified (Y/N)

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

The total value of minority business contracting will be (\$)_____.

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of _____

(Name of Bidder)

Affidavit of _____

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

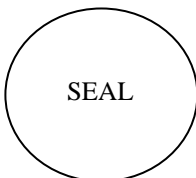
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of _____

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

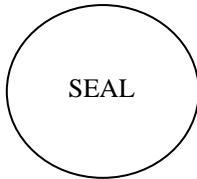
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

State of North Carolina - AFFIDAVIT C - Portion of the Work to be Performed by HUB Certified/Minority Businesses

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.
 This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of _____ I do hereby certify that on the _____
 (Name of Bidder)

_____ (Project Name)
 Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

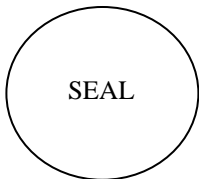
*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____ My commission expires _____

**State of North Carolina
Efforts**

AFFIDAVIT D – Good Faith

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 10% participation by HUB Certified/ minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of _____ I do hereby
certify that on the _____
(Name of Bidder)

_____ (Project Name)
Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with HUB certified/ minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I),

Female (F) Socially and Economically Disadvantaged (D)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

Examples of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.

- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

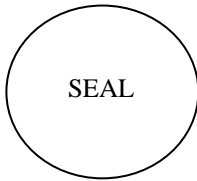
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____
 _____ 20_____

Notary Public _____

My commission expires _____

PROCEDURE FOR REPORTING NORTH CAROLINA SALES TAX EXPENDITURES ON CITY OF WILSON CONTRACTS

1. The following procedure in handling the North Carolina Sales Tax is applicable to this project. Contractors shall comply fully with the requirements outlined hereinafter, in order that the owner may recover the amount of the tax permitted under the law.

2. (a) It shall be the general contractor's responsibility to furnish the owner documentary evidence showing the materials used and sales tax paid by the general contractor and each of his subcontractors. Any county sales tax included in the Contractor's statements must be shown separately from the state sales tax. If more than one county is shown, each county shall be listed separately.

(b) The documentary evidence shall consist of a certified statement, by the general contractor and each of his subcontractors individually, showing total purchases of materials from each separate vendor and total sales taxes by each county paid each vendor. The certified statement must show the invoice number(s) covered and inclusive dates of such invoices. State sales tax shall be listed separately from county sales tax. If more than one county is shown, each county shall be listed separately.

(c) Materials used from general contractor's or subcontractor's warehouse stock shall be shown in a certified statement at warehouse stock prices.

(d) The general contractor shall not be required to certify the subcontractor's statements.

(e) The documentary evidence to be furnished to owners eligible for sales or use tax refunds covers sales and/or use taxes paid on building materials used by contractors and subcontractors in the performance of Contracts with churches, orphanages, hospitals not operated for profit, educational institutions not operated for profit, and other charitable or religious institutions or organizations not operated for profit and incorporated cities, towns, and counties in this State. The documentary evidence is to be submitted to the above-named institutions, organizations, and governmental units to be included in claims for refunds to be prepared and submitted by them to obtain refunds provided by G.S. 105-164.14 and is to include the purchases of building materials, supplies, fixtures, and equipment which become a part of or annexed to buildings or structures being erected, altered, or repaired under Contracts with such institutions, organizations or governmental units.

3. The Contractor or contractors to whom an award is made on this project will be required to follow the procedure outlined above.

4. The Contractor is advised that all requests for payment, partial or final, for work completed under this Contract must include a sales tax report submitted in accordance with the procedures outlined above.