

CITY OF LAURINBURG
STREET RESURFACING PROJECT
RFP-2018-2

DATE OF ADVERTISING: FEBRUARY 22, 2018
DATE OF PRE-BID CONFERENCE: N/A
DATE OF BID OPENING: MARCH 15, 2018, 2:00 P.M. EST

NAME OF BIDDER: _____

ADDRESS: _____

NC LICENSE NO.: _____

BID DEPOSIT 5%: _____

TOTAL BID: _____

MWBE PERCENTAGE: _____

CONTRACTOR SIGNATURE: _____

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ADVERTISEMENT FOR BIDS

CITY OF LAURINBURG PROJECT NO. RFP-2018-2

STREET RESURFACING PROJECT

Pursuant to the General Statutes of North Carolina, Section 143-128 et. seq, sealed proposals are invited and will be received by the City of Laurinburg in the office of the General Services Director until **2:00 p.m. EST Thursday, March 15, 2018**, at which time the sealed proposals will be officially opened for construction consisting of furnishing and installing the following:

- A. Resurfacing of approximately 12,291 linear feet of city streets consisting of approximately 40,970 square yards of 1" Bituminous Concrete Surface Paving (FS 9.5A).
- B. Asphalt used for leveling/widening (approximately 100 tons).

Proposals received after the time for opening will not be accepted and will be returned unopened. Copies of the Request for Proposal bid package may be obtained from the City of Laurinburg website at <http://www.laurinburg.org/business/#purchasing-rfps> or by contacting Harold W. Haywood at 910-276-2364 or hhaywood@laurinburg.org.

No proposal will be considered or accepted unless at the time of its filing, the same shall be accompanied by a cash deposit, cashier's check, or certified check on a bank or trust company insured by the FDIC and authorized to do business in North Carolina in an amount equal to five percent (5%) of the proposal. In the alternative, a five percent (5%) bid bond issued by a corporate surety licensed by the State of North Carolina may be filed with the proposal. Bidders must be properly licensed under Chapter 87 of the General Statutes of North Carolina and must comply with nondiscrimination provisions. The City is an equal opportunity Municipality/Owner and invites small and minority contractors to bid. The City reserves the right to reject any or all proposals.

Harold W. Haywood
General Services Director

Posted February 22, 2018

PROPOSAL FORM

PROPOSAL FOR THE CONSTRUCTION OF PROJECT NO. RFP-2018-2
IN THE CITY OF LAURINBURG, NORTH CAROLINA

DATE: _____

CITY OF LAURINBURG
LAURINBURG, NORTH CAROLINA

Ladies and Gentlemen:

The undersigned bidder has carefully examined the Form of Contract, the Form of Contract Bonds, the General Conditions, the Special Conditions, the Plans and Specifications, all of which are acknowledged to be a part of the proposal, and the Proposal Form; and he has also carefully examined the site of the proposed work. The undersigned bidder agrees to bind himself on award to him by the City of Laurinburg under this proposal, to execute within ten (10) days, in accordance with such award, a Contract with necessary surety bonds, of which Contract this proposal and the plans and specifications shall be a part, to provide all necessary machinery, tools, labor, and other means of construction, and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said project within the time limit specified below.

In addition to all other agreements and assurances, the undersigned bidder understands and hereby agrees as follows:

- (1) If this Contract is awarded to him he must, upon completion of this Contract, or at any other time requested, furnish to the City of Laurinburg an accurate itemized statement of North Carolina Sales Tax paid on materials, supplies, equipment and any other items charged to this Contract, and otherwise fully comply with the "Procedure for Reporting North Carolina Sales Tax Expenditures", attached.
- (2) The bidder further agrees to begin work within ____ calendar days from date of Contract Notice to Proceed.
- (3) The bidder represents and agrees to complete the entire project by _____ [enter date]

Submitted this _____ day of _____, 20____.

Name of bidder: _____

Address: _____

ADDITIONAL BIDDER'S CERTIFICATION

Acceptance of Terms

In submitting this Proposal, the undersigned agrees that this bid will remain in effect for a period of **60** days following the opening of the Bids, that the undersigned agrees to enter into a Contract with the Owner, if awarded, on the basis of this Proposal, and that the undersigned agrees to complete the work in accordance with the Contract Documents.

Non-Collusion in Bidding

The Bidder specifically agrees to abide by all applicable provisions of Article 3 of Chapter 133 of the North Carolina General Statutes. By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- (2) Unless otherwise required by Law, the prices quoted in the Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a Bid for the purpose of restricting competition.

Type of Business

The undersigned hereby represents that it is a _____ (corporation, partnership, an individual or limited liability company). If a corporation, the undersigned further represents that it is duly qualified as a corporation under the Laws of the State of North Carolina and it is authorized to do business in this State.

Firm Name

Date

Authorized Signature

Street Resurfacing Project
Name of Project

Title

Address of Firm

BID BOND FORM

NORTH CAROLINA BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____
_____ as PRINCIPAL, and _____
_____ as SURETY, who is duly licensed to act as corporate surety in
North Carolina, are held and firmly bound unto the City of Laurinburg, North Carolina, a municipal corporation,
as Obligee, in the penal sum _____ Dollars, as 5% Bid Bond, lawful money of the United States of
America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this ____ day of _____, 20___. The condition of this obligation is such, that
whereas, the said Principal is herewith submitting the attached proposal for the Street Resurfacing Project and
the Principal desires to file this bid bond in lieu of making the cash deposit as required by G.S. 143-129, as
amended.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the Principal shall
be awarded the Contract for which the bid is submitted and shall execute the Contract and give bonds for the
faithful performance thereof, and the payment of all sums due for labor and materials, within ten days after the
award of same to the Principal, then this obligation shall be null and void; but if the Principal fails to so execute
such Contract and give bonds as required by G.S. 143-29, as amended, the Surety shall, upon demand, forthwith
pay to the Obligee the amount set forth in the first paragraph hereof. Power of Attorney from the Surety to its
Attorney-in-Fact is attached hereto.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals on
the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these
presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(IF APPLICABLE) _____
Name of Principal
By: _____
Indicate Capacity

ATTEST:
By: _____
(Indicate Capacity)

(AFFIX CORPORATE SEAL IF APPLICABLE)

(ATTACH POWER OF ATTORNEY) _____
Name of Corporate Surety
By: _____
Attorney-in-Fact

INSTRUCTIONS TO CONTRACTORS AND REQUIREMENTS
AS TO FORM FOR CITY OF LAURINBURG CONTRACTS

DO NOT REMOVE FROM CONTRACT

Please observe the following in executing the attached Contract:

1. The City may contract with various categories of legal entities; and the legal requirements for proper execution (signing, witnessing, etc.) differ as to each.
 - (A) If the Contract is with an individual, that individual should sign the agreement exactly as his name is set out.
 - (B) Execution on behalf of a corporation, authorized corporate officer must sign, with 2nd officer signing to attest (which is 2nd officer's verification of authority and signature authenticity), plus corporate seal affixed. The following are corporate officers allowed to sign for the corporation: president; vice-president; chairman; CEO; CFO; and Treasurer. The following officers are typically authorized to attest: secretary; vice president, trust officer; clerk to board; cashier (only for banks); and their assistants or deputies.

A sole corporate officer may sign, accompanied with a notary's acknowledgement, using the corporate acknowledgement form.
 - (C) If the agreement is with a partnership (General Partnership or Limited Partnership), a general partner must sign and his/her/its signature must be notarized.
 - (D) LLC "Manager" or "managing member" must sign with proper notary acknowledgement.
2. After signing the Contract, the appropriate notary's acknowledgement, either in the corporate form or individual/partnership form should be completed.
3. The Performance and Payment Bonds should be attached to the Contract package. Bonds are required by law on construction and repair contracts subject to formal bidding requirements (N.C.G.S. § 143-129 et seq. -- \$300,000.00 for construction). They should be signed by the contractor, and his signature should be acknowledged with the appropriate acknowledgement form. Next, the bonds, in approved form, must be signed by the authorized agent of the Surety Company issuing the bonds, and an executed Power of Attorney document authorizing the agent to sign must accompany the bond documents. **Bonds should not be dated.** Bonds will be dated on or after the Contract date by the City.
4. The instrument should not be dated, except by the last person executing the Contract, normally the City Clerk.
5. Non-discrimination provisions should be included with the Contract, as should applicable Certificates of Insurance with proper and timely coverage indicated.
6. All modifications or deletions should be initialed or signed by representatives of both the Contractor and the City.
7. Two (2) original copies of the Contract are sent to the Contractor for execution. These two originals should be signed and returned to the City of Laurinburg for final execution, after which one (1) copy will be returned to the Contractor.
8. The minority business firm listing is to be completed and submitted as part of the Contract. Additional pages may be added as needed. All backup information related to solicitation of minority participation shall be copied and submitted with the Contract.

NORTH CAROLINA
SCOTLAND COUNTY

THIS CONTRACT is entered into by and between _____, hereinafter referred to as the “CONTRACTOR”, and the CITY OF LAURINBURG, a North Carolina municipal corporation, hereinafter referred to as the “CITY” or the “OWNER” for the project entitled: STREET RESURFACING PROJECT.

WITNESSETH:

That pursuant to the provisions of Chapter 143-128 et seq., as amended, of the General Statutes of North Carolina, proposals were invited by advertisement in accordance with law for the construction of the improvements hereinafter referred to. All proposals having been duly opened and recorded as provided by law, the City of Laurinburg having awarded the Contract for said construction to the aforesaid CONTRACTOR, the Contractor’s proposal being a part of the Contract:

NOW, THEREFORE, in consideration of the payments agreed to be made by the CITY, hereinafter specified, the CITY and the CONTRACTOR agree as follows:

1. DESCRIPTION OF WORK

The Contractor, at his (its) own proper cost and expense and with skill and diligence, shall furnish all labor, tools, materials and equipment and do all things necessary for the proper construction and completion ready for use of the following improvements:

- A. Resurfacing of approximately 12,291 linear feet of city streets consisting of approximately 40,970 square yards of 1” Bituminous Concrete Surface Paving (FS 9.5A).
- B. Asphalt used for leveling/widening (approximately 100 tons).

In strict accordance with and as shown in the specifications, schedules, drawings and other documents set forth herein or incorporated by reference as follows:

NCDOT Standards and Specifications for Roads and Structures (Latest Edition), NCDOT Standard Drawings, Guidelines for Land Disturbing Activities, and ACI Specifications.

In case of conflict between this Contract and any of the incorporated attachments or references, the terms of this Contract shall prevail.

The Contractor shall further perform in accordance with the directions (not inconsistent therewith) given from time to time during the construction by the Public Utilities Director or such other official, employee, or other agent of the City as the City may designate.

2. GENERAL OBLIGATIONS OF THE CONTRACTOR

The Contractor will accept the prices specified in this Contract and in the proposal in full compensation and satisfaction for the performance of this Contract and as consideration of this Contract. The Contractor shall be responsible for all loss and damages of every kind and nature which may arise out of or on account of the performance of the work required by this Contract, and for all risks of every description connected with the said work; and the Contractor shall be responsible for well and faithfully completing the whole work according to the applicable plans and specifications and the terms and conditions of this Contract.

3. TIME OF COMMENCEMENT AND COMPLETION

The work required by this Contract shall be commenced by the Contractor not later than ____ days after the date of the Contract Notice to Proceed and the entire work shall be completed not later than _____ [enter date]. Failure to complete the work by this stated date will result in damages due to public inconvenience, obstruction and delay to traffic, safety, and other considerations. For each consecutive calendar day in excess of the Contract time specified above, the Contractor shall have withheld monies due it, a sum of **\$200.00** per calendar day. If applicable, liquidated damages will be deducted/adjusted on a monthly basis at the time of the partial payment request, based on the Contractor's progress in comparison with the approved progress schedule. **In the event the Contractor does not complete the Contract within the stated deadline, including any extensions of time for excusable delays as noted in Article 17 of the General Conditions portion of the Contract Documents, the Contractor shall have withheld monies due it based on the above noted procedure. Further, the Contractor shall have withheld monies due it a sum of \$200.00 for each consecutive calendar day of delay, until the Contract is completed.**

4. WORKMANSHIP AND QUALITY OF SERVICES/WARRANTIES

All work under this Contract shall be done and performed to the satisfaction of the Public Utilities Director of the City of Laurinburg, or of such other official, employee, or agent of the City of Laurinburg as may be designated by the City, and such official, employee or agent designated by the City shall in all cases of dispute determine the quantity, quality, acceptability and fitness of the work and materials and of several portions thereof which are to be paid for under this Contract and shall decide and determine all questions which may arise as to the measurements, lines, levels and dimensions of the work and all questions respecting the true construction, interpretation or meaning of the plans and specifications. In case of dispute between the Contractor and the said official, employee, or agent of the City, the decision and determination of the latter shall be taken and shall be final and conclusive.

The Contractor, in executing this Contract, warrants that he will be responsible for the maintenance or correction of any work completed under this Contract that may become defective due to faulty workmanship or materials for a period of one (1) year after final acceptance of the work performed.

It is understood and agreed by the parties hereto that work done under this Contract shall be subject to all ordinances of the City of Laurinburg relating to work done in the public streets or other public property of the City.

5. COMPENSATION

The Contract shall not exceed \$ _____, without a duly executed written amendment or change order to this Contract. In consideration of the performance of this Contract and the full completion of the work required of the Contractor by the terms and conditions of the Contract, the City agrees to pay to the Contractor the unit prices bid by the Contractor in his proposal payable as follows: Partial payments will be made to the Contractor by the City NET thirty (30) days after presentation of a true and accurate payment application to the City as certified by the Project Engineer or agent of the City of Laurinburg. All invoices must include the following Purchase Order Number _____. Final estimate of the amount due to the Contractor will be made within thirty (30) days after the certified completion and final acceptance of all the work required by the Contract less retainage per Section 6. Payment to the Contractor by the City of the

amounts so determined to be due, in accordance with this Contract, shall relieve the City from all claims for work done and materials and equipment furnished under this Contract.

It is further mutually agreed between the parties that no estimate or partial payment made under this Contract shall be conclusive evidence of the performance of this Contract, either wholly or in part, and that no such payment shall be construed to be an acceptance of defective work or improper materials.

6. RETAINAGE

To ensure proper performance of the Contract, the City may retain five percent (5%) of the amount of each approved partial or periodic payment application until the project work is fifty percent (50%) complete, provided that the Contractor continues to perform satisfactorily and any non-conforming work identified in writing prior to that date has been corrected by the Contractor and accepted by the Project Engineer.

If the City determines the Contractor's performance is unsatisfactory, the City may reinstate retainage in the amount of five percent (5%) for each subsequent partial or periodic payment application until the Contractor's performance becomes satisfactory. The project shall be deemed fifty percent (50%) complete when the contractor's gross project invoices, excluding the value of materials stored off-site, equal or exceed fifty percent (50%) of the value of the contract, except the value of materials stored on-site shall not exceed twenty percent (20%) of the contractor's gross project invoices for the purpose of determining whether the project is fifty percent (50%) complete. Following fifty percent completion of the project, the City may also withhold additional retainage from any subsequent periodic payment, not to exceed five percent (5%), in order to allow the City to retain two and one-half (2 ½%) total retainage through the completion of the project.

Within sixty (60) days after the submission of a pay request, the City with written consent of the surety shall release to the Contractor all retainage on payments held by the City if (1) the City receives a certificate of substantial completion from the architect, engineer, or designer in charge of the project; or (2) the City receives beneficial occupancy of use of the project. However, the City may retain sufficient funds to secure completion of the project or corrections on any work. If the City retains funds, the amount retained shall not exceed two and one-half (2 ½) times the estimated value of the work to be completed or corrected. Any reduction in the amount of the retainage on payments shall be with the consent of the contractor's surety.

Retainer provisions contained in Contractor's subcontracts may not exceed the terms and conditions for the retainage provided herein. Contractors are further required to satisfy the retainage provisions of N.C.G.S. 143-134-1(b2) with regard to subcontracts for early finishing trades (structural steel, piling, caisson, and demolition) and to coordinate the release of retainage for such trades from the retainage held by the City from the Contractor pursuant to statute. Nothing shall prevent the City from withholding payment to the Contractor in addition to the amounts identified herein for unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against the City or reasonable evidence that a third-party claim will be filed.

7. NOTICES

All notices, requests for payment, or other communications arising hereunder shall be sent to the following:

City of Laurinburg
Attn: Stacey McQuage
503 Hall Street
Laurinburg, NC 28352

8. NON-DISCRIMINATION

To the extent permitted by North Carolina law, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Contract.

9. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES (MWBE)

Pursuant to General Statutes of North Carolina Section 143-128 and 143-131 and to City policy, the City of Laurinburg encourages and provides equal opportunity for Certified Minority and Women-Owned Business Enterprise (MWBE) business to participate in all aspects of the City's contracting and procurement programs to include – Professional Services; Goods and Other Services; and Construction. The prime contractor will be required to identify participation of MWBE businesses in their proposal, and how that participation will be achieved.

Furthermore, the City's goal is to contract or sub-contract ten percent (10%) of the contract amount to Certified MWBEs on construction projects over \$300,000, or with contracts that include \$100,000 or more in state funding. Required MWBE forms and documentation of good faith efforts must be provided if the goal is not met.

If this is a building project, documentation of good faith efforts to meet this goal is required. If this is a building project over \$300,000, this documentation must include the applicable MWBE affidavits.

If there are any questions, contact Harold W. Haywood, General Services Director at 910-276-2364 or hhaywood@laurinburg.org.

10. ASSIGNMENT

This Contract may not be assigned without the express written consent of the City.

11. APPLICABLE LAW

All matters relating to this Contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Scotland County Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

12. INSURANCE

Contractor agrees to purchase at its' own expense insurance coverages to satisfy the following minimum requirements. A certificate reflecting the following minimum coverages shall accompany this Contract:

Workers' Compensation Insurance:

Limits:

Workers Compensation:	Statutory for the State of North Carolina
Employers Liability:	Bodily Injury by Accident \$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

Commercial General Liability:

Limits:

Each Occurrence:	\$1,000,000
Personal and Advertising Injury:	\$1,000,000
General Aggregate Limit:	\$2,000,000
Products and Completed Operations Aggregate:	\$2,000,000

The aggregate limit must apply per project. The form of coverage must be the ISO CG 00 01 policy approved by the State of North Carolina Department of Insurance. If a form of coverage other than the CG 00 01 is used it must be approved by the City of Laurinburg. Any endorsed exclusions or limitations from the standard policy must be clearly stated in writing and attached to the Certificate of Insurance. Completed Operations coverage must be maintained for the period of the applicable statute of limitations.

The City of Laurinburg must be added as an Additional Insured to the Commercial General Liability policy.

Commercial Automobile Liability:

Limits:

\$1,000,000 combined single limit

The City of Laurinburg must be added as an Additional Insured on the Commercial Auto Liability policy.

Additional Insured – Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability, Auto Liability and Umbrella Liability if being used to meet the standard of the General Liability and Automobile Liability. The Additional Insured shall read '**City of Laurinburg is named additional insured as their interest may appear**'.

The Certificate Holder address should read:

**City of Laurinburg
Post Office Box 249
Laurinburg, NC 28353-0249**

All Insurance companies must be admitted to do business in North Carolina and be acceptable to the City of Laurinburg. If the insurance company(s) is a permitted surplus lines insurer, the insurance company name, and NAIC number must be submitted to the City of Laurinburg for approval before commencing work. Contractor shall be required to provide the City, no less than thirty (30) days, notice of cancellation, or any material change, to any insurance coverage required by this Contract.

A Certificate of Insurance (COI) must be issued by an authorized representative of the insurance carrier(s). Certificate of Insurance must have the Insurance Company name and NAIC number clearly identified. The acceptance of or the review of Certificates of Insurance by the City of Laurinburg does not relieve the Contractor of any requirements in the Contract to provide specific insurance coverage required by the Contract, nor does the acceptance of or review of Certificates of Insurance covenant all insurance requirements have been met.

13. SURETY BONDS

The Contractor has furnished and attached hereto a Performance Bond and a Payment Bond each in the penal sum of the full Contract amount covering the faithful performance of this Contract and the payment of all obligations arising hereunder, in such form and content as the City may prescribe and with surety approved by the City. Should any surety upon the bond for the performance of this Contract become unacceptable to the City, the Contractor must promptly furnish additional security as may be required from time to time by the City to protect the interests of the City and of persons, firms and corporations supplying labor or materials in the performance of the work contemplated by the Contract.

14. INDEMNITY

Except to the extent caused by the sole negligence or willful misconduct of the City, the Contractor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including all claims, costs (including defense) 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 this Contract, and from any and all claims, costs (including defense) and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor's negligence in the performance of the Contract. This representation and warranty shall survive the termination or expiration of this Contract.

The Contractor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including claims, costs (including defense) and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Contract.

15. FORCE MAJEURE

Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Contract, 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 by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Contract must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

16. ADVERTISING

The Contractor shall not use the existence of this Contract, or the name of the City of Laurinburg, as part of any advertising without prior written approval of the City.

17. TERMINATION

If the Contractor fails to perform the work described herein by the time allowances provided in Section 3, or fails to provide adequate staff and resources required to properly execute said work in a workmanlike and safe manner, the City of Laurinburg can declare the Contractor in Default. If the Contractor fails to complete the work in the provided project duration as stated in item 3 of this document, or fails to meet periodic schedules describing work sequence, or fails to comply with all appropriate local, federal, or state laws, rules and regulations, the City may, without prejudice to any other right or remedy and after giving the Contractor and his surety a maximum of seven (7) days from delivery of a written notice, declare the Contract in default, take possession of the project and of all equipment, tools, materials thereon owned by the Contractor and call upon the surety or appropriate legal recourse to finish the work by whatever method deemed expedient.

18. LAWS/SAFETY STANDARDS

The Contractor shall comply with all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Electrical Engineers for pressure vessels; the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the Contractor shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

Contractor must comply with *North Carolina Occupational Safety and Health Standards for General Industry, 29CFR 1910*. In addition, Contractor shall comply with all applicable occupational health and safety and environmental rules and regulations.

Contractor shall effectively manage their safety and health responsibilities including:

A. Accident Prevention

Prevent injuries and illnesses to their employees and others on or near their job site. Contractor managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.

B. Environmental Protection

Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

C. Employee Education and Training

Provide education and training to all contractors employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

19. APPLICABILITY OF NORTH CAROLINA PUBLIC RECORDS LAW

Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to the City by the Contractor are subject to the public records laws of the State of North Carolina and it is the responsibility of the Contractor to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. Contractor understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of this Contract conflict with this paragraph, the provisions of this section shall control.

20. MISCELLANEOUS

The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by the City for use in connection with the performance of this Contract, and will reimburse the City for the replacement value of its loss or damage. The Contractor shall keep the job sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the City. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the job sites, and completely prepare the project and site for use by the City.

The Contractor shall be considered to be an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the City.

This Contract may be amended only by written agreement of the parties executed by their authorized representatives.

21. RIGHT OF AUDIT AND EXAMINATION OF RECORDS

1. The City of Laurinburg may conduct an audit of Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this Contract. Such audits may be performed by a City's representative or an outside representative engaged by City. The City or its designee may conduct such audits or inspections throughout the term of this Contract and for a period of three years after final payment or longer if required by law.
2. In the event of such an audit, the City, or its designated representative, shall have the right to, without limitation, review and copy records; interview all current or former employees; and conduct verifications such as counting employees at the Construction Site, witnessing the distribution of payroll, verifying information and amounts through interviews and written confirmations with Contractor employees, field and agency labor, subcontractors, and vendors.

3. Contractor's, subcontractors' and sub-subcontractors' "records" shall upon reasonable notice be open to inspection and subject to audit and/or reproduction during normal business working hours. Contractor's "records" as referred to in this contract shall include any and all information, materials and data of every kind and character in hard copy and digital format, including without limitation, records; books; papers; documents; subscriptions; recordings; agreements; purchase orders; leases; contracts; commitments; arrangements; notes; daily diaries; superintendent reports; drawings; receipts; vouchers; memoranda; payroll records, cancelled payroll checks, subcontract files, including but not limited to proposals of successful and unsuccessful bidders, bid recaps, and negotiation notes; original bid estimates; estimating work sheets; correspondence; change order files, including documentation covering negotiated settlements; backcharge logs and supporting documentation; invoices and related payment documentation; general ledger; information detailing cash and trade discounts earned; insurance rebates and dividends and any and all other agreements, sources of information and matters that may in City's judgment relate to any matters, rights, duties or obligations under or covered by any Contract Document to the extent necessary to adequately permit evaluation and verification of any or all of the following:
 - (a) Compliance with contract requirements for deliverables;
 - (b) Compliance with approved plans and specifications;
 - (c) Compliance with City's business ethics expectations;
 - (d) Compliance with contract provisions regarding the pricing of change orders;
 - (e) Accuracy of contractor representations regarding the pricing of invoices; and
 - (f) Accuracy of contractor representations related to claims submitted by the contractor or any of his payees.
4. Contractor shall require all payees (e.g. subcontractors, material suppliers, insurance carriers) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Contractor and payee. Contractor shall ensure that all payees have the same right to audit provisions contained in this contract.
5. City's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract and shall be provided adequate and appropriate work space in order to conduct audits in compliance with this article.
6. If an audit inspection or examination in accordance with this article discloses overpricing or overcharges by the Contractor or Contractor's payee to the City in excess of one percent (1%) of the total contract billings, the Contractor shall make adjustments to the applicable charges and the actual cost of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or examination of records shall be made within ninety (90) days from presentation of City's findings to Contractor.

22. NOTICE TO CONTRACTOR REGARDING INTRUSIONS BEYOND PROJECT LIMITS

The Contractor and Owner (*City*) hereby acknowledge that the Owner has acquired permanent and temporary easements on private property for the construction of the Project, and that such easements, together with public street rights-of-way (and previously acquired easements or other property interests) comprise the sole areas where the Contractor is allowed to work on the Project, or to use for mobilization, access, staging, storage, and other purposes associated with the Project.

ANY OCCUPANCY OF OR INTRUSIONS ONTO PRIVATE PROPERTY OUTSIDE SUCH EASEMENTS OR RIGHTS-OF-WAY OWNED OR CONTROLLED BY THE CITY WILL CONSTITUTE A TRESPASS UPON PRIVATE PROPERTY, AND WILL LIKELY INVOLVE SERIOUS LEGAL CONSEQUENCES FOR THE CITY OF LAURINBURG.

Accordingly, the Contractor will be solely responsible for such actions, and hereby agrees to hold harmless and indemnify the City from all actions, claims, liabilities, and costs, including the payment of attorney's fees, arising from such actions. The Contractor further acknowledges that the City may deduct or set-off from payments otherwise due the Contractor under the Contract sums reasonably estimated to represent the City's liabilities or costs resulting from such trespass, occupancy or intrusions onto private property.

The only exception to the above stated limitations on the Contractor's work area will be in those instances where the Contractor has independently negotiated and secured agreements for temporary work and/or access privileges from Property Owners. Such agreements must be in writing, and a copy of any such agreement shall be provided to the City in advance of any use or occupancy of private property pursuant to the agreement. The terms of these agreements should clearly express to the Property Owner that the Contractor is seeking such use, occupancy, or access independently from the City of Laurinburg, and its Contract with the City of Laurinburg, and that the Contractor will be solely responsible for activities carried out on such areas.

23. E-VERIFY

Contractor shall comply with *E-Verify*, 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 and as in accordance with N.C.G.S. §64-25 *et seq.* In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this Contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 *et seq.* In cases of conflict between this Contract and any of the above incorporated attachments or references, the terms of this Contract shall prevail.

24. IRAN DIVESTMENT ACT CERTIFICATION

Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. §147-86.55, *et seq.* In compliance with the requirements of the Iran Divestment Act and N.C.G.S. §147-86.55, Contractor shall not utilize in performance of the contract any subcontractor that is identified on the Final Divestment List.

(THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY)

25. INCORPORATION OF DOCUMENTS/COMPLETE AGREEMENT

This Contract, and any documents incorporated below, represent the entire Contract between the parties and suspend all prior oral or written statements, agreements or Contracts.

Specifically incorporated into this Contract are the following attachments, or if not physically attached, are incorporated fully herein by reference:

- () Advertisement for Proposals
- () Contractor's Proposal
- () Procedure for NC Sales Tax Reporting
- () Non-Discrimination Assurances
- () Performance Bond (w/Power-of-Attorney)
- () Payment Bond (w/Power-of-Attorney)
- () Certificate of Insurance (inserted behind Page _____)
- () General Conditions
- () Special or Supplemental Conditions
- () Job Specifications
- () MWBE Affidavits/Documentation
- () Other (Describe)

This CONTRACT is entered into this _____ day of _____, 20____.

IN WITNESS WHEREOF, the Contractor has executed the foregoing with the signature(s) of its duly authorized officer(s), under seal, and the City has executed with the signature of its City Manager, attested by its City Clerk, with the official seal affixed, the day and year first above written.

CONTRACTOR:

CITY OF LAURINBURG

By:

By:

City Manager or Authorized Designee

Printed Name/Title

(If corporate)

ATTEST:

ATTEST:

By: _____

By: _____

City Clerk
(Affix Seal)

Printed Name/Title

(Affix Seal)

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

FINANCE OFFICER

(PLEASE COMPLETE ACKNOWLEDGMENTS)

(CORPORATE ACKNOWLEDGMENT)

STATE OF _____
COUNTY OF _____

This is to certify that on the _____ day of _____, 20__, before me personally came _____, with whom I am personally acquainted, who, being by me duly sworn, says that (s)he is the President and _____ is the Secretary of _____, Incorporated, the corporation described in and which executed the foregoing instrument; that (s)he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said Secretary and the said corporate seal was affixed, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of said corporation.

Witness my hand and official seal this _____ day of _____, 20__.

Notary Public

My Commission Expires:

(SEAL)



(CITY ACKNOWLEDGMENT)

STATE OF NORTH CAROLINA
COUNTY OF SCOTLAND

This is to certify that on the _____ day of _____, 20__, before me personally came Jennifer A. Tippett, with whom I am personally acquainted, who, being by me duly sworn, says that she is the City Clerk and Charles D. Nichols III, is the City Manager of the City of Laurinburg, the municipal corporation described in and which executed the foregoing; that she knows the corporate seal of said municipal corporation; that the seal affixed to the foregoing instrument is said corporate seal, and the name of the municipal corporation was subscribed thereto by the said City Clerk and that the said corporate seal was affixed, all by order of the governing body of said municipal corporation, and that the said instrument is the act and deed of said municipal corporation.

Witness my hand and official seal this _____ day of _____, 20__.

Notary Public

My Commission Expires:

(SEAL)

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public do hereby certify that
_____, personally appeared before me this day and
acknowledged the due execution of the foregoing instrument.

This the _____ day of _____, 20__.

Notary Public

My Commission Expires:

(SEAL)



(CITY ACKNOWLEDGMENT)

STATE OF NORTH CAROLINA
COUNTY OF SCOTLAND

This is to certify that on the _____ day of _____, 20__, before me personally came Jennifer A. Tippett, with whom I am personally acquainted, who, being by me duly sworn, says that she is the City Clerk and Charles D. Nichols III, is the City Manager of the City of Laurinburg, the municipal corporation described in and which executed the foregoing; that she knows the corporate seal of said municipal corporation; that the seal affixed to the foregoing instrument is said corporate seal, and the name of the municipal corporation was subscribed thereto by the said City Clerk and that the said corporate seal was affixed, all by order of the governing body of said municipal corporation, and that the said instrument is the act and deed of said municipal corporation.

Witness my hand and official seal this _____ day of _____, 20__.

Notary Public

My Commission Expires:

(SEAL)

(PARTNERSHIP ACKNOWLEDGEMENT)

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public do hereby certify that _____, general partner of _____, personally appeared before me this day and acknowledged the execution, with proper authorization, of the foregoing instrument, all in accordance with partnership instruments recorded in Book _____, Page _____, in the _____ County Registry, and that the instrument is the act and deed of the partnership.

This the _____ day of _____, 20__.

Notary Public

My Commission Expires:

(SEAL)



(CITY ACKNOWLEDGMENT)

STATE OF NORTH CAROLINA
COUNTY OF SCOTLAND

This is to certify that on the _____ day of _____, 20__, before me personally came Jennifer A. Tippett, with whom I am personally acquainted, who, being by me duly sworn, says that she is the City Clerk and Charles D. Nichols III, is the City Manager of the City of Laurinburg, the municipal corporation described in and which executed the foregoing; that she knows the corporate seal of said municipal corporation; that the seal affixed to the foregoing instrument is said corporate seal, and the name of the municipal corporation was subscribed thereto by the said City Clerk and that the said corporate seal was affixed, all by order of the governing body of said municipal corporation, and that the said instrument is the act and deed of said municipal corporation.

Witness my hand and official seal this _____ day of _____, 20__.

Notary Public

My Commission Expires:

(SEAL)

(LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT)

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public for said State and County, do hereby certify that _____, Manager of _____, personally appeared before me this day and acknowledged the execution of the foregoing instrument, with proper authorization, on behalf of the company.

This the ____ day of _____, 20__.

Notary Public

My Commission Expires:

(SEAL)



(CITY ACKNOWLEDGMENT)

STATE OF NORTH CAROLINA
COUNTY OF SCOTLAND

This is to certify that on the ____ day of _____, 20__, before me personally came Jennifer A. Tippett, with whom I am personally acquainted, who, being by me duly sworn, says that she is the City Clerk and Charles D. Nichols III, is the City Manager of the City of Laurinburg, the municipal corporation described in and which executed the foregoing; that she knows the corporate seal of said municipal corporation; that the seal affixed to the foregoing instrument is said corporate seal, and the name of the municipal corporation was subscribed thereto by the said City Clerk and that the said corporate seal was affixed, all by order of the governing body of said municipal corporation, and that the said instrument is the act and deed of said municipal corporation.

Witness my hand and official seal this ____ day of _____, 20__.

Notary Public

My Commission Expires:

(SEAL)

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF SCOTLAND

NOW COMES Affiant, first being sworn, deposes and says as follows

1. I have submitted a bid for Contract or desire to enter into a Contract with the City of Laurinburg;

2. As part of my duties and responsibilities pursuant to said bid and/or Contract, I attest that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

___ After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

___ I employ less than twenty-five (25) employees in the State of North Carolina.

3. As part of my duties and responsibilities pursuant to said bid and/or Contract, I attest that to the best of my knowledge any subcontractors employed as a part of this bid and/or Contract are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

___ After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

___ Employ less than twenty-five (25) employees in the State of North Carolina.
Specify subcontractor: _____

This the ____ day of _____, 20__.

Affiant

Sworn to and subscribed before me, this the ____ day of _____, 20__.

[OFFICIAL SEAL]

_____, Notary Public

My Commission Expires: _____

Bid/RFP/RFQ Number (if applicable): _____

Name of Supplier or Bidder: _____

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 143C-6A-5(a)**

As of the date listed below, the supplier or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the supplier or bidder listed above to make the foregoing statement.



Signature Date

Printed Name Title

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer’s Final Divestment List.

The State Treasurer’s Final Divestment List can be found on the State Treasurer’s website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

**INFORMATION FOR BIDDERS REGARDING COMPLIANCE WITH THE CITY OF LAURINBURG'S
MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) PROGRAM**

Minority and Woman Owned Business Enterprise (MWBE) Participation

Minority Business Participation Program:

The City of Laurinburg will have a policy and verifiable percentage goal of 10% for participation by minority business in the awarding of building construction contracts in the formal (HUB) range for projects over \$300,000 or \$100,000 if using State funds.

In December 2001, the North Carolina General Assembly enacted Chapter 496 of the 2001 Session Laws and modified several sections of State Law relating to bid and purchasing practices by local governments. Those amendments specify certain responsibilities that Local Governments are to assume regarding the recruitment of minority business participation in building construction contracts. Therefore, the City will commit to a verifiable percentage goal of 10% for formal building construction projects and require bidders to undertake the good faith efforts to recruit minority subcontractors as specified below:

- a. Developing and implementing a minority business participation outreach plan to identify minority businesses that can perform public building projects and implement outreach efforts to encourage minority business participation in these projects.
- b. Attending the scheduled pre-bid conferences.
- c. At least 10 days prior to the scheduled day of bid opening, notifying minority businesses that have requested notices from the public entity for public building construction or repair work and minority businesses that otherwise indicated to the Office of Historically Underutilized Business and interest in the type of work being bid or potential contracting opportunities listed in the proposal. The notification shall include the following:
 1. A description of the work for which the bid is being solicited.
 2. The date, time, and location where bids are to be submitted.
 3. The name of the individual within the public entity who will be available to answer questions about the project.
 4. Where bid documents may be reviewed.
 5. Any special requirements that may exist.
- d. Utilizing other media, as appropriate, likely to inform potential minority businesses of the bid being sought.
- e. Requiring bidders to undertake the good faith efforts to the extent required by the Secretary of Administration on projects subject to the new law.

The City encourages all employees and contractors involved with the purchase of goods and equipment, construction and repair, professional services, and other procurement contracts to commit to a good faith effort for minority participation. However, nothing in this policy nor the guidelines or goals set forth shall be construed to require the City or its contractors to award contracts to minority businesses who do not submit the lowest responsible and responsive bid.

NONDISCRIMINATION AGREEMENT

This agreement is made and executed this ___ day of _____, 20____, by and between the undersigned.

To the extent permitted by North Carolina law, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Contract.

This agreement shall be binding on the successors and assigns of the parties with reference to the subject matter of this contract.

(Use the following form for signatures by a CORPORATION):

(Corporate Name)

ATTEST:

(Assistant) Secretary

By: _____
(Vice) President

(AFFIX CORPORATE SEAL)

(Use the following form for signatures by an INDIVIDUAL):

By: _____ (SEAL)

WITNESS:

AFFIDAVIT A
Listing of Good Faith Effort
****SUBMIT WITH BID****

County of _____ Affidavit of _____
(Name of Bidder)

I have made a good faith effort to comply under the following areas checked:
(A minimum of 50 points must be obtained in order to have achieved a "good faith effort")

- 1-Contacted Certified MWBE 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.**
Value= 10 points.
- 2-Made the construction plans, specifications and requirements available for review by prospective Certified MWBE businesses, or providing these documents to them at least 10 days before the bids are due. Value=10 points.**
- 3-Broken down or combined elements of work into economically feasible units to facilitate Certified MWBE business participation.**
Value = 15 points.
- 4-Worked with Certified MWBE businesses trade, community, or contractor organizations identified by the MWBE Program and included in the bid documents that provide assistance in recruitment of Certified MWBE businesses.**
Value=10 points.
- 5-Attended pre-bid meetings schedule by the public owner.**
Value=10 points.
- 6-Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.**
Value=20 points.
- 7-Negotiated in good faith with interested Certified MWBE businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a Certified MWBE business based on lack of qualification should have the reasons documented in writing.**
Value =15 points.
- 8-Provided assistance to an otherwise Certified MWBE businesses 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 Certified MWBE businesses in obtaining the same unit pricing with the bidder's suppliers in order to help Certified MWBE businesses in establishing credit.**
Value=25 points.
- 9-Negotiated joint venture and partnership arrangements with Certified MWBE businesses in order to increase opportunities for Certified MWBE businesses participation on a public construction or repair project when possible.**
Value =20 points.
- 10-Provided quick pay agreements and policies to enable Certified MWBE business contractors and suppliers to meet cash flow demands.**
Value=20 points.
- TOTAL POINTS OBTAINED _____.**

In accordance with GS143-128.2 (d) the undersigned will enter into a formal agreement with the firms listed on the Identification of Certified MWBE Participation schedule conditional upon execution of a contract with the Owner. 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 MWBE Program commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____
Signature: _____
Title: _____

State of North Carolina, County of _____
Subscribed and sworn to before me this _____ day of _____ 20____
Notary Public _____ My commission expires _____

SEAL

AFFIDAVIT B
Intent to Perform Contract with Own Workforce
****SUBMIT WITH BID****

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 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 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: _____

Date: _____

State of North Carolina, County of _____

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

Notary Public _____ My commission expires _____

SEAL

AFFIDAVIT C

Portion of the work to be performed by Certified MWBE Businesses

****This form is to be submitted only by the apparent lowest responsible, responsive bidder****

County of _____

If the portion of the work to be work to be executed by Certified MWBE Businesses as defined in GS 143-128.2 (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)

_____ Total Project Bid \$ _____ Bid Date _____
(Project Name)

I will expend a minimum of ____% to minority and ____% to non-minority women of the total dollar amount of this contract. Total dollar value of Certified MWBE businesses is \$ _____ for a total of ____ % of this contract. The Certified MWBE 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).

Business Name, Phone #, Email	Work Type	MWBE	Certified NCHUB/NCDOT-DBE	Dollar Value	%

***Certified MWBE Business Program Categories:**

American Indian (AI), Asian American (AA), Black, African American (B), Hispanic (H), Non-minority female (NMF) Socially and Economically Disadvantaged (D)

Pursuant to GS 143-128.2 (d), the undersigned will enter into a formal agreement with Certified MWBE Business Program 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.

Bidder must submit the Certified Subcontractor Payment with each payment request and final payment to the Project Manager.

Bidder must submit a Request to Change a Certified MWBE Subcontractor form to the Project Manager if necessary to replace/discontinue a MWBE Subcontractor.

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: _____
Date: _____

State of North Carolina, County of _____
Subscribed and sworn to before me this _____ day of _____ 20____
Notary Public _____ My commission expires _____ SEAL

**AFFIDAVIT D
Good Faith Efforts**

This form is to be submitted only by the apparent lowest responsible, responsive bidder

County of _____

If the goal of 10% participation by Certified MWBE Businesses **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 the attached documentation
(Name of Bidder) is true and accurate presentation of my good faith efforts.

_____ Total Project Bid \$ _____ Bid Date _____
(Project Name)

I will expend a minimum of _____% to minority and _____% to non-minority women of the total dollar amount of this contract. Total dollar value of Certified MWBE businesses is \$_____ for a total of _____% of this contract. The Certified MWBE 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).

Business Name, Phone #, Email	Work Type	*MWBE	Certified NCHUB/NCDOT-DBE	Dollar Value	%

*Certified MWBE Business Program Categories:

American Indian (AI), Asian American (AA), Black, African American (B), Hispanic (H), Non-minority female (NMF) Socially and Economically Disadvantaged (D)

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Certified MWBE Firm 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.

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) Certified MWBE businesses from the source list provided by NCState HUB Office, NCDOT-DBE Office or the City of Laurinburg 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 Certified MWBE business 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 Certified MWBE business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of the pre-bid roster.
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for Certified MWBE business.
- H. Letter detailing reasons for rejections of Certified MWBE business due to lack of qualification.
- I. Letter documenting proposed assistance offered to Certified MWBE 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.

Bidder must submit the Certified Subcontractor Payment with each payment request and final payment to the Project Manager.

Bidder must submit a Request to Change a Certified MWBE Subcontractor form to the Project Manager if necessary to replace/discontinue a MWBE Subcontractor.

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: _____

Date: _____

State of North Carolina, County of _____

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

Notary Public _____ My commission expires _____

SEAL

CERTIFIED SUBCONTRACTOR PAYMENT FORM

****SUBMIT WITH EACH PAYMENT REQUEST AND FINAL PAYMENT****

City of Laurinburg MWBE Report For Subcontractor Payments

Prime Contractor: _____

City of Laurinburg Contract Number: _____

Address: _____

City of Laurinburg Project Manager Name: _____

Total Contract Amount: _____

Prime Contractor's Pay Application Number: _____

Thru Date: _____

The Prime Contractor shall list below all payments for work completed by MWBEs including amounts requested for this pay application period.

MWBE Subcontractor Name	Contact Person Name	Contact Phone	Description of Work Being Performed	Total Subcontract Amount	% Of Total Contract	Amount Completed Previously	Amount Request This Period	Amount Paid To Date	% Of Total Subcontract Amount Completed	MWBE	PROJECT COMPLETED DATE
Totals:											

MWBE Categories: American Indian (AI), Asian American (AA,) Black African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially and Economic Disadvantaged (D)

Date: _____

Submitted By: _____

Title: _____

Signature: _____

REQUEST TO CHANGE A CERTIFIED MWBE SUBCONTRACTOR

Project Name: _____
Prime Contractor: _____ Contact Name: _____
Phone #: _____ Email Address: _____
Project Manager Name: _____ Division: _____

Will this request change the dollar amount of the contract? Yes ___ No ___ If yes,
Original total contract amount \$ _____ and proposed total contract: \$ _____

The proposed request will do the following to overall MWBE participation (please check one):
Increase ___ Decrease ___ No Change ___
Name current MWBE subcontractor: _____
Service provided: _____

Proposed Action:

___ Replace MWBE subcontractor
___ Perform work in-house

You must provide one of the following reasons (Please check applicable reason):

- ___ The listed MWBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract.
- ___ The listed MWBE is bankrupt or insolvent.
- ___ The listed MWBE fails or refuses to perform his/her subcontract or furnish the listed materials.
- ___ The work performed by the listed subcontractor is unsatisfactory according to industry standards and is not in accordance with the plans and specifications; or the subcontractor is substantially delaying or disrupting the progress of the work.
- ___ Other. Explain on company letterhead.

Name of replacement subcontractor: _____

Is the subcontractor a certified MWBE? ___ Yes ___ No

If no, please attach documentation of outreach efforts employed by the firm to utilize an MWBE.

Dollar amount of amended subcontractor \$ _____ MWBE _____%

Printed Name

Title

Date

Interoffice Use Only:

Approval ___ Yes ___ No
Date _____
Signature _____

PERFORMANCE BOND FOR CONTRACT

NOW ALL MEN BY THESE PRESENTS, that we, _____
_____ the PRINCIPAL, hereinafter called Principal, and _____
_____ as SURETY, hereinafter
called Surety, and the above named, are held and firmly bound unto the City of Laurinburg, hereinafter called
the City, in the penal sum of \$ _____ DOLLARS
(\$ _____) the amount stated above for the payment of which sum well and truly to be made,
we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain
Contract with the City, numbered as shown above and hereto attached;

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings,
covenants, terms, conditions and agreements of said Contract during the original term of said Contract and any
extensions thereof that may be granted by the City, with or without notice to the Surety, and during the life of
any guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings,
covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that
may hereafter be made, notice of such modifications to the Surety being hereby waived, then this obligation to
be void; otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the above-mentioned parties have executed this instrument under their several
seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and
these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Signed and sealed this _____ day of _____, 20___. **(To be dated by the City)**

(ATTACHED POWER OF ATTORNEY, IF APPLICABLE)

ATTEST: _____
By: _____
(Indicate Capacity)
PRINCIPAL

Secretary (AFFIX CORPORATE SEAL IF APPLICABLE)

ATTEST: _____
By: _____
(Indicate Capacity)
SURETY

STATE OF _____
COUNTY OF _____

Personally appeared before me the undersigned Notary Public, _____, who, being first duly sworn, acknowledged the due execution of the foregoing instrument for the purpose therein stated.

Witness my hand and notarial seal this the ____ day of _____, 20__.

Notary Public
(SEAL)

My Commission Expires:

(CORPORATE ACKNOWLEDGMENT)

STATE OF _____
COUNTY OF _____

This is to certify that on the ____ day of _____, 20__, before me personally came _____, with whom I am personally acquainted, who, being by me duly sworn, says that (s)he is the President and _____ is the Secretary of _____, Incorporated, the corporation described in and which executed the foregoing instrument; that (s)he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said Secretary and the said corporate seal was affixed, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of said corporation.

Witness my hand and official seal this ____ day of _____, 20__.

Notary Public

My Commission Expires:

(SEAL)

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public duly commissioned and qualified to act in _____ County, State of _____ do hereby certify that _____, Attorney-in-Fact for _____, a corporation, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and attached Bond, duly sworn, says that he executed the foregoing and attached Bond, dated _____, _____, for and in behalf of _____, as Surety and that his authority to execute and acknowledge said Bond is contained in an instrument duly executed, acknowledged, and recorded in the Office of Register of Deeds of _____ County, State of _____, on the _____ day of _____, _____, being recorded in Book Number _____, Page _____, of said Registry, and that the foregoing and attached Bond was executed under and by virtue of the authority given by said instrument granting him, the said _____, power of attorney; and that the said _____, Attorney-in-Fact, acknowledged the due execution of the foregoing and annexed Bond for the purpose therein expressed for and in behalf of said _____.

Witness my hand and notarial seal, this _____ day of _____, 20__.

Notary Public

My Commission Expires:

(SEAL)

PAYMENT BOND FOR CONTRACT

KNOW ALL MEN BY THESE PRESENTS, that we, _____
_____ the PRINCIPAL, hereinafter called Principal, and _____
_____ as SURETY, hereinafter called
Surety, and the above named, are held and firmly bound unto the City of Laurinburg, hereinafter called the City,
in the penal sum of _____ DOLLARS (\$_____))
the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain
Contract with the City as referenced above and hereto attached;

NOW, THEREFORE, if the principal shall promptly make payment to all person supplying labor and
material in the prosecution of the work provided for in said Contract, and any and all duly authorized
modifications of said Contract that may hereafter be made, notice of which modifications to the surety being
hereby waived, then this obligation to be void; otherwise it shall remain in full force and effect.

IN WITNESS THEREOF, the above bound parties have executed this instrument under their several seals
on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these
presents duly signed by its undersigned representatives pursuant to authority of this governing body.

Signed and sealed this ____ day of _____, 20__ . (To be dated by the City)

(ATTACH POWER OF ATTORNEY, IF APPLICABLE)

ATTEST: By: _____
(Indicate Capacity)
PRINCIPAL

Secretary (AFFIX CORPORATE SEAL IF APPLICABLE)

ATTEST: By: _____
(Indicate Capacity)
SURETY

STATE OF _____
COUNTY OF _____

Personally appeared before me to the undersigned Notary Public, _____, who, being first duly sworn, acknowledged the due execution of the foregoing instrument for the purpose therein stated.

Witness my hand and notarial seal this the ____ day of _____, 20__.

Notary Public

My Commission Expires:

(SEAL)

(CORPORATE ACKNOWLEDGMENT)

STATE OF _____
COUNTY OF _____

This is to certify that on the ____ day of _____, 20__, before me personally came _____, with whom I am personally acquainted, who, being by me duly sworn, says that (s)he is the President and _____ is the Secretary of _____, Incorporated, the corporation described in and which executed the foregoing instrument; that (s)he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said Secretary and the said corporate seal was affixed, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of said corporation.

Witness my hand and official seal this ____ day of _____, 20__.

Notary Public

My Commission Expires:

(SEAL)

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public duly commissioned and qualified to act in _____ County, State of _____, do hereby certify that _____, Attorney-in-Fact for _____, a corporation, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and attached Bond, dated _____, _____, for and in behalf of _____, as Surety and that his authority to execute and acknowledge said Bond is contained in an instrument duly executed, acknowledged, and recorded in the Office of Register of Deeds of _____ County, State of _____, on the _____ day of _____, _____, being recorded in Book Number _____, Page _____, of said Registry, and that the foregoing and attached Bond was executed under and by virtue of the authority given by said instrument granting him, the said _____, power of attorney; and that the said _____, Attorney-in-Fact, acknowledged the due execution of the foregoing and annexed Bond for the purpose therein expressed for and in behalf of said _____.

Witness my hand and notarial seal, this _____ day of _____, 20__.

Notary Public

My Commission Expires:

(SEAL)

**PROCEDURE FOR REPORTING NORTH CAROLINA
SALES TAX EXPENDITURES ON CITY OF LAURINBURG 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.

(REQUIRED AT TIME OF FINAL PAYMENT)

AFFIDAVIT

RFP-2018-2

ANNUAL RESURFACING PROJECT

City of Laurinburg Project No. **RFP- 2018-2**

State of North Carolina

County of Scotland

In the State of North Carolina, County of _____, being duly sworn, deposes and says that they are _____ of _____ and that they have full and official knowledge of all and every debt and obligation for labor and materials which have entered into and become a part of the public facilities constructed under City of Laurinburg Project Number **RFP- 2018-2**; and, acting in their official capacity, and for the specific purpose of obtaining the funds due on this final estimate, they further depose and say that all debts or obligations for such labor and materials have been fully and completely paid and discharged in good and lawful money of the United States of America or by evidence of exchange or trade acceptances endorsed and guaranteed by a solvent National or State bank, and that there are no suits for damages against the Contractor, pending, prospective or otherwise, in consequence of their operations on the said project except as follows:

In witness whereof they have set their hand and seal,

I, _____, a notary public of the County and State aforesaid, hereby certify that _____ personally known to me to be the affiant in the foregoing affidavit, personally appeared before me this day and having been by me duly sworn, deposes and says that the facts set forth in the above affidavit are true and correct.

Witness my hand and official seal this the _____ day of _____, 20__.

Notary Public

My Commission Expires:

(SEAL)

STREET RESURFACING LIST

ANNUAL RESURFACING PROJECT

RFP-2018-2

1. Bundy Lane – US 74 Business/W Church Street to Franklin Street
2. Carver Street – Wall Street to McGirts Bridge Road
3. East Vance Street – US 15-501 Business/South Main Street to South Caledonia Road
4. Hall Street – US 74 Business/E Church Street to Stewartsville Road
5. Hillside Avenue – North King Street to Gill Street
6. King Street – McLean Street to US 74 Business/W Church Street
7. Marcellus Street – Melton Street to Washington Street

STREET RESURFACING LIST WITH ESTIMATED QUANTITIES

ANNUAL RESURFACING PROJECT

RFP-2018-2

1. Bundy Lane – US 74 Business/W Church Street to Franklin Street
Estimated 3,033 Sq. Yds.
2. Carver Street – Wall Street to McGirts Bridge Road
Estimated 5,750 Sq. Yds.
3. East Vance Street – US 15-501 Business/South Main Street to South Caledonia Road
Estimated 7,050 Sq. Yds.
4. Hall Street – US 74 Business/E Church Street to Stewartsville Road
Estimated 10,100 Sq. Yds.
5. Hillside Avenue – North King Street to Gill Street
Estimated 7,800 Sq. Yds.
6. King Street – McLean Street to US 74 Business/W Church Street
Estimated 1,953 Sq. Yds.
7. Marcellus Street – Melton Street to Washington Street
Estimated 5,283 Sq. Yds.

SCHEDULE OF PRICES

ANNUAL RESURFACING PROJECT

RFP-2018-2

Item No.	Item Description	Quantity	Unit	Unit Bid Price	Bid Amount
	RESURFACING				
1	1" BITUMINOUS CONCRETE SURFACE PAVING (FS 9.5A) = I-2	40,970	SY		
2	ASPHALT USED FOR LEVELING/WIDENING	100	TON		
3	ADJUST MANHOLES	N/A			To be performed by City
4	ADJUST VALVE BOXES	N/A			To be performed by City
	SUBTOTAL				
TOTAL BID AMOUNT:					

GENERAL CONDITIONS

1. Definitions:

- (a) The Contract documents shall consist of the Contract, the accepted Proposal, the General Conditions of the Contract, and the Drawings and Specifications, including all modifications thereof incorporated in the documents before their execution.
- (b) Whenever the term "Contractor" is used, it shall be understood as referring to the General Contractor, subcontractor, and all other contractors or their duly authorized agent to whom the work here described is awarded by Contract.
- (c) Whenever the term "Resurface" or "Resurfacing" is used, it shall be understood to mean all work associated with the Contract, including but not limited to utility adjustments, milling, patching, and asphalt overlay.
- (d) Whenever the term "Transportation Director" is mentioned, it is understood to mean the Public Utilities Director of Laurinburg, North Carolina, his assistant or duly authorized agent. The Public Utilities Director shall make all necessary explanations as to the meaning and intent of the Specifications and may correct any errors or omissions in same, which is necessary for the proper fulfillment of its intentions.
- (e) Whenever the term "City" is used, it is to mean the City of Laurinburg, North Carolina.
- (f) The term "Work" of the Contractor or subcontractor includes labor or materials, or both, equipment, transportation, or other facilities necessary to complete the Contract.
- (g) The "North Carolina Department of Transportation Standard Specifications for Roads and Structures", latest edition shall be considered a part of these specifications in instances to which they are referred. The "North Carolina Department of Transportation Policies Procedures", for 2002 accommodating utilities on highway right-of-way shall be considered a part of these specifications in instances to which they are referred.

2. Bidders Disqualification:

- 2.01 That the City Manager may disqualify bidders from participation in bidding and award of Contracts for city construction projects based on the following conditions existing simultaneously:
 - A. The dollar value of the work completed is less than the dollar value of the work which should have been completed on the basis of the contractor's approved progress schedule by more than twenty percent of the current Contract amount. The dollar amount of the work completed will be the total estimate to date shown in the latest partial pay estimate. The current Contract amount will be the Contract estimate plus accumulated overruns and less accumulated underruns shown in the latest partial pay estimate.
 - B. The percentage of the work completed is less than the percentage of Contract time elapsed on the work by more than twenty percent. The percentage of work completed will be the dollar value of the work complete as defined above divided by the current Contract amount as defined above. The percentage of Contract time elapsed will be the number of calendar days elapsed as shown in the latest partial pay estimate divided by the total Contract time in calendar days.

- 2.02 The City Manager shall not include any late days which are caused by the City in any of his calculations directed at determining bid status.
- 2.03 Any contractor who wishes to contest the decision of the City Manager declaring ineligibility may appeal to the City Council by delivering a notice of appeal to the City Clerk no later than ten days after receipt of the City Manager's decision. The notice of appeal shall clearly set out the reasons why the Contractor believes that the terms of this Resolution have been inappropriately applied or the equitable arguments for not applying this Resolution's terms. When considering an appeal the City Council shall consider, among other things, the report of the City Manager, the notice of appeal, and the Contractor's current status on any other current City Contracts and its performance on any other Contracts to which the Contractor and the City have been parties to within the two calendar years immediately preceding the filing of the notice of appeal.
- 2.04 Bidders so disqualified shall remain disqualified for any period in which they are still in conflict with the schedule provisions of this article.
3. **Intent of Documents:**
The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. It is not intended, however, that materials or work not covered by or properly inferable from any heading, branch, class or trade of the Specifications shall be supplied unless distinctly so noted on the drawings. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.
4. **Detail Drawings and Instructions:**
The Transportation Director shall furnish with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract documents, true developments thereof, and reasonably inferable therefrom.
5. **Progress Schedule:**
The Contractor shall submit for approval by the Transportation Director prior to the pre-construction conference, a carefully prepared progress schedule, showing the proposed dates of starting and completing each of the various operations of the work. Also, a progress schedule which specifically addresses the completion of streets to be resurfaced shall be submitted. **This schedule shall reflect a minimum of 10% of the total streets to be completed in the first full month of the Contract.** This schedule can be combined with the above-mentioned schedule or separate. This schedule of completed streets and tons will be utilized on a monthly basis for assessment based on the Contractor's progress in comparison with the approved progress schedule. If applicable, liquidated damages will be deducted on a monthly basis based on the approved project schedule. The progress schedule shall be in graphic form and if required, in accordance with the form supplied by the City.
6. **Contractor's Understanding:**
It is understood and agreed that the Contractor has, by careful examination satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of the Contract shall affect or modify any terms or obligations herein contained.

7. **Superintendence by Contractor:**

Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the City of Laurinburg on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and prosecution of the work.

8. **Materials, Appliances, Employees:**

Unless otherwise specified, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

9. **Technical Specifications and Drawings:**

Anything mentioned in the Technical Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Technical Specifications shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the City of Laurinburg without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

10. **Royalties and Patents:**

The Contractor shall pay all royalties and patent fees. He shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof, except that the city shall be responsible for such loss when a particular process or the product of a particular manufacturer or manufacturers 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 Transportation Director.

11. **Permits:**

Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor unless otherwise stipulated.

Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City unless otherwise stipulated.

12. **Protection of Work and Property:**

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the City's and private property from injury or loss arising in connection with this Contract. He shall make good any such damages, injury or loss, except such as may directly be due to errors in the Contract documents or caused by agents or employees of the City.

13. **Cooperation with Utility Owners:**

Prior to the beginning of construction, the City will notify all utility owners known to have facilities affected by the construction of the project. The Contractor shall coordinate the schedule with the utility owners for the necessary adjustments of all affected public or private utility facilities. The utility adjustments may be made either before or after the beginning of construction of the project. The

adjustments will be made by the utility owner or his representative or by the Contractor when such adjustments are part of the work covered by his Contract.

The Contractor shall use special care in working around and near all existing utilities that are encountered during construction, protecting them where necessary so that they will give uninterrupted service. The Contractor shall call the agency concerned for location of all utilities and shall be responsible for any damage to existing utilities and structures resulting from his work around these utilities or structures.

The Contractor shall cooperate with the utility owner, and/or the owner's representative in the adjustment or placement of utility facilities when such adjustment or placement is made necessary by the construction of the project or has been authorized by the City.

In the event that utility services are interrupted by the Contractor, the Contractor shall promptly notify the owners and shall cooperate with the owners and/or the owner's representative in the restoration of service in the shortest time possible.

Existing fire hydrants shall be kept accessible to fire department personnel at all times.

Prior to submitting his bid, the Contractor shall make his own determination as to the nature and extent of the utility facilities, including proposed adjustments, new facilities, or temporary work to be performed by the utility owner or his representative; and as to whether or not any utility work is planned by the owner in conjunction with the project construction. The Contractor shall consider in his bid all of the permanent and temporary utility facilities in their present or relocated positions, whether or not specifically shown on the plans or covered in the project special provisions. It will be the Contractor's responsibility to anticipate any additional costs to him resulting from such utility work and to reflect these costs in his bid for the various items in the Contract.

Where changes to utility facilities are to be made solely for the convenience of the Contractor, it shall be the Contractor's responsibility to arrange for such changes and the Contractor shall bear all costs of such changes.

14. Inspection of Work:

The Transportation Director and his representatives shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide facilities for such access and for inspection.

If the specifications, the Transportation Director's instructions, laws, or ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give the Transportation Director timely notice of its readiness for inspection. Inspections by the Transportation Director shall be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Transportation Director, it must, if required by the Transportation Director, be uncovered for examination at the Contractor's expense.

15. Changes in Work:

The City, without invalidating the Contract, may order extra work or make changes by altering, adding or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that any claims for extension of time caused thereby shall be adjusted at the time ordering such changes, as mutually agreed upon by the City and Contractor. As long as additional work does not exceed original estimates, additional days will not be granted.

The value of any such extra work or change shall be determined by the unit prices named in the Contract, up to but not exceeding 25% of the original Contract total price.

For extra work which exceeds 25% of the original Contract total, the value of any such extra work or change shall be determined in one or more of the following ways:

- (a) By estimate and acceptance of a lump sum.
- (b) By unit prices named in the Contract or subsequently agreed upon.
- (c) By cost and percentage or by cost and a fixed fee.

16. Conformity with Plans and Specifications:

All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the plans, or indicated in the specifications.

In the event the Transportation Director finds the materials or the finished product in which the materials are used not within reasonably close conformity with the plans and specifications but that reasonably acceptable work has been produced, he will then make a determination if the work is to be accepted and remain in place. If the Transportation Director agrees that the work is to be accepted, he will have the authority to make such adjustment in Contract price as he deems warranted based upon sound engineering judgment and the final estimate will be paid accordingly.

In the event the Transportation Director finds the materials or the finished product in which the materials are used or the work performed are not in reasonably close conformity with the plans and specifications and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by the Contractor at no cost to the City.

17. Liquidated Damages and Delays:

- a. Liquidated Damages. If the work cannot be completed within the time stipulated in the Contract, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the City of Laurinburg, a fixed and agreed amount, as liquidated damages for each calendar day of delay, until the work is completed, the amount as set forth in the Contract and the Contractor and his sureties shall be liable to the City of Laurinburg for the amount thereof.
- b. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:
 - (1) Any act or omission of the City outside the scope of the Contract, including extra work; acts of God; unusually severe and abnormal weather conditions; acts of any other contractor in the performance of work for the City; or other conditions, events, or circumstances beyond the control and without the fault or negligence of the Contractor, which the Contractor could not have reasonably anticipated; or
 - (2) Any delay of any Subcontractor occasioned by any of the causes specified in subparagraph (1) above.

Provided, however, the Contractor shall provide written notice to the Transportation Director within ten (10) days from the occurrence, condition, event, or other cause which is claimed to have delayed the completion of the work. Such notice shall state what effect, if any, such occurrence, condition, event, or other cause is claimed to have upon the time for completing the Contract work, and shall state in what respects, if any, the Contract completion deadline should be revised, and the reasons therefore. No claim by the Contractor for an extension of time for completion shall be considered unless notice of such delay claim is given the City in accordance with the provisions of this subparagraph.

- c. No Damages for Delays. The City shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against the City for, any damages, costs, or expenses of any nature occasioned by delays, work disruptions or interference, changes in work sequence, work suspension or rescheduling arising from any act or omission of the City outside the scope of the Contract, acts of God, unusually severe and abnormal weather conditions, or other causes beyond the Contractor's control, it being understood and agreed that the Contractor's sole and exclusive remedy in the event of his inability to achieve completion by the Contract deadline due to claimed delays shall be an extension of the Contract schedule, but only if a claim for such extension is properly made in accordance with the provisions of subparagraph (b) above.

18. **Opening Sections of Project to Traffic:**

The City of Laurinburg, at its election, may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the technical specifications; and if, in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodations for which it was intended. On such sections which are open, the Contractor shall conduct the remainder of his operations so as to cause the least obstruction to traffic. The Contractor shall not be relieved of his liability or responsibility, shall not receive any additional compensation due to the added cost of the work, nor shall he receive any extension of the completion date, by reason of such openings.

The Contractor shall not be responsible for any maintenance cost due directly to the use of such sections. The period of guarantee stipulated in Section 51 – Guarantee of Work, shall not begin to run until the date "of release of final inspection punch list items" for all work which the Contractor is required to construct under this Contract.

19. **City's Right to Do Work:**

If the Contractor should neglect to prosecute the work promptly or fail to perform any provisions of the Contract, the City, after 24 hours written notice to the Contractor, may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

20. **Correction of Work Before Final Payment:**

Before issuing final payment, the Contractor shall promptly remove from the premises all materials condemned by the Transportation Director as failing to conform with the Contract, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the City and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

21. **Final Inspection, Clean Up and Project Final Acceptance:**

21.01 Final Inspection

- a. When the improvements contained in this Contract are substantially completed, the Contractor shall notify the Transportation Director in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice shall be given at least ten (10) days prior to the date stated for final inspection and bear the signed concurrence of the representative of the Transportation Director having charge of the inspection. If the Transportation Director determines that the status of the improvements are accurately represented, the Transportation Director will make the arrangements necessary to have the final inspection on the date stated in the notice, or soon thereafter as is practicable. The Final Inspection Team will include the Transportation Director's representatives and the Contractor. The Final Inspection Team may also include representatives of each or any department of the City of Laurinburg as well as a representative of the North Carolina Department of Transportation.

- b. The Final Inspection Team, on the date agreed upon in 21.01(a), shall make a thorough visual inspection to insure that the project is satisfactorily completed according to the plans and specifications of the Contract and that all clean-up work is complete.
- c. The Final Inspection Team, following the final inspection, shall prepare a written list of the deficient items and clean-up work that needs to be corrected before the issuance of the Final Acceptance Document. The list shall include a reasonable period of time, agreed upon with the Contractor, allowing for the completion of the deficient items and clean-up work. A copy of the list shall be mailed to the Contractor.

21.02 Clean Up Work

Clean up work shall include removal of resurfacing materials and debris, and trash in the medians, rights-of-way, and driveways of the project and intersecting streets.

21.03 Project Final Acceptance

The Contractor, after finishing all clean-up work and correction of all deficient items, shall notify the appropriate party on the Inspection Team to make a final inspection of the project. If the Final Inspection Team, during its inspection finds that the deficient items and clean-up work have been satisfactorily completed according to the terms of this Article and the contract specifications, then the Final Inspection Team recommends to the Transportation Director 's Representative to issue the Final Acceptance Document.

22. Payments to Contractor and Retainage:

22.01 Partial Payments

- a. Partial payment will be based upon progress estimates prepared by the Transportation Director once each month on the date established by the Transportation Director.
- b. Monthly or partial payments made by the City of Laurinburg to the Contractor are monies advanced for the purpose of assisting the Contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the City of Laurinburg. Such payments shall not constitute a waiver of the right of the City of Laurinburg to require the fulfillment of all terms of the contract and the delivery of all improvements embraced in this contract complete and satisfactory to the City of Laurinburg in all details.

22.02 Retainage

Retainage will be deducted in accordance with Section 6 of the Contract documents.

22.03 Final Payment

- a. After final inspection and acceptance by the City of Laurinburg and Transportation Director of all work under the contract, the Contractor shall prepare his requisition for final payment which shall be the sum of the Bid unit Prices multiplied by the quantities actually issued or this sum adjusted by approved change orders less prior payments. Final payment request must be accompanied by the Final Payment Affidavit.
- b. The City of Laurinburg before paying the final estimate may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment and services to the Contractor, if the City of Laurinburg deems the same necessary in order to protect its interest. The City of Laurinburg, however, may, if it deems such action advisable, make payment in part or in

full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties furnished under the contract.

- c. Withholding of any amount due the City of Laurinburg as "Liquidated Damages", shall be deducted from payments due to the Contractor.

The City may withhold on account of subsequently discovered evidence, nullify whole or part of any certificate to such extent as may be necessary to protect itself from loss on account of:

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of the Contractor to make payments properly to Subcontractor or for materials or labor.
- d. A reasonable doubt that the Contract can be completed for the balance unpaid.
- e. Damage to another Contractor.

When the above items have been cleared to the satisfaction of the Transportation Director, payment shall be made for amounts withheld because of them.

23. City's Right to Terminate Contract:

If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to Subcontractors or for material or labor, or persistently discharged laws, ordinances or the instructions of the Transportation Director, or otherwise be guilty of a substantial violation of any provision of the contract, then the City, upon the certificate of the Transportation Director that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor seven days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, appliances, there and finish the work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed the unpaid balance, the Contractor shall pay the difference to the City. The expense incurred by the owner as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Transportation Director.

24. Contractor's Right to Stop Work or Terminate Contract:

If the work should be stopped under an order of any Court, or other public authority, for a period of three months, through no act or fault of the Contractor or of anyone employed by him, then the Contractor may, upon seven days written notice to the Transportation Director, stop work or terminate this contract and recover from the City payment for all work executed and loss sustained upon any plant or materials and reasonable profit and damages.

25. Liability Insurance:

The Contractor shall maintain such insurance as will protect him from claims under workman's compensation acts and such other insurance as will protect him and the City from any other claims for

damages for property damage and personal injury, including death, which may arise from operations under this contract whether such operations be by himself, or by any subcontractor or anyone directly or indirectly employed by either of them. Certificates of insurance shall be filed with the Transportation Director, if he so requires, and shall be subject to his approval for adequacy of protection. Policies of insurance coverage for personal liability and property damage shall be submitted.

26. Care of Work:

- a. The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City of Laurinburg.
- b. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization is authorized to act at his discretion to prevent such threatened loss or injury and he shall so act. He shall likewise act if instructed to do so by the City of Laurinburg. Any compensation claimed by the Contractor on account of such emergency work will be determined by the City of Laurinburg as provided in Section 15 "CHANGES IN WORK" under GENERAL CONDITIONS.
- c. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.
- d. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements embraced in this contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the City of Laurinburg from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the City of Laurinburg may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- e. Any claim for damage arising under this contract shall be made in writing to the party liable within reasonable time of the first observance of such damage.

27. Indemnity:

The Contractor shall indemnify, save harmless, and defend the City against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against it by reason of any act or omission of the said Contractor, his agents and employees, in the execution of work or in the guarding of it.

28. Safety and Accident Prevention:

28.01 General

The Contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The Contractor shall abide by all applicable safety standards and regulations contained in the Occupational Safety and Health Act, for the construction industry and any other applicable Laws.

- a. All excavation and trenching work shall conform to OSHA requirements under 29 CFR Part 1926 Subpart P and any other applicable requirements.
- b. The Contractor shall have an employee who is a designated competent person as described under OSHA regulations, 29 CFR Part 1926 Subpart P. The person shall be capable of identifying existing or predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.
- c. The Contractor shall provide and maintain safety equipment as outlined under OSHA 29 CFR Part 1926 Subpart P and other applicable safety provisions, which include trench boxes, ladders, shoring, barricades, warning vests, gas monitors, meter for hazardous atmospheres and other necessary safety equipment to protect the employees and the job site.

28.02 Records

The Contractor shall maintain an accurate record of all cases of death, occupational diseases, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract. The Contractor shall promptly furnish the City of Laurinburg with reports concerning these matters.

28.03 Indemnity

The Contractor shall indemnify and save harmless the City of Laurinburg from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

29. **Bidding Process and Guaranty Bonds:**

29.01 Bidding Process

The City of Laurinburg's bidding process policy is regulated by the North Carolina State GS 143-129, GS 143-131 and City of Laurinburg Purchasing Policies & Procedures Manual, which define Formal and Informal public contract.

- a. Formal Contracts, as described by GS 143-131 and City of Laurinburg Purchasing Policies, are those contracts for construction or repair work that require expenditure of \$500,000.00 or more; and for the purchase or lease purchase of apparatus, supplies, materials or equipment that require an expenditure of \$90,000.00 or more.
- b. Informal Contracts, as described by GS 143-131 and City of Laurinburg Purchasing Policies, are those contracts for construction or repair work that require expenditure of less than \$500,000.00; and for the purchase or lease purchase of apparatus, supplies, materials or equipment that require expenditure of \$5,000.00 to \$89,999.99.
- c. Bids for construction and repair for this contract shall be accompanied by a deposit equal to not less than 5 percent of the total amount of the Bid in the form of cash, cashier's check, a certified check or a bid bond by a surety authorized to do business in the State of North Carolina.

29.02 Guaranty Bonds

29.02.1 Guaranty Bonds for Formal Contracts

- a. The successful bidder in a formal contract, within ten (10) days after the notice of award is received by him, shall provide the City of Laurinburg with a contract

payment bond and a contract performance bond, each in an amount equal to 100 percent of the amount of the contract. All bonds shall be in conformance with GS 44A-33. The corporate surety furnishing the bonds shall be authorized to do business in the State of North Carolina.

- b. The successful bidder's failure to execute the contract and file acceptable bonds within ten (10) days after the notice of award is received by him will be just cause for the forfeiture of the bid bond or bid deposit and rescinding the award of the contract. Award may then be made to the next lowest responsible bidder or the work may be re-advertised and constructed under contract, or otherwise as the City of Laurinburg may decide.

29.02.2 Guaranty Bonds for Informal Contracts

- a. The successful bidder, within ten (10) days after the notice of award is received by him, shall provide a payment bond in the amount of 100 percent of the amount of the contract.
- b. No performance bond or payment bond will be required for individual construction contracts if the total cost is less than \$100,000.00. A performance bond and payment bond for the full amount of the contract is required for all construction contracts over \$50,000.00 if the contract is part of a project with a total cost of over \$299,999.99. In place of the bonds the Contractor may deposit money, a certified check, or acceptable government securities.

30. **Sanitary Facilities:**

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

31. **Use of Premises:**

- a. The Contractor shall confine his equipment, storage of materials, and construction operations to the contract limits as shown on the Drawings or if no contract limits are shown, to the right-of-way shown and as prescribed by ordinances or permits or as may be directed by the City of Laurinburg and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.
- b. The Contractor shall comply with all reasonable instructions of the City of Laurinburg and the ordinances and codes of the City of Laurinburg, regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

32. **Liens:**

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, shall deliver to the City a complete release of all liens arising out of the contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all labor and materials for which a lien could be filed but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Transportation Director, to indemnify the City against any lien. If any lien remains unsatisfied after all payments are made, the Contractor, shall refund to the City all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

A copy of the Affidavit is included with the Payment Bond Contract and shall be submitted with the Contractor's request for final payment.

33. **Working Time Restrictions:**

No work on or street obstruction shall occur during the peak traffic hours of 7:00 a.m.-9:00 a.m. or 4:00 p.m.-6:00 p.m., Monday through Friday, on the following streets.

- a. Any street within the City having a marked centerline, or having marked lanes.
- b. All streets with five (5) or more traffic lanes at the point of work, all streets with two (2) traffic lanes in each direction divided by a median, and all streets within the Central Business District (CBD).

Work adjacent to traffic lanes may occur during these hours if proper signage and safety precautions are effected as described in latest edition of the Manual on Uniform Traffic Control Devices.

The Contractor shall have monies withheld due to public inconvenience, obstruction and delay to traffic, safety and other considerations, for any work performed on time restricted streets during 7:00 a.m.-9:00 a.m. or 4:00 p.m.-6:00 p.m., Monday-Friday at the rate of \$500.00 for every 15 minutes of violation or fraction thereof.

No traffic lane closure (through or turn lane) shall occur on **Red Alert Days**. Red Alert Days are determined by North Carolina Ozone Forecast Center, Division of Air Quality.

The Contractor shall notify the Transportation Director 48 hours in advance of any work scheduled on weekends.

34. **Assignment:**

Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without previous written consent of the City of Laurinburg.

35. **Citizen Notification:**

The Contractor shall be responsible for notifying, in writing, all property owners/residents directly affected by this project just prior to beginning construction. A copy of this notification shall be submitted and approved by the Transportation Director prior to its issuance to the residents. This also includes all businesses whether owned, leased or rented by the property owner of record. Notices are to be mailed and/or hand delivered. Hand delivered notices shall be door-hanger type printed on card stock.

THE CONTRATOR shall distribute Notice of Schedule to resurface (prior notifications) a minimum of 1 MONTH in advance of when resurfacing is planned.

The CONTRACTOR shall distribute Notice of Work to be performed a minimum of 24 HOURS but no more than 2 WEEKS prior to performing such work.

In the event resurfacing is scheduled for a weekend of holiday, the notices and signs shall be distributed a minimum of 72 HOURS prior to the resurfacing.

The CONTRACTOR shall also post "No Parking" signs in conspicuous places facing traffic a minimum of 24 HOURS prior to actual resurfacing with a maximum spacing of 100' of center required. A closer spacing may be required as directed by the Laurinburg Police Department.

The time of day that No Parking signs and Notices of Work are posted should be recorded along with the license numbers of cars parked on the street at that time and a copy made available for the TRANSPORTATION DIRECTOR and the POLICE DEPARTMENT if towing is necessary.

If towing is necessary the City of Laurinburg Police Department will make the final decision if the vehicles are to be towed. The time and location in which the “No Parking” signs were posted and the Notices of Work were distributed will be a considering factor for the towing of vehicles.

On the day of actual work, any towing necessary may be carried out under CITY OF LAURINBURG Codes.

36. **Separate Contracts:**

The City reserves the right to let other contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with others.

37. **Subcontracted Work and Subcontractors:**

- a. The Contractor shall perform a minimum 50% of the work under the contract with his own forces. In addition, the Contractor shall perform the final resurfacing overlay on a minimum 50% of the total number of streets under the contract with his own forces. Unless otherwise stated elsewhere in the contract, the Contractor shall not subcontract more than 50% of the work stipulated in this contract.
- b. The Contractor shall, as soon as practicable after the signing of the contract, notify the Transportation Director in writing of the names of subcontractors proposed for the work and shall not employ any subcontractors that the Transportation Director may within a reasonable time object to as incompetent or unfit. The Contractor agrees that he is as fully responsible to the City for the acts and omissions of his subcontractor and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relation between any subcontractor and the City.
- c. The Contractor shall obtain approval of subcontractors as well as any change in subcontractors during the work on the contract from the Transportation Director. A period of seven (7) days minimum is required for the approval of a subcontractor.

38. **Points and Instructions:**

The Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. He shall not proceed until he has made timely demand upon the Transportation Director for, and has received from him, such points and instructions as may be necessary as the work progresses. The work shall be done in strict conformity with such points and instructions.

The Contractor shall carefully preserve bench marks, reference points and stakes, and in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

39. **Status of Transportation Director:**

The Transportation Director shall have general supervision and direction of the work. He has authority to stop the work wherever such stoppage may be necessary to insure proper execution of the contract. He shall also have authority to reject all work and materials which do not conform to the contract, to direct the application of force to any portion of the work, as in his judgment is required, and to order the force increased or diminished, and to decide questions which arise in the execution of the work.

40. **Transportation Director's Decision:**

The Transportation Director shall, within a reasonable time after their presentation to him, make decisions in writing on all claims of the City or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract documents. All such decisions of the Transportation Director shall be final.

41. **Lands for Work:**

The City shall provide the lands upon which the work under this contract is to be done, except that the Contractor shall provide land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same.

42. **Cleaning Up:**

The Contractor shall, as directed by the Transportation Director, remove from the City's property and from all other public and private property, at his own expense, all temporary structures, rubbish and waste materials resulting from his own operations.

43. **Access to Property:**

The Contractor shall, where necessary, provide and maintain access to and from all properties along the line of his work.

44. **Safeguards:**

The Contractor shall provide, erect and maintain adequate barricades, warning signs, and lights at all excavations, closures, detours and points of danger.

45. **Survey Construction Stakes (if applicable):**

1. The City shall furnish all surveys unless otherwise specified.
2. The Transportation Director will set sufficient points to establish alignment and grade. The Contractor shall be responsible for preserving all stakes and marks.

46. **Materials Sampling and Testing (if applicable):**

All tests of material shall be made by a recognized and approved testing laboratory designated by the Transportation Director. The expense of such tests shall be borne by the City unless otherwise specified.

The Engineer shall have the option to reject request for testing due to the Contractor's inadequate preparation of material or other reasonable causes determined by the Engineer as necessary for the delay of testing. The Contractor shall notify the Transportation Director 48 hours ahead of time for the needed test.

47. **Tools, Plant and Equipment:**

If at any time before the commencement or during the work, tools, plant, or equipment appear to the Transportation Director to be insufficient, inefficient, or inappropriate to secure the quality of the work required or the proper rate of progress, the Transportation Director may order the Contractor to increase their efficiency, to improve their character, to augment their number, or to substitute new tools, plant or equipment as the case may be, and the Contractor must conform to such order; but the failure of the Transportation Director to give such an order shall not relieve the Contractor to secure the quality of work and the rate of progress necessary to complete the work within the time required.

48. **Measurement of Quantities:**

The quantities of work performed will be computed by the Transportation Director on the basis of measurements taken by him or his assistants, and these measurements shall be final and binding. The specifications shall designate the manner in which the measurements of the various types of work shall be measured.

49. **Working Day Defined:**

A day shall be counted as a working day in the opinion of the Transportation Director, whether conditions would permit the Contractor to do six (6) hours of work within daylight hours. Days of delay due to acts of GOD, strikes, court orders, and things of like nature causing delay of the work shall not be counted a working day. The Transportation Director shall keep a daily record of working conditions and when requested to do so, he/she shall furnish the Contractor within a reasonable time the number of working days that have elapsed.

Unless crews are on site prior to 1:00 p.m. of any workday, the Transportation Director has the right to refuse any work that the Contractor may do. To start work after 1:00 p.m. on a workday, the Contractor must have prior permission from the Transportation Director. Should this occur, it will be counted as a working day that the Contractor should have worked. It will not be counted as a day of delay. When work is to resume, one (1) day prior notice must be given to the Transportation Director. That work will begin the next day.

There are specific streets that need to be paved on weekends (Saturday and Sunday). Where possible, streets that can be identified, will be marked, streets not marked on Contract, as weekend work, may be added by the Transportation Director. Advance notice must be given to Contractor, and a date mutually set to pave on that weekend.

50. **Project Time Defined:**

Project time shall consist of all calendar days, including weekends and holidays, from the contract notice to proceed date through the specified number of days allowed for the completion of the project in the contract document. The Contractor has been given a project time inclusive of an anticipated amount of bad weather, be it due to the winter months or abnormal rainfall during the remainder of the calendar year.

51. **Guarantee of Work:**

The Contractor shall guarantee his work performed under his contract against failures or trouble due to faulty workmanship or materials for a period of twelve (12) months from the date of acceptance of the work.

52. Force Account Work:

Force account reports shall be submitted to and approved by the Transportation Director within five (5) days following completion of the work. Failure on the part of the Contractor to submit such a report on time may result in refusal to pay for the work done.

53. Disposal of Waste Materials from Street and any Other Types of Construction:

Disposal of all waste material from construction sites shall be made in strict accordance with all City ordinances pertaining to disposal of construction waste. It shall be the responsibility of the Contractor to secure the necessary permits and provide all information required to secure said permits. The Contractor shall designate the disposal site prior to beginning construction and in the event waste material is to be disposed of on private property a letter from the property owner shall be furnished the Transportation Director granting the Contractor or his agent such permission and listing the requirements made by the property owner or the Contractor, if any.

54. Contractor License:

All invited bidders and contractors shall be advised that those who submit formal bids on this project must be licensed in the State of North Carolina whether he (they) is/are a resident or nonresident of this State, in accordance with GS 87-10 and shall be advised that they must show evidence of a license issued by the North Carolina Licensing Board for General Contractors before the bid is considered. The bidders are advised that Article 37 Subcontractors, of the General Conditions shall be strictly adhered to during the term of this contract.

55. Emergency Work Crew:

The Contractor and/or the Contractor's subcontractors shall provide an emergency repair crew with adequate trucks and other equipment available when needed to make repairs, clean-up, signing and other work required in connection with this contract. This repair crew shall be on call during non-working hours and during weekends and holidays. The name, address and phone number of at least two responsible members of this crew shall be provided the Transportation Director or his representatives prior to beginning any work. Should this "emergency" crew be unavailable for any reason when needed, the City shall have the right to have the required work performed by the quickest means available and the Contractor shall be back-charged at a rate of two (2) times the total cost to the City.

56. Construction Water:

- A. Contractors are responsible for securing adequate construction water for their job sites.
- B. All construction water acquired from the City or Scotland County water system will be billed to the Contractor. The Contractor must contact the Public Works Facility (910-276-2364) to make the applicable arrangements for billing the water usage.
- C. Construction water for all City contract projects shall be billed by the City of Laurinburg Public Works Facility.
- D. Contractors must furnish the following information for water usage.
 1. Address where applicable and responsible party name.
 2. The amount of water obtained from City fill site.
- E. Contractors observed using unmetered water will be fined by the City of Laurinburg, in accordance with City Code provisions.

58. Dust Control:

The Contractor shall, as directed by the Transportation Director provide adequate equipment and use other available means to control the dust during the term of this contract. Failure on the part of the Contractor to correct dust control problems as directed will result in the Transportation Director notifying the Contractor to comply with the contract provisions. In the event that the Contractor fails to begin such remedial action within 24 hours after receipt of such notice, the Transportation Director may proceed to have the work performed with other forces. The actual cost of the work so performed along with a 15% administrative fee will be deducted from monies due to the Contractor on his contract. Under adverse conditions, the Transportation Director may choose to suspend the Contractor's operations on the project until all dust control problems have been completed to his satisfaction. Such suspension will not justify an extension of contract time.

59. Traffic Control:

All traffic control shall be performed in accordance with the latest edition of the Manual on Uniform Traffic Control Devices, MUTCD, and City of Laurinburg Ordinances.

Lane closure permits shall be the responsibility of the contractor. Lane closure permits shall be obtained by contacting the NC Department of Transportation.

Total road closures will not be allowed, unless approved by the Transportation Director.

Any work performed without traffic control, as per MUTCD, will not be paid for by the Owner.

STANDARD GENERAL PROVISIONS

All construction shall conform to pertinent OSHA requirements, City of Laurinburg Standards and Specifications, and NCDOT Standard Specifications for Roads and Structures. Editions in effect at the time of the bid date shall govern.

1. **Construction Progress Schedule and Bi-Weekly Meetings**

The Contractor shall provide, at the pre-construction conference, a completed City of Laurinburg progress schedule. The schedule shall be kept up to date and presented with each month's billing information and shall be made available at the bi-weekly progress meetings and at other times as may be deemed necessary by the Transportation Director or his representative. The Contractor will be represented at bi-weekly progress meetings during the construction of this project. The meetings will be held at the project site or in the City offices as determined by the City.

2. **Contract Completion Liquidated Damages**

Failure to complete the work within the contract time will result in damages due to public inconvenience, obstruction and delay to traffic, safety and other considerations. For each consecutive calendar day in excess of the contract time specified, the Contractor shall pay, or have withheld monies due, a sum of TWO HUNDRED DOLLARS (\$200.00) per day. See Contract Article III, Time of Commencement and Completion.

3. **Unit Bid Price**

The unit bid price on the items in this contract shall include all materials, labor, equipment, and incidentals necessary to satisfactorily install said items completely in place and accepted unless otherwise mentioned in this contract document.

4. **Point of Contact**

The Contractor upon start of construction shall provide the Transportation Director with names, addresses, and telephone numbers of two people to be contacted after office hours in case of emergency.

5. **Material Tickets**

The Contractor shall turn in all material tickets for the purpose of payment to the Project Inspector on a daily basis.

6. **Trenches**

All trenches shall be back-filled and made safe at the end of each workday. Payment for installation of utility and drainage lines that requires open cut to existing pavement shall include the cost of pavement for repairs (including pavement saw cut and removal) as incidental to the installation of the utility. No separate payment will be made for this work unless otherwise specifically mentioned in this contract.

7. **Subsurface Investigation**

The Contractor shall make his/her own subsurface investigations. Any information obtained by the City as a result of its own subsurface investigations will be made available upon request. This information is provided for informational purposes only and shall not relieve the Contractor of responsibility for making his own investigations.

8. **Grading, Shoulders and Slopes**

Shoulders and slopes shall be free of all stone and clods that exceed one inch in diameter. Fine grading (raking) shall take place just before seeding and mulching. No separate payment will be made for shoulder construction or material for shoulder construction as all work necessary to complete the work will be considered incidental to other items in the contract unless otherwise provided in the contract.

9. **Traffic Control**

The Contractor shall provide all traffic control devices and signs including portable changeable message signs to warn the traveling public in accordance with the latest Manual on Uniform Traffic Control

Devices (MUTCD). Two-way traffic shall be maintained at all times, unless otherwise required by the traffic control plan.

Portable Changeable Message Signs (PCMS) are required on all streets with an Annual Average Daily Traffic (AADT) volume equal or greater than 5,000. PCMS shall be installed at least three (3) days in advance of work and maintained throughout the duration of the work.

10. **Materials and Equipment Storage and Parking**

When vehicles, equipment, and materials are not being actively used they shall be moved at least 30 feet away from the edge of any travel way open to traffic (or as directed by the Transportation Director). All debris shall be immediately moved to a location at least 30 feet from the edge of any travel way open to traffic. If vehicles, equipment, materials, and debris are protected by guardrail or barrier, a 5-foot minimum offset from the rail shall be used.

11. **Personnel Parking**

All personnel involved with construction operations shall not park their personal vehicles within the right of way of the project limits for the duration of the construction project. The Contractor shall furnish a parking area that is located off the project limits. The Contractor shall be responsible for daily transportation of all employees to and from the provided parking area and the project site.

There will be no direct payment for the work cover by this provision. Payment at the contract unit prices for the various items in the contract will be full compensation for all work covered by this provision.

12. **Sidewalk, Driveway, Curb & Gutter Removal and Replacement**

Care should be taken during construction to avoid damaging the existing sidewalk, curb & gutter and pavement outside the immediate construction area. If damaged, it shall be replaced in accordance with the NCDOT Standard Specifications for Roads and Structures, as determined by the Transportation Director, without extra cost to the City. Prior to construction, the Contractor shall inspect the site and report to the Transportation Director any damages existing before construction.

The Contractor shall be advised that when a portion of any area of concrete driveways, curb and gutter and pavement must be removed, all areas to be removed shall be defined by a machine-sawed joint, prior to removal. Saw cut of concrete driveway, curb & gutter and pavement are considered incidental to removal unless otherwise provided in the contract.

13. **Maintenance of Mail Boxes, Signs, Miscellaneous Appurtenances**

The Contractor shall be required to maintain mailboxes, signs and all miscellaneous appurtenances impacted by construction activities in working order for the duration of construction as directed by the Transportation Director. Work on the same items shall be done in a timely manner. No separate payment for work on these items will be made as the work will be considered incidental to other items in the contract unless otherwise mentioned in the contract document.

14. **Project Completion**

When the project is nearing completion the City will obtain comments from the impacted property owners concerning items that are outstanding, yet to be completed. The Transportation Director will determine which items have sufficient justification to be included in the final punch-list, and the Contractor will be required to complete these items with no additional payment and in a timely fashion.

15. **Videotape of Project Site (if applicable)**

The Contractor will videotape the project site (if asked by the Transportation Director) in its entirety before construction begins, with emphasis on properties adjoining the project, drives, trees, appurtenances and other distinguishing features. Appropriate narration will include location and description of property and physical features. The Contractor will provide two copies of the project tape in DVD format to the

City. No separate payment will be made for this work, and all associated costs will be considered incidental to other items in the contract.

16. **Coordination with Utility Companies**

(See Article 13 of General Conditions)

Utilities as shown on the plans are intended to represent general locations only. It shall be the responsibility of the Contractor, prior to construction, to contact appropriate utility owners and precisely locate utilities that could be affected by the proposed construction. If the utility belongs to the City, the Contractor shall dig sample holes to uncover the utility. The digging of sample holes shall be coordinated with the Transportation Director who will determine the number of such holes and will schedule the City Surveyor to locate utility vertical and horizontal locations. There is no line item to pay for digging work. Work is considered incidental to other pay items.

The Contractor shall be responsible for repair of any damage to the utility as well as any other damage may be caused due to the disturbance of the utility. The Contractor will not be permitted to submit any claims for delays caused by utility relocation and proposed utility construction.

The City has coordinated designs of utility relocation with private utility owner representatives. Existing utility, design and conflict resolution plans are included as a part of the contract.

The Contractor shall be responsible for coordinating concurrent construction directly with utility owner representatives. Coordination efforts and concurrent construction conflicts will be addressed and discussed during the pre-construction meeting. The City, at the time of pre-construction conference, will provide names, addresses and telephone numbers of private utility owner representatives.

All underground utilities may not have been identified. The Contractor shall call North Carolina One Call to identify underground utilities before starting any digging and/or excavation operation.

The Contractor shall be responsible for field verifying heights and locations of power lines and will be required to maintain the distance from the power lines in accordance with local, State and Federal Safety regulations.

17. **Protection of Existing Plants (if applicable)**

The work under this item shall consist of the protection of selected trees, shrubs, or other woody plants.

If necessary, the plants protective fencing shall meet the requirements of City of Laurinburg. Fencing shall encompass the plants to the drip-line. Deviations from this must be approved by the Transportation Director.

If necessary, plant protective fencing shall be installed prior to beginning any construction on this project. Plant protective fencing shall be constructed at the locations as directed by the Transportation Director and in accordance with City specification. The fencing shall be maintained in place until all construction operations in that particular area are complete. At completion, only light grading equipment such as small agricultural tractors shall be allowed on the plants' roots. Fill dirt no deeper than two inches shall be allowed under the limb spread of any plant.

No building materials, dirt, or equipment shall be stored inside the protective fencing. Plants that die as a result of the Contractor's negligence shall be removed and replaced as directed by the Transportation Director at the Contractor's expenses. The new plant shall be guaranteed for a year, planted in the proper season, and planted with approved arboricultural specifications.

The Contractor will be required to cooperate with other contractors, utility companies and others needing access to the project site as (approved by the Transportation Director) to complete the work.

PROJECT SPECIAL PROVISIONS

RFP-2018-2

SECTION 1

RESURFACING

The published volume entitled “NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES”, Latest Edition with all amendments and supplements thereto, is by reference incorporated into and made part of this contract; that, except as herein modified, all the construction and work included in this contract is to be performed in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Transportation Director.

Price adjustments (if applicable) for asphalt binder for surface course plant mix will be made in accordance with Section 620 of the NCDOT Standard Specifications as modified herein.

1. **Asphalt Binder Content of Asphalt Plant Mixes**

The approximate asphalt binder content of the asphalt concrete plant mixtures used on this project will be as follows:

Asphalt Concrete Base Course, Type B 25.0B	4.5%
Asphalt Concrete Intermediate Course, Type I 19.0B	4.8%
Asphalt Concrete Surface Course, Type SF 9.5A	6.7%
Asphalt Concrete Surface Course, Type S 9.5B	6.0%

The actual asphalt binder content will be established during construction by the Transportation Director within the limits established in the NCDOT Standard Specifications or Project Special Provisions.

2. **Tack Coat**

Base the unit rate on a per ton basis of asphalt placed. For calculation purposes, it is estimated that approximately **40,970** square yards will be resurfaced.

Apply tack coat material to existing asphalt or concrete surfaces in accordance with NCDOT specifications. Tack coat materials shall consist of the following: Asphalt Binder, Grade PG 64-22 or Emulsified Asphalt, Grade RS-1H, Grade CRS -1H, Grade CRS-1, Grade HFMS-1, or Grade CRS-2 unless otherwise approved by the Transportation Director. Apply tack coat only when the surface to be treated is sufficiently dry and when the atmospheric temperature in the shade away from artificial heat is 35°F or above. Do not apply tack coat when the weather is foggy or rainy.

Clean the existing asphalt or concrete surface to which tack coat is to be applied of all dust and foreign material prior to placing the tack coat. Remove grass, dirt, and other materials from the edge of the existing pavement prior to the placement of tack coat. Apply tack coat uniformly at a rate from 0.04 to 0.08 gallons per square yard. Where public traffic is being maintained, apply only as much tack coat as can be covered during the same day's operation. In the event that tack coat material is not covered in the same day's operation, the Transportation Director may require the application of suitable granular material or other means to provide a safe traffic condition at no additional cost to the City. Take necessary precautions to limit the tracking and/or accumulation of tack coat material on either existing or newly constructed pavements. Excessive accumulation of tack may require corrective measures. Apply tack coat as directed by and in the presence of the Transportation Director. Do not place any asphalt mixture until the tack coat has sufficiently cured.

Sand, screenings, or other environmentally safe products may be required to prevent tracking the tack coat onto existing streets, when directed by the Transportation Director. **The sand screenings shall be minimum length in order for a haul truck tire to make one full rotation and remain in contact with the screenings. The width shall be the same as the existing roadway.** When paving is completed, the Contractor will be required to immediately remove screening materials placed to eliminate tracking.

Tack coat material will not be tolerated on the exposed face of curb and gutters. If this occurs, the tack shall be removed as soon as practicable. Special attention shall be utilized while paving in areas with existing granite curb and gutter.

3. **Asphalt Concrete Plant Mix Pavements**

Reclaimed Asphalt Pavement (RAP) may be incorporated into asphalt mixes in accordance with North Carolina Department of Transportation standard specifications. RAP may constitute up to 40% of the total material used in recycled mixtures. **Reclaimed Asphalt Shingles (RAS) shall not be used in asphalt mixes.**

Asphalt Concrete Surface Course Type SF 9.5A or S 9.5B, as directed by the Transportation Director, shall be used. It shall be in accordance with Section 610 of the NCDOT Standard Specifications for Roads and Structures.

At least 10 days prior to start of asphalt mix production submit, in writing and in electronic form, the mix design and proposed Job Mix Formula (JMF) targets for each required mix type and combination of aggregates to the Transportation Director for review and approval.

Provide asphalt concrete mixtures that conform to the design requirements of the approved JMF. Load tickets shall be produced in accordance with Section 106-7 of the NCDOT Standard Specifications for Roads and Structures.

Transport the mixture from the mixing plant to the point of use in vehicles that have tight, clean, smooth beds that have been sprayed with an approved release agent material, to prevent the mixture from adhering to the beds. Remove excess release agent prior to loading. Cover each load of mixture with a canvas or other suitable material. Assure temperature of the mixture immediately prior to discharge from the hauling vehicle is within NCDOT specifications.

Mixtures produced simultaneously from different plant sources cannot be intermingled by hauling to the same paver on the roadway unless the mixtures are being produced from the same material sources and same job mix formula.

Utilize a self-contained, power propelled paver capable of spreading and finishing the asphalt mixture to the required grades, cross sections, thicknesses, and widths shown on the plans and typical sections and to uniform density and texture. Equip and operate the paver with a fully activated screed plate that is designed to be preheated for the full length whenever necessary. Should unevenness of texture, tearing, segregation, or shoving occur during the paving operation due to unsatisfactory methods or equipment, immediately take such action as may be necessary to correct such unsatisfactory work. Excessively throwing back material will not be permitted. Immediately after the asphalt mixture has been spread, struck off, and surface and edge irregularities adjusted, thoroughly and uniformly compact the pavement.

Compact the mix to the required degree of compaction for the type of mixture being placed. Provide sufficient number and weight of rollers, except as noted, to compact the mixture to the required density while it is still in a workable condition. Compact all final wearing surfaces, except open-graded asphalt friction course, using a minimum of 2 steel wheel tandem rollers, unless otherwise approved. A

pneumatic-tired roller with 2 tandem axles and smooth tread tires is required for intermediate rolling. Begin compaction of the material immediately after the material is spread and shaped to the required width and depth. Carry out compaction in such a manner as to obtain uniform density over the entire section. Perform compaction rolling at the maximum temperature at that the mix will support the rollers without moving horizontally. Complete the compaction (including both intermediate rolling) prior to the mixture cooling below a workable temperature. Perform finish rolling to remove roller marks resulting from the compaction rolling operations.

Pavement imperfections resulting from unsatisfactory workmanship such as segregation, improper longitudinal joint placement or alignment, and non-uniform edge alignment, or excessive pavement repairs will be considered unsatisfactory.

Only two (2) separate paving crews shall be operational on any given day of paving, however, additional work such as sidewalk access ramp installation, pavement markings, patching and utility adjustments may continue.

4. **Cleaning Streets**

It shall be the responsibility of the Contractor to thoroughly clean the street before resurfacing. Any leaves, vegetative material, and debris shall be removed from the Public Right of Way. **Depositing any debris or other material behind the curb will not be permitted.** If large piles of leaves or other debris exist that in the opinion of the Transportation Director are in excess of that which is required for the Contractor to remove, they shall be removed by the City provided adequate notice is given for this purpose.

The Contractor shall clean each street of waste materials resulting from his own operations no more than 2 days after the final overlay is complete. Should this period of time be exceeded, all resurfacing operations shall be stopped until streets are clean.

5. **Raised Manholes or Valve Boxes**

No manholes or valve boxes will be raised and left for a period of time greater than 14 days before the street is resurfaced. Should this period of time be exceeded utility adjustments shall be stopped until the resurfacing of such streets has been completed.

6. **Standards for Manholes and Valve Boxes and Adjustments**

Existing manholes that have been determined by the Transportation Director to be damaged shall be replaced by the City.

Manholes In Streets

All manhole covers installed within streets, parking lots, and other paved areas shall be approved by the Transportation Director. All covers must be domestically cast.

Water Valve Boxes

Adjustable water valve boxes shall be approved by the Transportation Director. All castings must meet or exceed AASHTO H-20 load rating.

7. **Infrastructure Damage**

The Contractor shall be responsible for repairing any damage to the City of Laurinburg's infrastructure. This includes damage to curb & gutter and pavement. Tack will not be tolerated on the exposed face of curbs & or gutters. If this occurs this shall be removed immediately. Special attention shall be utilized while paving in areas with existing granite curbs & gutter.

8. **Resident Notification**

The Contractor's attention is directed to Article 44, SAFEGUARDS of the General Conditions. In addition to the above, it shall be the responsibility of the Contractor for notification of residents before commencement of work in accordance with the City Code. A copy of the notification will be provided to the Contractor by the Transportation Director.

9. **Progress Schedule**

The Contractor shall adhere to Articles 5 & 6 of General Conditions. **Furthermore, the Contractor shall develop a proposed project schedule and submit this schedule for approval prior to the preconstruction conference.** This schedule shall show amount of streets, tons of work to be accomplished on both a monthly and cumulative basis. The actual progress schedule shall be presented on a monthly basis in conjunction with the submittal of each partial payment request to compare actual progress to the original approved schedule. If applicable, liquidated damages will be deducted on a monthly basis, based on the approved progress schedule. Weekly updates may be directed by the Transportation Director. The original approved schedule shall be revised to include time extensions and changes in the Contractor's controlling operations. The revised schedule shall be presented to the Transportation Director for approval.

10. **Special Schedules**

The Contract Resurfacing Project Street List identifies specific streets that are to be resurfaced during the contract period. In the event conflicts arise prior to the contract schedule; the Contractor shall adjust the schedule accordingly. Additional scheduling restrictions are as follows:

- Noted on the Street List are 9 a.m. to 4 p.m. time restricted streets, school zones, and weekend only designated streets.
- Streets within school zones shall be resurfaced when schools are not in session.

11. **Asphalt Leveling Course**

Asphalt paving consisting of a leveling course may be required on specific streets. This shall be performed as determined by the TRANSPORTATION DIRECTOR and at the same unit price as noted in the Contract. In the event a leveling course is required, this shall be performed prior to the installation of any surface treatment applications if applicable.

12. **Plant Tickets**

The number of batches and total weight of all loads of mixture shall be recorded in duplicate upon plant ticket forms by an authorized representative of the CITY. With each load delivered to the work, the truck driver shall present one copy of the plant ticket to the Transportation Director or his/her representative. The driver shall retain one copy for the Contractor. The plant inspector shall keep the stub copy. The weights to be included in the estimate shall be the total of the tickets delivered by the truck driver to the Transportation Director or his/her representative on the work. At any time the delivery of material and for the purpose of checking the weighing equipment at the plant, the Transportation Director may direct the Contractor to weigh or cause to be weighed on tested and approved platform scales at the Contractor's expense the contents of any truckload that is to be delivered to the work. When any material will be charged or billed separately, a ticket or copy of ticket must be provided. When any work is being done, the Transportation Director must be notified in advance that the work will be done and material tickets provided.

