

CITY OF ROANOKE RAPIDS

INVITATION TO BID ON
STREET RESURFACING PROJECT
FY 2022-2023

BID OPENING: THURSDAY, OCTOBER 27, 2022

TIME OF OPENING: 10:00 A.M.

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INVITATION TO BID
ON STREET RESURFACING PROJECT
FY 2022-2023

SEALED PROPOSALS WILL BE RECEIVED AT THE OFFICE OF THE PUBLIC WORKS DEPARTMENT UNTIL THURSDAY, OCTOBER 27, 2022 AT 10:00 A.M. AND THERE PUBLICLY OPENED AND READ FOR STREET PAVING AND RESURFACING CONSISTING OF BUT NOT LIMITED TO ONE INCH BITUMINOUS CONCRETE PAVING, TYPE 1-2.

PLANS AND SPECIFICATIONS COVERING THIS WORK AND OTHER PROPOSED CONTRACT DOCUMENTS MAY BE EXAMINED AT THE PUBLIC WORKS DEPARTMENT, 1313 HINSON STREET, ROANOKE RAPIDS, NORTH CAROLINA.

INSTRUCTIONS TO BIDDERS

TIME FOR OPENING OF SEALED PROPOSALS

BIDS MUST BE SUBMITTED IN A TWO (2) ENVELOPE SYSTEM. THE OUTER ENVELOPE TO BE SEALED AND ADDRESSED TO THE CITY OF ROANOKE RAPIDS PUBLIC WORKS DEPARTMENT. THE NAME, ADDRESS, DATE AND TIME OF THE BID OPENING TO BE SHOWN ON THE OUTSIDE. ON THE INSIDE OF THE OUTER ENVELOPE INCLUDE YOUR BID PROPOSAL IN A SEALED ENVELOPE MARKED "PROPOSAL" AND THE CONTRACTOR'S LICENSE NUMBER MUST BE LISTED.

BID PROPOSALS WILL BE OPENED AND PUBLICLY READ AT THE HOUR ON THE DATE SET FORTH IN THE ADVERTISEMENT IN THE PUBLIC WORKS DEPARTMENT UNLESS OTHERWISE INDICATED. BIDDERS OR THEIR REPRESENTATIVE ARE INVITED TO BE PRESENT.

NO BID PROPOSAL MAY BE WITHDRAWN AFTER TIME STATED FOR BID PROPOSALS TO BE OPENED EXCEPT BY FORFEITURE OF BID DEPOSIT.

IT SHALL BE THE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT THEIR BID PROPOSAL IS RECEIVED BY THE PUBLIC WORKS DEPARTMENT BY THE TIME STATED FOR SUCH OPENING.

PRICES QUOTED IN BID PROPOSAL SHALL BE IN EFFECT FOR FORTY-FIVE (45) DAYS AFTER OPENING DATE.

STANDARD FORM REQUIREMENTS

BID PROPOSALS MUST BE ON STANDARD FORMS FURNISHED BY THE CITY OF ROANOKE RAPIDS.

RIGHT TO AWARD OR REJECT

THE CITY OF ROANOKE RAPIDS RESERVES THE RIGHT TO EVALUATE ALL BIDS, TO REJECT ANY AND ALL BIDS AND PROPOSALS, TO WAIVE INFORMALITIES AND TECHNICALITIES WITHIN THE SCOPE OF AUTHORITY, AND FURTHER SPECIFICALLY, THE CITY RESERVES THE RIGHT TO MAKE THE AWARD IN THE BEST INTEREST OF THE CITY OF ROANOKE RAPIDS.

BID DEPOSIT REQUIREMENT

NO PROPOSAL SHALL BE CONSIDERED OR ACCEPTED BY SAID CITY COUNCIL UNLESS AT THE TIME OF ITS FILING, THE SAME SHALL BE ACCOMPANIED BY A DEPOSIT WITH SAID CITY COUNCIL OF CASH OR A CERTIFIED CHECK ON SOME BANK OR TRUST COMPANY INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION, IN AN AMOUNT EQUAL TO OR NOT LESS THAN FIVE (5) PERCENT OF THE PROPOSAL. IN LIEU OF MAKING THE CASH DEPOSIT AS ABOVE PROVIDED, SUCH BIDDER MAY FILE A BID BOND EXECUTED BY A CORPORATE SURETY LICENSED UNDER THE LAWS OF NORTH CAROLINA TO EXECUTE

SUCH BONDS CONDITIONED THAT THE SURETY WILL UPON DEMAND FORTHWITH MAKE PAYMENT TO THE OBLIGE UPON SAID BOND. IF THE BIDDER FAILS TO EXECUTE THE CONTRACT IN ACCORDANCE WITH THE BID BOND AND UPON FAILURE TO FORTHWITH PAYMENT, THE SURETY SHALL PAY TO THE OBLIGE AN AMOUNT EQUAL TO DOUBLE THE AMOUNT OF SAID BID BOND. THIS DEPOSIT SHALL BE RETAINED IF THE SUCCESSFUL BIDDER FAILS TO EXECUTE THE CONTRACT WITHIN TEN (10) DAYS AFTER THE AWARD OR FAILS TO GIVE SATISFACTORY SURETY AS REQUIRED HEREIN. (G.S. 143-129)

PERFORMANCE AND PAYMENT BONDS

ONCE THE CONTRACT HAS BEEN AWARDED, THE SUCCESSFUL BIDDER MUST FURNISH A PERFORMANCE BOND AND A LABORER'S AND MATERIAL MEN'S BOND. THE BOND MUST BE IN THE FULL AMOUNT (100%) OF THE CONTRACT AND GUARANTEE THE FAITHFUL PERFORMANCE OF THE CONTRACT AND PAYMENT OF SUPPLIERS.

THE BONDS SHALL BE EXECUTED BY A SURETY COMPANY AUTHORIZED TO DO BUSINESS IN NORTH CAROLINA. CASH, GOVERNMENT SECURITIES, OR A CERTIFIED CHECK IN THE FULL AMOUNT OF THE CONTRACT (100%) MAY BE DEPOSITED IN LIEU OF THE BONDS. SUCH DEPOSITS SHALL BE FILED WITHIN TEN (10) DAYS FROM THE DATE OF AWARDED OF CONTRACT.

THE CITY COUNCIL MAY WAIVE THE REQUIREMENT FOR A PERFORMANCE BOND ONCE BIDS ARE RECEIVED.

THE BIDDER SHOULD ASSUME THAT BONDS WILL BE REQUIRED UNLESS OTHERWISE INDICATED IN THE "INSTRUCTIONS TO BIDDERS".

COST OF BONDS

IT SHALL BE THE RESPONSIBILITY OF THE BIDDER TO COVER THE COST OF THE VARIOUS BONDS IN HIS BID. THE CITY WILL NOT PAY AN ADDITIONAL AMOUNT AT A LATER DATE FOR THE BONDS.

TAXES

BIDDERS SHALL EXCLUDE FEDERAL EXCISE TAX AND TRANSPORTATION TAX FROM THEIR BIDS.

BIDDERS SHALL INCLUDE NORTH CAROLINA SALES TAX IN THEIR BIDS AS A SEPARATE ITEM.

CONTRACT AWARD

BIDS WILL BE AWARDED TO THE LOWEST RESPONSIBLE BIDDER, TAKING INTO CONSIDERATION ADHERENCE TO SPECIFICATIONS, QUALITY, PERFORMANCE AND TIME OF DELIVERY.

THE CITY OF ROANOKE RAPIDS RESERVES THE RIGHT TO EVALUATE ALL BIDS, TO REJECT ANY AND ALL BIDS AND PROPOSALS, TO WAIVE INFORMALITIES AND TECHNICALITIES WITHIN THE SCOPE OF

AUTHORITY, AND FURTHER SPECIFICALLY, THE CITY RESERVES THE RIGHT TO MAKE THE AWARD IN THE BEST INTEREST OF THE CITY OF ROANOKE RAPIDS.

IT IS THE CITY'S POLICY TO FURNISH BID TABULATION TO ALL BIDDERS UPON NOTIFICATION OF AWARD OR UPON RETURNING BID DEPOSITS. ALL BIDDERS ARE INVITED TO ATTEND THE BID OPENINGS WHICH WILL BE CONDUCTED AT THE PUBLIC WORKS DEPARTMENT, UNLESS OTHERWISE STATED. THE ADDRESS FOR THE PUBLIC WORKS DEPARTMENT IS 1313 HINSON STREET, ROANOKE RAPIDS, NORTH CAROLINA 27870.

PAYMENTS

PAYMENT OF INVOICES RENDERED WILL BE MADE WITHIN THIRTY (30) DAYS AFTER THE CONTRACTOR HAS SATISFACTORILY DELIVERED ALL MATERIALS AND/OR PERFORMED ALL SERVICES IN ACCORDANCE WITH THE REQUIREMENTS OF THE PLANS AND SPECIFICATIONS. ALL INVOICES RENDERED OT THE CITY MUST SHOW ALL APPLICABLE SALES TAX AS A SEPARATE ITEM.

REQUEST FOR ADDITIONAL INFORMATION

REQUEST FOR ADDITIONAL INFORMATION PERTAINING TO THE SPECIFICATIONS AND INVITATIONS FOR BID DOCUMENTS OR CONTRACT FORM SHOULD BE DIRECTED TO THE PUBLIC WORKS DEPARTMENT, 1313 HINSON STREET, ROANOKE RAPIDS, NORTH CAROLINA 27870.

TELEPHONE NUMBER IS (252) 533-2846.

FAX NUMBER IS (252) 533-2851.

CONTRACT

NUMBER _____

THIS CONTRACT, MADE THIS ____ DAY OF _____, IN THE YEAR 2022 BY AND BETWEEN THE CITY OF ROANOKE RAPIDS, NORTH CAROLINA, A MUNICIPAL CORPORATION, PARTY OF THE FIRST PART, HEREINAFTER CALLED THE OWNER, AND _____ OF _____, PARTY OF THE SECOND PART, HEREINAFTER CALLED THE CONTRACTOR.

THAT, WHEREAS A CONTRACT FOR STREET RESURFACING PROJECT PER BID SPECIFICATIONS OPENED OCTOBER 27, 2022 IN THE AMOUNT OF \$_____ (BASED ON ESTIMATED ____ TONS AT \$_____ PER TON) HAS RECENTLY BEEN AWARDED TO THE CONTRACTOR BY THE OWNER AT AND FOR A SUM EQUAL TO THE AGGREGATE COST OF WORK TO BE DONE AND LABOR, EQUIPMENT, APPARATUS, AND SUPPLIES AT THE PRICE AND RATES RESPECTIVELY NAMED THEREFORE, IN THE PROPOSAL ATTACHED HERETO:

AND, WHEREAS, IT WAS ONE OF THE CONDITIONS OF SAID AWARD THAT A FORMAL CONTRACT SHOULD BE EXECUTED BY AND BETWEEN THE OWNER AND THE CONTRACTOR, EVIDENCING THE TERMS OF SAID AWARD, AND THAT THE CONTRACTOR SHALL COMMENCE THE WORK TO BE PERFORMED UNDER THIS AGREEMENT ON A DATE TO BE SPECIFIED IN A WRITTEN ORDER OF THE OWNER, AND SHALL FULLY COMPLETE ALL WORK HEREUNDER WITHIN _____ CONSECUTIVE CALENDAR DAYS FROM SAID DATE.

NOW, THEREFORE, THIS CONTRACT FURTHER WITNESS TO:

THAT THE CONTRACTOR DOETH HEREBY COVENANT AND AGREE WITH THE OWNER THAT THEY WILL WELL AND FAITHFULLY PERFORM AND EXECUTE SUCH WORK AND FURNISH SUCH LABOR, MATERIALS, EQUIPMENT, APPARATUS, AND SUPPLIES IN ACCORDANCE WITH EACH AND EVERY ONE OF THE CONDITIONS, COVENANTS, STIPULATIONS, TERMS AND PROVISIONS CONTAINED IN THE SPECIFICATIONS AND IN ACCORDANCE WITH THE PLANS, AT AND FOR A SUM EQUAL TO THE AGGREGATE COST OF THE WORK DONE AND THE PRICES AND RATES RESPECTIVELY NAMED THEREFORE IN THE PROPOSAL ATTACHED HERETO AND WILL WELL AND FAITHFULLY COMPLY WITH AND PERFORM EACH AND EVERY OBLIGATION IMPOSED UPON THEM BY SAID PLANS AND SPECIFICATIONS AND TERMS OF SAID AWARD.

THE CONTRACTOR SHALL PROMPTLY MAKE ALL PAYMENTS TO ALL PERSONS SUPPLYING MATERIALS IN THE PROSECUTION OF THE WORK AND TO ALL LABORERS AND OTHERS EMPLOYED THERON.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO THE PROPERTY OF THE OWNER THAT MAY BE CONSEQUENT UPON THE NORMAL PROCEDURES OF THEIR WORK OR THAT MAY BE CAUSED BY OR RESULT FROM THE NEGLIGENCE OF THE CONTRACTOR OR THEIR EMPLOYEES OR AGENTS, DURING THE PROGRESS OF, OR CONNECTED WITH THE PROSECUTION OF THE WORK, WHETHER WITHIN THE LIMITS OF THE WORK OR ELSEWHERE. THE CONTRACTOR MUST RESTORE ALL PROPERTY SO INJURED TO A CONDITION AS GOOD AS IT WAS WHEN THE CONTRACTOR ENTERED UPON THE WORK.

THE CONTRACTOR SHALL FURTHERMORE BE RESPONSIBLE FOR AND BE REQUIRED TO MAKE GOOD AT THEIR EXPENSE, ANY AND ALL DAMAGES FOR WHATEVER NATURE, DUE TO CARELESSNESS, NEGLIGENCE, OR WANT OF DUE PRECAUTION ON THE PART OF THE CONTRACTOR, THEIR AGENTS, EMPLOYEES OR WORKMEN. THE CONTRACTOR SHALL ALSO INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE OFFICER AND AGENTS THEREOF, FROM ALL CLAIMS, SUITS AND PROCEEDINGS OF EVERY NAME AND DESCRIPTION WHICH MAY BE BROUGHT OF ANY INJURIES OR DAMAGES TO PERSONS OR PROPERTY RECEIVED OR SUSTAINED BY PERSON OR PERSONS, FIRM OR CORPORATION, OR BY IN CONSEQUENCE OF ANY MATERIALS USED IN SAID WORK OR BY OR ON ACCOUNT OF ANY IMPROPER MATERIALS OR WORKMANSHIP IN ITS CONSTRUCTION, OR BY OR ON ACCOUNT OF ANY ACCIDENT, OR OF ANY OTHER ACT OR OMISSION OF SAID CONTRACTOR, THEIR AGENTS, EMPLOYEES, SERVANTS OR WORKMEN.

THE CONTRACTOR SHALL PROVIDE THE OWNER WITH INSURANCE CERTIFICATES CERTIFYING THAT THE FOLLOWING INSURANCE IS IN FORCE:

AUTO LIABILITY	\$1,000,000.00 COMBINED SINGLE LIMIT
COMPREHENSIVE GENERAL WITH G-222 BROAD FORM ENDORSEMENT OR ITS EQUIVALENT	\$1,000,000.00 LIMIT
WORKER'S COMPENSATION	STATUTORY

SUCH INSURANCE CERTIFICATE SHALL INCLUDE PROVISIONS THAT THE INSURANCE SHALL NOT BE CANCELLED, ALLOWED TO EXPIRE OR BE MATERIALLY CHANGED WITHOUT GIVING THE OWNER FIFTEEN (15) DAYS ADVANCE NOTICE BY REGISTERED MAIL.

IT IS AGREED AND UNDERSTOOD THAT THE INVITATION TO BID, THE DEFINITIONS, INSTRUCTIONS TO BIDDERS, GENERAL CONDITIONS OF THE CONTRACT, SPECIFICATIONS, TOGETHER WITH THE ENUMERATED ADDENDA, IF ANY, THE PROPOSAL, AND PLANS AND/OR DRAWINGS ARE A PART AND PARCEL OF THIS CONTRACT TO THE SAME EXTENT AS IF INCORPORATED HEREIN IN FULL.

IT IS FURTHER MUTUALLY AGREED BETWEEN THE PARTIES HERETO THAT IF, AT ANY TIME, AFTER THE EXECUTION OF THE AGREEMENT AND THE SURETY BOND HERETO ATTACHED FOR ITS FAITHFUL PERFORMANCE, THE OWNER SHALL DEEM THE SURETY OR SURETIES UPON SUCH BOND TO BE UNSATISFACTORY, OR FOR ANY REASON SUCH BOND CEASES TO BE ADEQUATE TO COVER THE PERFORMANCE OF THEIR WORK, THE CONTRACTOR SHALL, AT THEIR EXPENSE, WITHIN FIVE (5) DAYS AFTER THE RECEIPT OF NOTICE FROM THE OWNER TO DO SO, FURNISH ADDITIONAL BOND OR BONDS IN SUCH FORM AND AMOUNT AND WITHIN SUCH SURETY OR AS SHALL BE SATISFACTORY TO THE OWNER. IN SUCH EVENT, NO FURTHER PAYMENTS TO THE CONTRACTOR SHALL BE DEEMED TO BE DUE UNDER THIS AGREEMENT UNTIL SUCH NEW OR ADDITIONAL SECURITY FOR THE FAITHFUL PERFORMANCE OF THE WORK SHALL BE FURNISHED IN A MANNER AND FORM SATISFACTORY TO THE OWNER.

THE OWNER DOES HEREBY COVENANT AND AGREE WITH THE CONTRACTOR THAT IT WILL PAY THE CONTRACTOR, WHEN DUE AND PAYABLE UNDER THE TERMS OF THE SPECIFICATIONS AND THE AWARD, THE SUM MENTIONED ABOVE AND THAT IT WILL WELL AND FAITHFULLY COMPLY WITH AND PERFORM

EACH AND EVERY OBLIGATION IMPOSED UPON IT BY SAID SPECIFICATIONS AND THE TERMS OF SAID AWARD.

THE CONTRACTOR HEREBY GUARANTEES ALL THE WORK FURNISHED UNDER THIS CONTRACT AGAINST ANY DEFECTS IN WORKMANSHIP OR MATERIALS FOR A PERIOD OF ONE (1) YEAR, UNLESS OTHERWISE STIPULATED, FOLLOWING THE DATE OF THE FINAL ACCEPTANCE OF THE WORK BY THE OWNER. UNDER THIS GUARANTEE THE CONTRACTOR AGREES TO MAKE GOOD WITHOUT ANY DELAY, AT HIS OWN EXPENSE, ANY FAILURE OF ANY OF THE WORK BY THE OWNER. UNDER THIS GUARANTEE THE CONTRACTOR AGREES TO MAKE GOOD WITHOUT ANY DELAY, AT HIS OWN EXPENSE, ANY FAILURE OF ANY OF THE WORK DUE TO FAULTY MATERIALS, CONSTRUCTION, OR INSTALLATION, OR TO THE FAILURE OF ANY EQUIPMENT TO SATISFACTORILY PERFORM ALL WORK PUT UPON IT WITHIN THE LIMITS OF THE SPECIFICATIONS, AND FURTHER, SHALL MAKE GOOD ANY DAMAGES TO ANY PART OF THE WORK CAUSED BY THESE FAILURES.

THE PROJECT MUST BE COMPLETED WITHIN THE NUMBER OF DAYS STATED ABOVE WITH THE CONTRACT DESIGNATING THE BEGINNING WORK DAY. THE LIQUIDATED DAMAGES FOR THIS CONTRACT SHALL BE AT THE RATE OF TWO HUNDRED DOLLARS (\$200.00) PER CALENDAR DAY.

BASIS OF PAYMENT

THE QUANTITY SHALL BE PAID FOR AT THE CONTRACT UNIT PRICE PER TON FOR BITUMINOUS CONCRETE SURFACE COURSE AS SPECIFIED, COMPLETE IN PLACE, WHICH PRICE AND PAYMENT SHALL BE FULL COMPENSATION FOR FURNISHING, MIXING, HAULING, PLACING AND ROLLING ALL MATERIALS, INCLUDING TACK COAT APPLICATIONS (WHERE REQUIRED) FOR ALL LABOR, FORMS, EQUIPMENT, TOOLS AND INCIDENTALS NECESSARY TO COMPLETE THE WORK. MONTHLY PAYMENT ON ACCOUNT WILL BE MADE UPON CERTIFICATE FROM THE ENGINEER IN THE AMOUNT OF 100% OF THE CONTRACT VALUE OF THE PORTION OF THE CONTRACT COMPLETED DURING THE PRECEDING THIRTY (30) DAYS. THE PAYMENT IS TO BE MADE ON THE FIFTEENTH DAY OF EACH MONTH UPON ESTIMATES OF THE WORK COMPLETED DURING THE PREVIOUS CALENDAR MONTH, LESS TEN (10) PERCENT WHICH IS TO BE RETAINED UNTIL THE ENTIRE WORK IS COMPLETED AND ACCEPTED AND FINAL MEASUREMENTS HAVE BEEN MADE.

IN WITNESS WHEREOF, SAID _____,
HAS HEREUNTO SET THEIR HAND AND SEAL AND HAS CAUSED THESE PRESENT TO BE SIGNED IN ITS CORPORATE NAME BY ITS _____ (TITLE) AND ITS CORPORATE SEAL TO BE HERETO ATTACHED AND ATTESTED BY ITS SECRETARY, AND THE OWNER HAS CAUSED THESE PRESENT TO BE SIGNED IN ITS CORPORATE NAME BY ITS MAYOR AND ITS CORPORATE SEAL TO BE HERETO AFFIXED AND DULY ATTESTED BY ITS CITY CLERK BY AUTHORITY OF THE CITY COUNCIL DULY GIVEN, ALL AS OF THE DAY YEAR FIRST ABOVE WRITTEN.

CONTRACTOR

CITY OF ROANOKE RAPIDS

BY: _____

BY: _____

MAYOR

TITLE: _____

ATTEST: _____

CITY CLERK

ATTEST: _____

TITLE: _____

CITY OF ROANOKE RAPIDS

NON-DISCRIMINATION CLAUSE

IT IS SPECIFICALLY AGREED AS PART OF THE CONSIDERATION OF THE SIGNING OF THIS CONTRACT THAT THE PARTIES HERETO, THEIR AGENTS, OFFICIALS, EMPLOYEES, OR SERVANTS WILL NOT DISCRIMINATE IN ANY MANNER ON THE BASIS OF RACE, WITH REFERENCE TO THE SUBJECT MATTER OF THIS CONTRACT NO MATTER HOW REMOTE. THE PARTIES HERETO FURTHER AGREE IN ALL RESPECTS TO CONFORM WITH PROVISIONS AND INTENT OF THE CITY OF ROANOKE RAPIDS, NORTH CAROLINA.

THIS PROVISION BEING INCORPORATED FOR THE BENEFIT OF THE CITY OF ROANOKE RAPIDS AND ITS RESIDENTS MAY BE ENFORCED AS SET OUT IN SAID ORDINANCE. ENFORCEMENT OF ITS PROVISION SHALL BE BY ACTION FOR SPECIFIC PERFORMANCE, INJUNCTIVE RELIEF OR OTHER REMEDY AS BY LAW PROVIDED AND THIS PROVISION SHALL BE CONSTRUED IN SUCH MANNER AS TO PREVENT AND ERADICATE ALL DISCRIMINATION BASED ON RACE, COLOR, CREED, NATIONAL ORIGIN, HANDICAPPED, STATUS, AGE, RELIGION, OR SEX.

THIS PROVISION SHALL BE BINDING ON THE SUCCESSORS AND ASSIGNS OF THE PARTIES HERETO WITH REFERENCE TO THE SUBJECT MATTER OF THIS CONTRACT.

BIDDER: _____

BY: _____

TITLE: _____

ABOVE NAMED TYPED OR PRINTED: _____

DATE: _____

GENERAL CONDITIONS

SECTION ONE- GENERAL

THE SCOPE OF THE WORK UNDER THIS PROJECT CONSISTS OF FURNISHING ALL LABOR, MATERIALS, TOOLS, AND EQUIPMENT TO COMPLETE THE IMPROVEMENTS AS OUTLINED ON THE FOLLOWING:

2022-2023 RESURFACING PROGRAM

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

- A. THE CONTRACTOR SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT BECAUSE OF RACE, CREED, ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO RACE, CREED, OR NATIONAL ORIGIN, SUCH ACTION SHALL INCLUDE: TRANSFER, RECRUITMENT OR RECRUITMENT ADVERTISING, LAYOFF OR TERMINATION, RATES OF PAY OR OTHER FORMS OF COMPENSATION, AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, NOTICES TO BE PROVIDED BY THE CONTRACTOR SETTING FORTH THE PROVISIONS OF THE NON-DISCRIMINATION CLAUSE.
- B. THE CONTRACTOR WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO RACE, CREED, COLOR, OR NATIONAL ORIGIN.
- C. THE CONTRACTOR WILL CAUSE THE FOREGOING PROVISIONS TO BE INSERTED IN ALL SUBCONTRACTS FOR ANY WORK COVERED BY THIS CONTRACT IN THAT SUCH PROVISIONS WILL BE BINDING UPON EACH CONTRACTOR, PROVIDED THAT THE FOREGOING PROVISIONS SHALL NOT APPLY TO CONTRACTS OR SUBCONTRACTS FOR STANDARD SUPPLIES OR RAW MATERIALS.

NO MEMBER OF OR DELEGATE TO THE CONGRESS OF THE UNITED STATES AND NO RESIDENT COMMISSIONER SHALL BE ADMITTED TO ANY SHARE OR PART OF THIS CONTRACT OR TO ANY BENEFIT TO ARISE FROM THE SAME; PROVIDED THAT THE FOREGOING PROVISION OF THIS SECTION SHALL NOT BE CONTINUED TO EXTEND TO THIS CONTRACT IF MADE WITH A CORPORATION FOR ITS GENERAL BENEFIT.

NO OFFICER, EMPLOYEE, OR MEMBER OF THE GOVERNING BODY OF THE CITY OF ROANOKE RAPIDS WHO EXERCISES ANY FUNCTIONS OR RESPONSIBILITIES IN CONNECTION WITH THE CARRYING OUT OF THE PROJECT TO WHICH THIS CONTRACT PERTAINS SHALL HAVE ANY PRIVATE INTEREST, DIRECT OR INDIRECT, IN THIS CONTRACT.

SECTION TWO- SPECIFICATIONS

THE SPECIFICATIONS INCLUDED SHALL SET UP CRITERIA TO BE MET BY THE CONTRACTOR.

BIDDERS ARE EXPECTED TO READ THE DRAWINGS AND SPECIFICATIONS WITH SPECIAL CARE AND TO OBSERVE ALL THEIR REQUIREMENTS. ANY DISCREPANCIES, AMBIGUITIES, ERRORS OR OMISSIONS NOTED BY THE INTENDING BIDDERS SHALL BE PROMPTLY REPORTED TO THE CITY FOR CORRECTION OR INTERPRETATION BEFORE SUBMITTING THE BID.

SECTION THREE- EXAMINATION OF THE SITES

BIDDERS ARE REQUIRED TO EXAMINE THE SITES AND ACQUAINT THEMSELVES WITH THE WORKING CONDITIONS. THEY WILL BE FURNISHED WITH SUCH ADDITIONAL INFORMATION AS IS AVAILABLE TO THE CITY. SEE STREET LIST IN THE GENERAL REQUIREMENTS AND DETAILED MAP IN CITY OFFICE.

SECTION FOUR- CONTRACTOR'S RESPONSIBILITY

- A. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ENTIRE WORK COVERED UNDER HIS CONTRACT. ALL TOOLS, APPLIANCES, AND AUXILIARIES OF ALL FOUND TO BE UNSAFE AND/OR INSUFFICIENT SHALL BE REPLACED IMMEDIATELY.
- B. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ALL DAMAGES CAUSED BY HIS WORKMEN OR HIS SUBCONTRACTORS.
- C. THE CONTRACTOR SHALL PREPARE AND SUBMIT A PROJECT SCHEDULE AT THE PRE-CONSTRUCTION CONFERENCE AND SHALL MODIFY AND ADHERE TO SAME AS APPROVED BY THE PUBLIC WORKS DIRECTOR.

SECTION FIVE- COOPERATION WITH THE CITY

THE CONTRACTOR SHALL WORK COOPERATIVELY WITH THE CITY. HE SHALL ARRANGE AND LAY OUT HIS SCHEDULE SO THAT THIS WORK WILL COORDINATE WITH THE CITY'S SCHEDULE IN THE CONSTRUCTION PROCESS.

SECTION SIX- ORAL MODIFICATIONS

NO ORAL STATEMENT OF ANY PERSON SHALL BE ALLOWED IN ANY MANNER OR DEGREE TO MODIFY OR OTHERWISE EFFECT THE TERMS OF THIS CONTRACT.

SECTION SEVEN- CHANGES IN THE WORK

THE CITY RESERVES THE RIGHT AS MAY BE DEEMED NECESSARY TO MAKE CHANGES, ADDITIONS OR OMISSIONS TO THE CONTRACT PLANS AND SPECIFICATIONS. SUCH CHANGES WILL BE ONLY OF A CHARACTER TO CARRY OUT THE GENERAL INTENT OF THE CONTRACT.

SECTION EIGHT- EMPLOYEES

THE CONTRACTOR SHALL EMPLOY ONLY COMPETENT, SAFETY CONSCIOUS WORKERS ON THE JOB. ANY PERSON EMPLOYED UPON THE WORK WHO IS INCOMPETENT, CARELESS, RECKLESS, DISORDERLY, OR DISOBEYS OR EVADES ORDERS OR INSTRUCTIONS SHALL IMMEDIATELY BE REMOVED FROM THE PROJECT BY THE CONTRACTOR.

SECTION NINE- SUBLETTING OF THE WORK

WITHIN TEN (10) DAYS AFTER THE AWARD OF THE CONTRACT, THE CONTRACTOR SHALL SUBMIT TO THE CITY A LIST GIVING THE NAMES AND ADDRESSES OF SUBCONTRACTORS HE PROPOSES TO USE TOGETHER WITH THE SCOPE OF THEIR RESPECTIVE PART OF THE WORK. NO SUBCONTRACTORS SHALL

BEGIN WORK UNTIL APPROVED BY THE CITY. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR HIS OWN ACTS OR OMISSIONS AS WELL AS THAT OF ANY SUBCONTRACTOR OR OF ANY EMPLOYEE OF EITHER. THE CONTRACTOR AGREES THAT NO CONTRACTUAL RELATIONSHIP EXISTS BETWEEN THE SUBCONTRACTOR AND THE CITY IN REGARD TO THIS CONTRACT, AND THAT THE SUBCONTRACTOR ACTS OF THIS WORK AS AN AGENT OR EMPLOYEE OF THE CONTRACTOR.

THE CONTRACTOR SHALL NOT BID WITH THE INTENT NOR WILL BE PERMITTED TO SUBCONTRACT MORE THAN 50% OF THE TOTAL DOLLAR VALUE OF THE TOTAL CONTRACT AS DETERMINED FROM THE BREAKDOWN OF UNIT PRICES CONTAINED IN THIS PROPOSAL. THIS PROVISION WILL BE INTERPRETED TO MEAN THAT THE ON-SITE LABOR ASSOCIATED WITH THE CONSTRUCTION OF THOSE ITEMS OF WORK WHICH TOTAL AT LEAST 50% OF THE DOLLAR VALUE OF THE TOTAL CONTRACT, MUST BE PROVIDED BY THE CONTRACTOR'S OWN FORCES. HOWEVER, IN THE ACCOMPLISHMENT OF HIS 50% OF THE TOTAL CONTRACT THE PRIME CONTRACTOR MAY UTILIZE MATERIALS OR SUPPLIES ON A SUBCONTRACT BASIS TO MEET THE 50% REQUIREMENT.

SECTION TEN- OBTAINING OF PERMITS AND COMPLIANCE WITH LAWS AND ORDINANCES

THE CONTRACTOR SHALL OBTAIN ALL PERMITS NECESSARY FOR WORK, AND SHALL OBEY ALL FEDERAL GOVERNMENT, STATE, AND LOCAL LAWS AND ORDINANCES PERTAINING TO THE WORK.

SECTION ELEVEN- WARRANTY

THE CONTRACTOR WARRANTS TO THE CITY THAT ALL WORK, MATERIALS AND/OR EQUIPMENT FURNISHED UNDER THIS CONTRACT, INCLUDING BUT NOT LIMITED TO WORK, MATERIALS AND/OR EQUIPMENT FURNISHED BY SUBCONTRACTORS, WILL BE NEW UNLESS OTHERWISE SPECIFIED, AND THAT ALL WORK, WHETHER FURNISHED BY CONTRACTOR OR ANY SUBCONTRACTOR, WILL BE OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS, AND IN CONFORMITY WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS. ALL WORK, MATERIALS AND/OR EQUIPMENT NOT CONFORMING TO THESE STANDARDS SHALL BE CONSIDERED DEFECTIVE.

THIS WARRANT SHALL RUN THE LONGER OF:

- A. A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF SATISFACTORY INSTALLATIONS AND COMPLETION OF IMPROVEMENTS; OR
- B. A PERIOD OF TWELVE (12) MONTHS FROM THE DISCOVERY OF ANY LATENT DEFECT (A DEFECT THAT COULD NOT HAVE BEEN DISCOVERED BY AN INSPECTION MADE WITH ORDINARY CARE) IN THE WORK, MATERIALS AND/OR EQUIPMENT.

SECTION TWELVE- RIGHT OF THE CITY TO TERMINATE CONTRACT

IN THE EVENT THAT ANY OF THE PROVISIONS OF THIS CONTRACT ARE VIOLATED BY THE CONTRACTOR, OR BY ANY OF HIS SUBCONTRACTORS, THE CITY MAY SERVE WRITTEN NOTICE UPON THE CONTRACTOR, AND THEIR SURETY OF ITS INTENTION TO TERMINATE THE CONTRACT, SUCH AS NOTICES TO CONTAIN THE REASON FOR SUCH INTENTION TO TERMINATE THE CONTRACT, AND UNLESS WITHIN TEN (10) DAYS AFTER THE SERVING OF SUCH NOTICE UPON THE CONTRACTOR, SUCH VIOLATION OR DELAY SHALL CEASE AND SATISFACTORY ARRANGEMENT OF CORRECTION BE MADE, THE CONTRACT SHALL, UPON THE EXPIRATION OF SAID TEN (10) DAYS CEASE AND TERMINATE. IN THE EVENT OF SUCH TERMINATION THE CITY SHALL IMMEDIATELY SERVE NOTICE THEREOF UPON THE SURETY AND THE CONTRACTOR, BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND THE SURETY SHALL HAVE THE RIGHT TO TAKE OVER

AND PERFORM THE CONTRACT, PROVIDED, HOWEVER, THAT IF THE SURETY DOES NOT COMMENCE PERFORMANCE THEREOF WITHIN FIFTEEN (15) DAYS FROM THE DATE OF RECEIPT BY SUCH SURETY OF THE NOTICE OF TERMINATION, THE CITY MAY TAKE OVER THE WORK AND PROCEED TO COMPLETION BY CONTRACT FOR THE AMOUNT AND AT THE EXPENSE OF THE CONTRACTOR, AND THE CONTRACTOR AND THEIR SURETY SHALL BE LIABLE TO THE CITY FOR ANY EXCESS COST OCCASIONED THE CITY THEREBY, INCLUDING, BUT NOT LIMITED TO, ENGINEERS AND ATTORNEYS FEES, AND IN SUCH EVENT, THE CITY MAY TAKE POSSESSION OF THE PROJECT AND UTILIZE IN THE COMPLETION OF THE WORK, SUCH MATERIALS, APPLIANCES AND PLANT AS MAY BE ON THE SITE OF THE WORK.

SECTION THIRTEEN- REMOVAL OF EQUIPMENT AND CLEANING UP

UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL REMOVE ALL THEIR EQUIPMENT, TOOLS, MATERIALS, AND OTHER ARTICLES NOT A PART OF THE COMPLETED WORK FROM THE PROPERTY OF THE CITY.

SECTION FOURTEEN- PAYMENTS AND CONTRACTOR'S AFFIDAVIT

- A. PAYMENTS WILL BE MADE IN A LUMP SUM WITHIN THIRTY (30) DAYS AFTER THE CONTRACTOR HAS COMPLETELY DELIVERED ALL MATERIALS AND/OR SERVICES IN ACCORDANCE WITH THE REQUIREMENTS OF THE PLANS AND SPECIFICATIONS FOR ANY GIVEN PARTIAL PAYMENT.
- B. THE FINAL PAYMENT WILL, HOWEVER, NOT BECOME DUE UNTIL THE CONTRACTOR HAS FURNISHED THE CITY OF ROANOKE RAPIDS AN AFFIDAVIT SIGNED, SWORN, AND NOTARIZED TO THE EFFECT THAT ALL PAYMENTS FOR MATERIALS, SERVICES, OR ANY REASON IN CONNECTION WITH THIS CONTRACT HAVE BEEN SATISFIED AND THAT NO CLAIMS OR LIENS EXIST AGAINST THE CONTRACTOR IN CONNECTION WITH THIS CONTRACT. IN THE EVENT THAT THE CONTRACTOR CANNOT OBTAIN SIMILAR AFFIDAVITS FROM SUBCONTRACTORS TO PROTECT THE CONTRACTOR AND THE OWNER FROM POSSIBLE LIENS OR CLAIMS AGAINST THE SUBCONTRACTOR, THE CONTRACTOR SHALL STATE IN HIS AFFIDAVITS THAT NO CLAIMS OR LIENS EXIST IN FAVOR OF ANY SUBCONTRACTOR TO THE BEST OF THE CONTRACTOR'S KNOWLEDGE, AND IF ANY APPEARS AFTERWARDS, THE CONTRACTOR SHALL SAVE THE CITY HARMLESS ON ACCOUNT THEREOF.

SECTION FIFTEEN- TIME FOR COMPLETION AND LIQUIDATED DAMAGES

THE TIME OF COMPLETION SHALL BE 30 CALENDAR DAYS AND SHALL BEGIN ON THE DATE SPECIFIED ON THE NOTICE TO PROCEED. FOR EACH DAY AFTER THE COMPLETION, THE CONTRACTOR SHALL PAY THE SUM OF TWO HUNDRED DOLLARS (\$200.00) PER DAY AS LIQUIDATED DAMAGES. THE CONTRACTOR WILL NOT BE GIVEN CREDIT FOR DAYS WHEN THE WEATHER IS NOT SUITABLE FOR ROADWAY CONSTRUCTION.

SECTION SIXTEEN- SALES TAX CERTIFICATES

THE FOLLOWING PROCEDURE IN HANDLING THE NORTH CAROLINA SALES TAX IS APPLICABLE TO THIS PROJECT. CONTRACTORS SHALL FULLY COMPLY WITH THE REQUIREMENTS OUTLINED HEREINAFTER, IN ORDER THAT THE CITY MAY RECOVER THE AMOUNT OF THE TAX PERMITTED UNDER THE LAW.

- A. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FURNISH THE CITY DOCUMENTARY EVIDENCE SHOWING THE MATERIALS USED AND SALES TAX PAID BY THE CONTRACTOR AND EACH OF THEIR SUBCONTRACTORS.
- B. MATERIALS USED FROM CONTRACTOR'S OR SUBCONTRACTOR'S WAREHOUSE STOCK SHALL BE SHOWN IN A CERTIFIED STATEMENT AT WAREHOUSE STOCK PRICES.
- C. THE DOCUMENTARY EVIDENCE SHALL CONSIST OF A CERTIFIED STATEMENT BY THE CONTRACTOR AND EACH OF THEIR MATERIALS FROM EACH SEPARATE VENDOR AND TOTAL SALES TAX PAID TO EACH VENDOR. CERTIFIED STATEMENT MUST SHOW THE INVOICE NUMBER OR NUMBERS, COVERED AND INCLUSIVE DATES OF SUCH INVOICES.
- D. THE DOCUMENTARY EVIDENCE TO BE FURNISHED TO THE CITY 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 CONTRACT WITH INCORPORATED CITIES, TOWNS AND COUNTIES IN THIS STATE. THE DOCUMENTARY EVIDENCE IS TO BE SUBMITTED TO THE CITY TO BE PREPARED AND SUBMITTED BY THEM TO OBTAIN REFUNDS PROVIDED BY G.S. 105-164.14 (2) AND (3) OF THE 1961 STATUTE, AND IS TO INCLUDE THE PURCHASES OF BUILDING MATERIALS, SUPPLIES, FIXTURES AND EQUIPMENT WHICH BECAME OF PART OF OR ANNEX TO BUILDINGS OR STRUCTURES BEING ERECTED, ALTERED OR REPAIRED UNDER CONTRACTS WITH THE CITY.
- E. THE CONTRACTOR OR CONTRACTORS TO WHOM AWARD IS MADE ON THIS PROJECT WILL BE REQUIRED TO FOLLOW THE PROCEDURE OUTLINED ABOVE.

SECTION SEVENTEEN- EXCISE TAX ON MATERIALS OR FEDERAL TRANSPORTATION TAX

WHEREVER EXISTING FEDERAL LAW CONCERNING FEDERAL EXCISE TAXES AND FEDERAL TRANSPORTATION TAX PROVIDE THAT THE CITY IS EXEMPT FROM PAYMENT ON SUCH TAX ON ITEMS PURCHASED BY IT, AND THESE LAWS AND REGULATIONS PERMIT THE EXTENSIONS OF THIS EXEMPTION TO THE CONTRACTOR PERFORMING WORK FOR THE CITY. THE CITY WILL SUPPLY AFFIDAVITS AS TO THE EXISTENCE AND NATURE OF THE CONTRACT, AS REQUESTED BY THE CONTRACTOR FOR HIS USE IN FILING WITH THEIR VENDORS AND TRANSPORTATION AGENCIES TO MAKE THEIR PURCHASES FOR WORK UNDER THE CONTRACT EXEMPT FROM SUCH TAXES, PROVIDED, (1) THAT THE CONTRACTOR SHALL HAVE FILED AN AFFIDAVIT WITH THE CITY THAT THEIR BID ON THIS CONTRACT DOES NOT INCLUDE ANY COSTS OF SAID TAXES, AND (2) THAT THE MATERIALS FOR WHICH THEY WILL REQUEST EXEMPTION FROM TAX WILL BE ONLY THOSE MATERIALS WHICH UPON COMPLETION OF THE CONTRACT WILL HAVE ACTUALLY BEEN INCORPORATED INTO THE WORK UNDER THIS CONTRACT, AND UPON RECEIPT OF FINAL PAYMENT BY THE CONTRACTOR WILL BECOME THE PROPERTY OF THE CITY.

SECTION EIGHTEEN- FINALITY OF PUBLIC WORKS DIRECTOR'S DECISIONS

THE PUBLIC WORKS DIRECTOR, IN ADDITION TO THOSE MATTERS ELSEWHERE HEREIN EXPRESSLY MADE SUBJECT TO HIS DETERMINATION, DIRECTION OR APPROVAL, SHALL HAVE THE POWER:

- 1. TO INSPECT THE PERFORMANCE OF THE WORK.
- 2. TO DETERMINE THE AMOUNT, KIND, QUALITY, SEQUENCE AND LOCATION OF THE WORK TO BE PAID FOR HEREUNDER.
- 3. TO DETERMINE ALL QUESTIONS IN RELATION TO THE WORK TO INTERPRET THE SPECIFICATIONS AND ADDENDUM.

THE FOREGOING ENUMERATION SHALL NOT IMPLY ANY LIMITATIONS UPON THE POWER OF THE PUBLIC WORKS DIRECTOR, FOR IT IS THE INTENT OF THE CONTRACT THAT ALL OF THE WORK SHALL BE SUBJECT TO HIS DETERMINATION AND APPROVAL EXCEPT WHERE THE DETERMINATION AND APPROVAL OF SOMEONE OTHER THAN THE PUBLIC WORKS DIRECTOR IS EXPRESSLY CALLED FOR HEREIN. ALL ORDERS OF THE PUBLIC WORKS DIRECTOR REQUIRING THE CONTRACTOR TO PERFORM WORK AS CONTRACT WORK SHALL BE PROMPTLY OBEYED BY THE CONTRACTOR.

SUPPLEMENTAL GENERAL CONDITIONS

1. DEFINITIONS

1. "CITY"- REFERS TO THE CITY OF ROANOKE RAPIDS
2. "PUBLIC WORKS DIRECTOR"- REFERS TO THE PUBLIC WORKS DIRECTOR OR HIS DESIGNATED REPRESENTATIVE
3. "PLANS"- REFERS TO THOSE PLANS PREPARED SPECIFICALLY FOR THIS PROJECT
4. "WORK OR PROJECT"- REFERS TO WORK SHOWN ON THE PLANS AND/OR SPECIFIED HEREIN
5. "CONTRACTOR"- REFERS TO THE SUCCESSFUL BIDDER TO WHOM THE CONTRACT HAS BEEN AWARDED AND WHO HAS EXECUTED THE CONTRACT DOCUMENTS
6. "MANUAL"- WHENEVER THE TERM "LATEST N.C. HIGHWAY COMMISSION SPECIFICATIONS" IS USED, IT SHALL MEAN N.C. HIGHWAY COMMISSION STANDARDS SPECIFICATIONS FOR ROAD AND STRUCTURES INCLUDED SUPPLEMENT NUMBER ONE AND ALL ADDENDA THERETO.

2. USE OF PREMISES:

THE CONTRACTOR SHALL CONFINE HIS APPARATUS, STORAGE OF MATERIALS AND THE OPERATIONS OF THEIR WORKMEN TO THE LIMITS INDICATED BY THE PUBLIC WORKS DIRECTOR AND SHALL NOT EXCEED THOSE ESTABLISHED LIMITS IN HIS OPERATIONS.

3. INDEMNITY:

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS AGENTS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES ARISING OUT OF OR RESULTING FROM THE WORK, PROVIDED THAT ANY SUCH CLAIM, DAMAGE, LOSS OR EXPENSES IS (A) ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH OR TO INJURY OR DESTRUCTION OF PROPERTY (OTHER THAN THE WORK ITSELF) INCLUDING THE LOSS OR USE RESULTING THEREFROM, AND (B) IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENCE ACT OR OMISSION OF CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIMS, DAMAGES, LOSS AND EXPENSE ARE CAUSED IN PART BY ANY PARTY INDEMNIFIED HEREUNDER.

4. INSURANCE:

CONTRACTOR SHALL PURCHASE AND MAINTAIN SUCH COMPREHENSIVE GENERAL LIABILITY AND OTHER INSURANCE AS WILL PROVIDE PROTECTION FROM CLAIMS AS SET FORTH BELOW WHICH MAY ARISE OUT OF OR RESULT FROM CONTRACTOR'S PERFORMANCE OF THE WORK AND ANY OTHER OBLIGATIONS, INCLUDING INDEMNITY OBLIGATIONS, UNDER THIS CONTRACT, WHETHER SUCH PERFORMANCE IS BY CONTRACTOR, BY ANY SUBCONTRACTOR, BY ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR BY ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE. ALL SUCH INSURANCE SHALL CONTAIN A PREVISION THAT THE COVERAGE AFFORDED WILL NOT BE

CANCELLED, MATERIALLY CHANGED OR RENEWAL REFUSED UNTIL AT LEAST THIRTY (30) DAYS PRIOR WRITTEN NOTICE HAS BEEN GIVEN TO THE CITY. ALL SUCH INSURANCE SHALL REMAIN IN EFFECT UNTIL FINAL PAYMENT AND AT ALL TIMES THEREAFTER WHEN CONTRACTOR MAY BE CORRECTING, REMOVING OR REPLACING DEFECTIVE OR FAULTY WORK. NO WORK SHALL COMMENCE UNTIL ALL SUCH INSURANCE HAS BEEN APPROVED IN WRITING BY THE CITY.

1. WORKMEN'S COMPENSATION- THE CONTRACTOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THIS CONTRACT WORKMEN'S COMPENSATION INSURANCE FOR ALL EMPLOYEES AT THE SITE OF THE PROJECT UNDER THIS CONTRACT, INSURANCE COVERING ALL EMPLOYEES MEETING STATUTORY LIMITS IN COMPLIANCE WITH THE APPLICABLE STATE AND FEDERAL LAWS. THE COVERING MUST INCLUDE EMPLOYER'S LIABILITY WITH A LIMIT OF \$100,000.00 FOR EACH ACCIDENT, \$100,000.00 BODILY INJURY BY DISEASE POLICY LIMIT.
2. COMPREHENSIVE GENERAL LIABILITY- THE CONTRACTOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THIS CONTRACT SUCH COMPREHENSIVE GENERAL LIABILITY INSURANCE AS SHALL PROTECT THE CONTRACTOR, THE CITY AS A NAMED INSURED, AND ANY SUBCONTRACTOR PERFORMING WORK COVERED BY THIS CONTRACT, WHETHER SUCH OPERATION BE BY THEMSELVES OR BY ANY SUBCONTRACTOR, OR BY ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY EITHER OF THEM. THE AMOUNTS OF SUCH INSURANCE SHALL BE AS FOLLOWS:
 - A) COMPREHENSIVE GENERAL LIABILITY INSURANCE IS AN AMOUNT WITH MINIMUM LIMITS OF \$1,000,000.00 PER OCCURRENCE, COMBINED SINGLE LIMIT FOR BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY. THIS SHALL INCLUDE PREMISES AND OPERATIONS, INDEPENDENT CONTRACTORS, PRODUCT AND COMPLETED OPERATIONS AND CONTRACTUAL LIABILITY.
 - B) BUSINESS AUTO LIABILITY COVERAGE SHALL HAVE MINIMUM LIMITS OF \$1,000,000.00 PER OCCURRENCE, COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE LIABILITY. THIS SHALL INCLUDE OWNED VEHICLES, HIRE AND NON-OWNED VEHICLES AND EMPLOYEE NON-OWNERSHIP.
 - C) SPECIAL REQUIREMENTS: THE CITY OF ROANOKE RAPIDS IS TO BE INCLUDED AS AN ADDITIONAL INSURED ON BOTH COMPREHENSIVE GENERAL LIABILITY AND BUSINESS AUTO LIABILITY POLICIES.
 - D) CURRENT, VALID INSURANCE POLICIES MEETING THE REQUIREMENTS HEREIN IDENTIFIED SHALL BE MAINTAINED DURING THE DURATION OF THE NAMED PROJECT. RENEWAL CERTIFICATES SHALL BE SENT TO THE CITY THIRTY (30) DAY PRIOR TO ANY EXPIRATION DATE. THERE SHALL ALSO BE A THIRTY (30) DAYS NOTIFICATION TO THE CITY IN THE EVENT OF CANCELLATION OR MODIFICATION OF ANY STIPULATED INSURANCE COVERAGE. CERTIFICATES OF INSURANCE MEETING THE REQUIRED INSURANCE PROVISIONS SHALL BE FORWARDED TO THE CITY OF ROANOKE RAPIDS. WORDING ON THE CERTIFICATE WHICH STATES THAT NO LIABILITY SHALL BE IMPOSED UPON THE COMPANY FOR FAILURE TO PROVIDE SUCH NOTICE IS NOT ACCEPTABLE.

- E) IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL SUBCONTRACTORS COMPLY WITH THE SAME INSURANCE REQUIREMENTS REQUIRED BY THE CONTRACTOR.

THE CONTRACTOR SHALL PROMPTLY MAIL A COPY OF ANY APPROVED CHANGE ORDERS TO ALL CORPORATE SURETIES WHICH HAVE ISSUED A BOND IN CONNECTION WITH THE CONTRACT.

2022-2033 RESURFACING PROGRAM

GENERAL SPECIFICATIONS

SCOPE OF WORK:

THE SCOPE OF THIS PROJECT COVERS THE PREPARATION OF STREETS, SWEEPING, TACKING, RESURFACING, ETC. TO RENDER A COMPLETE PROJECT AS INTENDED BY THESE PLANS AND SPECIFICATIONS. CONSTRUCTION IS PROPOSED ON THE FOLLOWING STREETS AS LISTED IN THE CHARTS BELOW:

STREET: EAST SIDE	LENGTH	WIDTH
HUNTING RIDGE RD (BEECHWOOD TO PRUDEN)	610	29
GEORGIA AVE (10TH TO STONEY BROOK DR)		
STONEY BROOK TO END OF CURB	220	29
10TH TO START OF CURB & GUTTER	1307	22
CREW STREET (CAROLINA AVE TO VIRGINIA AVE)	590	22
EAST 13TH (PARK AVE TO VIRGINIA AVE)	693	20
STEEPLECHASE RUN (PROFESSIONAL DR TO CUL-DE-SAC)	621	28
CUL-DE-SAC	76	76
MARSHALL STREET (EAST 15TH STREET TO RAILROAD TRACKS)	270	32
JEFFERSON STREET (6TH TO 7TH)	632	32
ELM STREET	415	29
WHEELER STREET (158 TO ENTRANCE TO CYPRESS DRIVE)	1316	20
WHEELER STREET (158 TO ENTRANCE TO KFC)	319	20
(STRICKLAND STREET TO CYPRESS DRIVE)	520	20
VINE STREET (158 TO CREEK)	585	25
CAROLINA STREET (10TH TO CURVE AT 1115 CAROLINA STREET)	825	20
VIRGINIA AVE (9TH TO 10TH)	1042	22
LINWOOD DRIVE (9TH STREET)	109	29
CUL -DE- SAC	76	76
CHOCKOYOTTE STREET	2055	23
PAVED SHOULDER WEST SIDE (McDONALDS)	102	10
PAVED SHOULDER EAST SIDE (SUBWAY)	109	10

STREET: WEST SIDE	LENGTH	WIDTH
FIRST STREET (FRANKLIN TO RAILROAD)	558	29
(RAILROAD TO MONROE)	53	29
CEDAR (2ND TO 3RD)	625	32
MADISON (1ST TO 3RD)	1275	32
HAWKINS DR (158 TO 2106 HAWKINS DR)	702	20
DANIEL STREET (JENKINS COURT TO END)	789	30
GORDON DRIVE (END TO ADAMS CIRCLE)	921	30
ADAMS CIRCLE	935	30
5TH STREET (ASPHALT CHANGE TO END OF CURB GUTTER)	275	32
(END OF CURB GUTTER TO HARRIS STREET)	1600	22
9TH TO 10TH ALLEY	585	12
(BETWEEN MONROE STREET AND MADISON STREET)		
HINSON STREET (STATE ROAD IN CURVE TO ASPHALT CHANGE)	2036	21

TOTAL COSTS FOR THIS PROJECT ARE SUBJECT TO BUDGETARY APPROPRIATIONS. THE CITY RESERVES THE RIGHT TO ADD/OR DELETE CERTAIN STREETS TO MAINTAIN FUNDING WITHIN THIS LIMIT.

ADDITIONAL WORK:

THE CONTRACTOR FURTHER AGREES THAT THEY WILL DO ANY AND ALL WORK, DURING THE EXISTENCE OF THE CONTRACT, OUTSIDE OF THE WORK COVERED BY CONTRACT PRICES, AT COST OF MATERIALS AND LABOR PLUS TEN (10) PERCENT PROFIT. ANY OR ALL EXTRA WORK SHALL BE AUTHORIZED BY THE PUBLIC WORKS DIRECTOR IN WRITING ONLY.

SUB-LETTING:

THE CONTRACTOR SHALL NOT LET OR TRANSFER THIS CONTRACT OR ANY PART THEREOF (EXCEPT FOR MATERIALS) WITHOUT CONSENT OF THE PUBLIC WORKS DIRECTOR GIVEN IN WRITING. SUCH CONSENT DOES NOT RELEASE OR RELIEVE THE CONTRACTOR OF ANY PART OF THE OBLIGATION OR LIABILITY UNDER THE CONTRACT.

RESPONSIBILITY FOR DAMAGE CLAIMS:

THE CONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS THE CITY, AND ALL ITS OFFICERS, AGENTS AND EMPLOYEES, FROM ALL SUITS, ACTIONS OR CLAIMS OF ANY CHARACTER, NAME AND DESCRIPTION, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON, OR PROPERTY BY OR IN CONSEQUENCE OF ANY NEGLIGENCE IN SAFEGUARDING THE WORK, OR THROUGH OMISSION, NEGLIGENCE OR MISCONDUCT OF THE SAID CONTRACTOR OR THROUGH THEIR EMPLOYEES, OR THROUGH THEIR USE OF UNACCEPTABLE MATERIALS IN CONSTRUCTING THE PROJECT, OR BY OR ON ACCOUNT OF ANY CLAIMS OR AMOUNTS RECOVERED FOR INFRINGEMENTS OF PATENTS,

TRADEMARKS OR COPYRIGHT, OR FROM ANY CLAIM OR AMOUNT ARISING OR RECOVERED UNDER AND BY VIRTUE OF THIS CONTRACT. SEE **WARRANTY** SECTION ELEVEN.

THE CONTRACTOR WARRANTS TO THE CITY THAT ALL WORK, MATERIALS AND/OR EQUIPMENT FURNISHED UNDER THIS CONTRACT, INCLUDING BUT NOT LIMITED TO WORK, MATERIALS AND/OR EQUIPMENT FURNISHED BY SUBCONTRACTORS, WILL BE NEW UNLESS OTHERWISE SPECIFIED, AND THAT ALL WORK, WHETHER FURNISHED BY CONTRACTOR OR ANY SUBCONTRACTOR, WILL BE GOOD QUALITY, FREE FROM FAULTS AND DEFECTS, AND IN CONFORMITY WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS. ALL WORK, MATERIALS AND/OR EQUIPMENT NOT CONFORMING TO THESE STANDARDS SHALL BE CONSIDERED DEFECTIVE.

TECHNICAL SPECIFICATIONS

TS.1.1 BITUMINOUS CONCRETE, TYPE I-2

THE FINE AGGREGATE AND REQUIRED MATERIALS SHALL BE COMBINED IN SUCH PROPORTION AS TO PRODUCE A MIXTURE CONFORMING TO THE LATEST N.C. HIGHWAY COMMISSION SPECIFICATIONS FOR TYPE I-2 BITUMINOUS CONCRETE.

TS.1.2 SAMPLES

SAMPLES OF THE ACTUAL MIXTURE IN USE WILL BE TAKEN AS MANY TIMES AS NECESSARY AT THE DISCRETION OF THE PUBLIC WORKS DIRECTOR AND THE MIXTURE MUST BE MAINTAINED UNIFORMLY THROUGHOUT THE PROJECT WITHIN THE ABOVE LIMITS. NO CHANGE IN THE MIX SHALL BE MADE WITHOUT THE APPROVAL OF THE PUBLIC WORKS DIRECTOR.

TS.1.3 TACK AND PRIME COAT

THE MATERIALS FOR THE TACK COAT SHALL CONSIST OF ONE OF THE FOLLOWING:

ASPHALT PRIME: GRADE RC-0 ASPHALT PRIME SHALL MEET WITH THE REQUIREMENTS OF NORTH CAROLINA STATE HIGHWAY COMMISSION LATEST SPECIFICATIONS.

ASPHALT TACK: GRADE AP-3 AE-1 SPECIAL AS PER THE NORTH CAROLINA STATE HIGHWAY COMMISSION LATEST SPECIFICATIONS

TS.1.4 AGGREGATES

ALL AGGREGATE SHALL CONFORM TO THE NORTH CAROLINA HIGHWAY COMMISSION LATEST SPECIFICATIONS.

THE FINE AGGREGATE SHALL BE UNIFORMLY GRADED FROM COURSE TO FINE TO MEET THE GRADATION REQUIRED FOR VARIOUS GRADING STIPULATED UNDER COMPOSITION OF MIXTURES. IT SHALL CONSIST OF SAND, STONE SCREENING AND A BLEND OF SAND AND STONE SCREENING. THE FINE AGGREGATE SHALL BE COMPOSED OF GRAINS OF QUARTZ OR OTHER HARD, DURABLE ROCK, ROUGH SURFACE, AND ANGULAR GRAINS, AND FREE FROM COATING OF ANY INJURIOUS MATERIALS. IT SHALL BE FREE FROM LUMPS OF CLAY, LOAM OR OTHER MATERIALS. STONE SCREENING SHALL BE PRODUCED FROM STONE WHICH SHALL HAVE A PERCENT OF WEAR NOT MORE THAN 65, AS DETERMINED BY A.A.S.H.D. METHOD T96. SAND SHALL BE SECURED FROM APPROVED PITS AND SHALL BE FURNISHED BY THE CONTRACTOR.

TS.1.5 CONSTRUCTION METHODS

WEATHER: NO SURFACE COURSE SHALL BE LAID WHEN THE ATMOSPHERE TEMPERATURE IS LESS THAN 40 DEGREES FAHRENHEIT IN THE SHADE OF THE PLACE OF CONSTRUCTION.

EQUIPMENT: ALL EQUIPMENT, TOOLS, MACHINERY AND PLANT USED FOR HANDLING AND EXECUTING ANY PART OF THIS CONTRACT MUST BE SUITABLE TO THE PUBLIC WORKS DIRECTOR BEFORE THE WORK IS STARTED AND MUST BE MAINTAINED IN A SATISFACTORY MANNER AT ALL TIMES.

TS.1.6 BARRICADES AND WARNING SIGNS

ALL STREETS ARE TO BE CLOSED TO TRAFFIC AND SHALL BE PROTECTED BY SUITABLE BARRICADES, LIGHTS AND SIGNS AND FLAGGERS, WHICH ARE TO BE PROVIDED BY THE CONTRACTOR TO THE SATISFACTION OF THE PUBLIC WORKS DIRECTOR. IF ANY VEHICLES ARE TO BE ALLOWED TO ENTER THE STREET, THEN THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGES THAT MAY ARISE FROM THE WORK BEING PERFORMED AT THE TIME.

TS.1.7 CONSTRUCTION METHODS

PLANT SCALE: SCALES FOR ANY WEIGH BOX OR HOPPER SHALL MEET THE REQUIREMENTS OF THE NORTH CAROLINA STATE HIGHWAY COMMISSION AND AS SET FORTH IN ITS LATEST STANDARD SPECIFICATIONS FOR ROADS.

BITUMINOUS CONTROL UNIT: SATISFACTORY MEASURES EITHER BY WEIGHING OR METERING SHALL BE PROVIDED TO OBTAIN THE PROPER AMOUNT OF BITUMINOUS MATERIALS "WITHIN THE STIPULATED LIMITS OF THE LATEST N.C. HIGHWAY COMMISSIONS SPECIFIED TOLERANCE FOR JOB MIXING". SUITABLE MEASURES SHALL BE PROVIDED FOR MAINTAINING THE SPECIFIED TEMPERATURE FOR BITUMINOUS MATERIAL IN THE PIPELINES, METER WEIGH BUCKETS, SPRAYING BARS AND OTHER CONTAINERS AT FLOW LINE.

THERMOMETRIC EQUIPMENT: AN ARMORED THERMOMETER READING 200 DEGREES FAHRENHEIT TO 400 DEGREES FAHRENHEIT SHALL BE FIXED IN THE BITUMINOUS FEED LINE AT A SUITABLE LOCATION NEAR THE DISCHARGE VALVE AT THE MIXER PLANT. THE PLANT SHALL BE FURTHER EQUIPPED WITH AN APPROVED DIAL SCALE MERCURY THERMOMETER, AN ELECTRIC PYROMETER OR OTHER APPROVED THERMOMETER INSTRUMENTS SO PLACED AT THE DISCHARGE CHUTE OF THE LAYER AS TO REGISTER OR INDICATE AUTOMATICALLY THE TEMPERATURE OF THE HEATED AGGREGATE.

CONTROL MIXING TIME: THE PLANT SHALL BE EQUIPPED WITH POSITIVE MEANS TO GOVERN THE TIME OF MIXING AND TO MAINTAIN A CONSTANT MIXING TIME UNLESS CHANGED BY ORDER OF THE PUBLIC WORKS DIRECTOR. THE TIME OF MIXING SHALL BE CONSIDERED AS THE INTERVAL BETWEEN THE TIME THE BITUMINOUS MATERIAL IS SPREAD ON THE AGGREGATE AND THE TIME THE SAME AGGREGATE LEAVES THE MIXING PLANT.

ROLLERS: ROLLERS USED TO COMPACT THE SOURCE COURSE MIXTURE SHALL BE AN 8 OR 10 TON TANDEM, AND A SELF PROPELLED PNEUMATIC TIRED ROLLER CAPABLE OF HAVING TIRE PRESSURE OF 60 TO 90 POUNDS PER SQUARE INCH. THE ROLLERS SHALL WEIGH NOT LESS THAN 250 POUNDS TO THE INCH WIDTH OF ROLLER THREAD.

PLACING SURFACE COURSE MIXTURE: PRIOR TO PLACING THE SURFACE COURSE, THE BASE OR SURFACE SHALL BE CLEANED OF ALL COARSE AND FOREIGN MATERIALS AND A TACK OR PRIME COAT SHALL BE UNIFORMLY APPLIED AT THE RATE OF FROM 1/4TH TO 1/12TH OF A GALLON PER SQUARE YARD, AS DIRECTED BY THE PUBLIC WORKS DIRECTOR. THE TEMPERATURE AT THE TIME OF APPLICATION SHALL BE WITHIN THE FOLLOWING LIMITS AS DIRECTED BY THE PUBLIC WORKS DIRECTOR: AP-3 TACK, 275 DEGREES F° -350 DEGREES F°

AE-A SPECIAL TACK, 90 DEGREES F° - 130 DEGREES F°

RC-0 PRIME, 90 DEGREES F° - 130 DEGREES F°

MECHANICAL SPREADING AND FINISHING EQUIPMENT WITH A SCREED OR STRIKE-OFF ASSEMBLY SHALL BE USED TO DISTRIBUTE THE MIXTURE EITHER OVER THE ENTIRE WIDTH OR OVER SUCH PARTIAL WIDTH LANES AS MAY BE PRACTICAL AND TO STRIKE IT OFF TO THE TRANSVERSE CROWN REQUIRED. THE

SCREED SHALL BE ADJUSTABLE TO GIVE CROSS SECTION SHAPE PRESCRIBED AND OPERATED TO PLACE THE WEIGHT AND THICKNESS PER SQUARE YARD OF SURFACE COURSE SPECIFIED BY THE PUBLIC WORKS DIRECTOR. AFTER THE SURFACE COURSE MIXTURE HAS BEEN SCREED AND BEFORE ROLLER COMPACTION IS STARTED, THE SURFACE SHALL BE RE-CHECKED, ALL FAT SPOTS AND IRREGULAR AREAS REMOVED AND REPLACED WITH SATISFACTORY MATERIAL. IRREGULARITIES IN ALIGNMENT AND GRADES ALONG THE OUTSIDE EDGES SHALL ALSO BE CORRECTED BY THE ADDITION OR REMOVAL OF MIXTURE BEFORE THE EDGE IS ROLLED. ON AREAS WHERE IT IS IMPOSSIBLE TO USE MECHANICAL SPREADING AND FINISHING EQUIPMENT, THE MIXTURE SHALL BE SPREAD AND SCREED BY HAND AS DIRECTED BY THE PUBLIC WORKS DIRECTOR.

CONTACT SURFACES OF HEADERS, CURBING, MANHOLES, VERTICAL FACES OF OLD PAVEMENT, ETC. SHALL BE PAINTED WITH A THIN, UNIFORM COATING OF HOT ASPHALT JUST BEFORE THE SURFACE MIXTURE IS PLACED AGAINST THEM. IMMEDIATELY ADJACENT TO HEADERS, FLUSH CURBING, GUTTERS, LINERS, AND OTHER STRUCTURES, THE SURFACE COURSE MIXTURE SHALL BE SPREAD UNIFORMLY HIGH SO THAT AFTER COMPACTION, IT WILL BE ¼ INCH ABOVE THE EDGES OF SUCH STRUCTURES. THE CONTRACTOR SHALL PROVIDE SUITABLE MEANS FOR KEEPING ALL TOOLS CLEAN AND FREE FROM AN ACCUMULATION OF BITUMINOUS MATERIALS.

ALL PAVING SHALL BE INSTALLED IN STRIPS NOT EXCEEDING 10 FEET IN WIDTH PER RUN.

COMPACTING SURFACE COURSE: AFTER PLACING AND WHILE STILL HOT, THE MIXTURE SHALL BE THOROUGHLY AND UNIFORMLY ROLLED AND COMPACTED, AS SPECIFIED BY THE PUBLIC WORKS DIRECTOR.

JOINTS: PLACING OF THE SURFACING COURSE SHALL BE AS NEARLY CONTINUOUS AS POSSIBLE. THE ROLLER SHALL PASS OVER THE UNPROTECTED END OF THE FRESHLY LAID MIXTURE ONLY WHEN THE LAYING OF THIS COURSE IS TO BE DISCONTINUED FOR SUCH LENGTH OF TIME AS TO PERMIT THE MIXTURE TO BECOME CHILLED, IN WHICH CASE A JOINT SHALL BE FORMED BY CUTTING AND TRIMMING BACK THE GRANULAR SURFACE FOR THE FULL SPECIFIED DEPTH OF THE COURSE SO THAT A BOND WILL BE FORMED WITH THE FRESH MIXTURE UNLESS OTHERWISE DIRECTED BY THE PUBLIC WORKS DIRECTOR.

AT THE END OF THE DAYS WORK, JOINTS SHALL BE FORMED BY LAYING AND ROLLING AGAINST BOARDS OF THE THICKNESS OF THE COMPACTED MIXTURE PLACED ACROSS THE ENTIRE WIDTH OF THE PAVEMENT, OR BY SUCH METHODS AS APPROVED BY THE PUBLIC WORKS DIRECTOR. WHEN THE LAYING OF THE MIXTURE IS RESUMED, THE EXPOSED EDGES OF THE JOINTS SHALL BE PAINTED WITH A THIN COAT OF HOT ASPHALT CEMENT AND THE FRESH MIXTURE SHALL BE ROLLED AGAINST THE JOINT, THOROUGHLY TAMPED WITH HOT TAMPS AND ROLLED.

PROTECTION OF PAVEMENT: NEWLY COMPACTED SURFACE COURSE SHALL BE PROTECTED FROM TRAFFIC UNTIL IT HAS BECOME PROPERLY HARDENED BY COOLING, AS DIRECTED BY THE PUBLIC WORKS DIRECTOR.

FINISHED SURFACE: THE SURFACE OF THE PAVEMENT AFTER COMPACTION SHALL BE SMOOTH AND TRUE TO THE ESTABLISHED CROWN AND GRADE. ANY DEFECTIVE PLACES SHALL BE IMMEDIATELY REMEDIED BY REMOVING THE SURFACE COURSE MIXTURE AT SUCH SPOTS AND REPLACING IT WITH FRESH HOT MIXTURE WHICH SHALL BE COMPACTED TO CONFORM TO SURROUNDING AREA. THE FINISHED SURFACE SHALL BE CHECKED WITH A TEN FOOT STRAIGHT EDGE, APPLIED PARALLEL TO THE

CENTER LINE OF PAVEMENT AND ANY PLACES THAT VARY MORE THAN ¼ INCH AS MEASURED FROM THE BOTTOM OF THE STRAIGHT-EDGE TO THE FINISHED SURFACE SHALL BE CORRECTED BY REPAIRING OR IF NECESSARY, BE REMOVED AND REPLACED.

PLANT TICKETS: THE NUMBER OF BATCHES AND TOTAL WEIGHT OF ALL LOADS OF THE BITUMINOUS MIXTURE SHALL BE RECORDED UPON APPROVED PLANT TICKET FORMS, IN DUPLICATE, ONE FOR THE CONTRACTOR AND ONE TO BE RETAINED BY THE CITY, AS DIRECTED BY THE PUBLIC WORKS DIRECTOR OR HIS DESIGNEE.

TS.1.8 EROSION AND SEDIMENTATION CONTROL/DUST CONTROL

DUST/EROSION CONTROL WILL BE CONSIDERED INCIDENTAL TO THE PROJECT. NO LINE ITEM WILL BE GIVEN FOR ANY OF THESE ITEMS.

ALL BOXES AND CATCH BASINS ARE TO BE PROTECTED FROM RECEIVING MUD OR SILT BY AN ACCEPTABLE DEVICE. ALSO, THE CONTRACTOR SHALL DAILY SWEEP/WASH THE STREET TO PREVENT DUST/EXCESS TRACKING ON THE STREETS TO THE SATISFACTION OF THE ENGINEER/INSPECTOR. ALL EFFORTS SHALL BE MADE TO KEEP DIRT, SPOIL, ETC OFF THE STREET AND, IF SPOIL IS PLACED ON THE STREET, THE STREET SHALL BE THOROUGHLY CLEANED. THE CONTRACTOR SHALL BE REQUIRED TO SWEEP, WATER, AND REMOVE DEBRIS FROM STREET AS REQUIRED BY THE PUBLIC WORKS DIRECTOR.

GENERAL REQUIREMENTS

REQUIREMENTS:

1. THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, TOOLS, EQUIPMENT AND ALL ELSE REQUIRED FOR AND TO CONSTRUCT THE IMPROVEMENTS COMPLETE, TESTED AND PLACED INTO SATISFACTORY OPERATIONS, IN ACCORDANCE WITH THE CONTRACT DRAWINGS, THESE SPECIFICATIONS, AND THE ENGINEER'S REQUIREMENTS UNDER THEM.
2. EVERY ITEM MENTIONED, DESCRIBED, SPECIFIED AND/OR REFERRED TO IN THESE SPECIFICATIONS, AND ALL ITEMS SHOWN, INDICATED OR INFERRED BY THE CONTRACT DRAWINGS, AND SUCH ITEMS AS MAY NORMALLY BE REQUIRED FOR THE CONSTRUCTION OF THE STREETS SHALL BE FURNISHED AND INSTALLED COMPLETE IN EVERY RESPECT; TESTED IN ALL COMPLETE AND REGULAR SERVICE, AS INTENDED. ALL MATERIALS AND EQUIPMENT OF WHATEVER NATURE SHALL BE FURNISHED BY THE CONTRACTOR.
3. INsofar as possible, EXISTING AND ADJACENT STREETS MUST BE CLOSED DURING THE PLACING OF ASPHALT AND THE TACK COATS. IF CONDITIONS ARISE DUE TO EMERGENCIES, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE STREETS IN A SAFE AND PASSABLE CONDITION. WITH CLOSING OF THE STREET, THE CONTRACTOR SHALL PROVIDE DETOURS, SIGNS, ETC AND NOTIFY THE POLICE, FIRE AND PUBLIC WORKS DEPARTMENTS OF ALL CLOSINGS AS WELL AS HOW LONG THE STREET WILL BE CLOSED. WHEN THE STREET IS REOPENED, NOTICE SHALL BE GIVEN TO THE POLICE, FIRE, AND PUBLIC WORKS DEPARTMENTS.
4. TRAFFIC CONTROL- OLD FARM ROAD IS TO BE OPENED FOR TRAFFIC AT ALL TIMES WITH APPROPRIATE SIGNS/TRAFFIC CONTROL DEVICES AND PERSONNEL. THE CONTRACTOR IS RESPONSIBLE FOR THIS AND WILL HAVE TWO LANES OPEN AT ALL TIMES.

PROJECT COMPLETION:

1. UPON COMPLETION OF THE CONSTRUCTION WORK, THE CONTRACTOR SHALL IMMEDIATELY REMOVE ALL CONSTRUCTION EQUIPMENT, EXCESS MATERIALS, TOOLS, CONES, BARRICADES, ETC FROM THE SITE AND LEAVE SAME IN A NEAT, ORDERLY CONDITION ACCEPTABLE TO THE ENGINEER.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL DISTURBED GROUND AREAS TO THEIR ORIGINAL CONDITION.
3. THE PROJECT SHALL BE COMPLETED IN THIRTY (30) CALENDAR DAYS FROM ISSUANCE OF NOTICE TO PROCEED.
4. NO RAIN DAY CREDIT WILL BE ALLOWED ON THIS JOB.

CITY RESPONSIBILITY:

1. THE CITY WILL DO ALL STREET CRACK FILLING, LEVELING OF CUTS AND FILLING OF POTHoles. ALSO, THE CITY WILL PROVIDE VALVES AND MANHOLE EXTENSION RINGS.
2. INSPECTION AND APPROVAL OF ALL CONSTRUCTION.
3. THE CITY RESERVES THE RIGHT TO CHANGE, REVISE AND/OR ELIMINATE FROM THE PLANS ANY ITEMS SHOWN, AT THE DISCRETION OF THE PUBLIC WORKS DIRECTOR.

SPECIAL PROVISIONS

CONTRACTOR RESPONSIBILITY:

THE BIDDER/CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND INSTRUCTIONS AND BE COMPLETELY FAMILIAR WITH THE SPECIFICATIONS, STANDARDS, AND REQUIREMENTS OF THE CITY OF ROANOKE RAPIDS. ANY SECTION OF THE ADOPTED MANUAL OF SPECIFICATIONS, STANDARDS AND DESIGN OMITTED FROM THESE DOCUMENTS ARE HEREIN INCORPORATED BY REFERENCE. A FIELD REVIEW OF EACH PROJECT LOCATION IS HIGHLY RECOMMENDED TO FAMILIARIZE THE BIDDER/CONTRACTOR WITH THE CONDITIONS WHICH MAY OTHERWISE NOT BE APPARENT FROM THE DRAWINGS OR SPECIFICATIONS. ANY DISCREPANCIES IN THE SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE PUBLIC WORKS DIRECTOR PRIOR TO BIDDING.

ASPHALT PAVING:

INSTALL 1-2 ASPHALT ON ALL STREETS. THE CONTRACTOR SHALL MAKE TIES TO EXISTING PAVED AREAS SMOOTH AND UNIFORM AT NO ADDITIONAL COST TO THE CITY. ALL ASPHALT TICKETS ARE TO BE SUBMITTED BY STREET FOR DEPTH VERIFICATION. TOLERANCES ON PAVING DEPTH ARE DETAILED IN THE TECHNICAL SPECIFICATIONS SECTION. ALL ABUTTING JOINTS WITH EXISTING STREETS AND DRIVEWAYS SHALL BE SAWED.

THE CONTRACTOR WILL BE RESPONSIBLE FOR COMPLYING WITH THE CITY WITH REGARDS TO ROUTING DUMP TRUCKS FOR HAULING PURPOSES. IN ANY CASE, THE INSPECTOR SHALL BE ADVISED OF THE ROUTES TO BE USED. THE CONTRACTOR SHOULD BE AWARE THAT THE USE OF DESIGNATED TRUCK ROUTES MAY REQUIRE A ROUTE LONGER THAN THE OBVIOUS SHORT ROUTE.

ALL CONSTRUCTION IS TO MEET THE LATEST STANDARD SPECIFICATIONS AND DRAWINGS OF THE N.C. DEPARTMENT OF TRANSPORTATION. IN CASE OF DISCREPANCIES OR CONFLICT, THE CITY'S PUBLIC WORKS DIRECTOR SHALL HAVE FINAL AUTHORITY.

DUE TO THE NATURE OF THE WORK INVOLVED, A HIGH DEGREE OF TOLERANCE OF THE PUBLIC WILL BE NECESSARY ON THE PART OF THE CONTRACTOR. THE CONTRACTOR WILL BE RESPONSIBLE FOR HAVING ON THE JOB A RESPONSIBLE, POLITE AND KNOWLEDGEABLE FOREMAN. THE CITY WILL MAKE EVERY EFFORT TO PREVENT CONFUSION, AWKWARD SITUATIONS AND PUBLIC DISCONTENT TOWARD TO THE CONTRACTOR. IN THE CASE OF WORK CHANGED BY THE CITY TO APPEASE A RESIDENT, COMPENSATION WILL BE GRANTED ONLY AT THE DISCRETION OF THE CITY'S PUBLIC WORKS DIRECTOR MAKING THESE DECISIONS.

THE CONTRACTOR SHALL BE REQUIRED TO FURNISH THE PUBLIC WORKS DIRECTOR STANDBY TELEPHONE NUMBERS IN CASE OF EMERGENCIES DUE TO THE NEED OF DUST CONTROL, IMPROPER SAFETY MEASURES, VANDALIZED EQUIPMENT, ETC.

CHANGE ORDERS, IF GRANTED, WILL NOT BE SUFFICIENT CAUSE FOR EXTENSION OF THE COMPLETION DATE. HOWEVER, SHOULD THE CONTRACTOR NEED TO ADD A CHANGE ORDER TO THE OVERALL PROJECT, THAT PROJECT ONLY WILL FALL BEYOND THE COMPLETION DATE, UNLESS OTHERWISE PREEMPTED BY THE PUBLIC WORKS DIRECTOR.

THE CONTRACTOR SHALL BE REQUIRED TO PERFORM STREET WORK IN ONE AREA OF THE CITY BEFORE MOVING TO ANOTHER UNLESS PERMISSION IS GRANTED OTHERWISE.

ALL BIDDERS MUST BE LICENSED CONTRACTORS LICENSED TO PERFORM THIS TYPE OF CONSTRUCTION. THE LICENSE NUMBER MUST BE WRITTEN ON THE OUTSIDE OF THE BID OR THE BID WILL NOT BE OPENED.

INTENT OF PLANS AND SPECIFICATIONS:

THE PUBLIC WORKS DIRECTOR SHALL INTERPRET THE DRAWINGS AND SPECIFICATIONS AND HIS DECISION AS TO THE TRUE INTENT AND MEANING HEREOF AND THE QUALITY SUFFICIENCY OF THE MATERIALS AND WORKMANSHIP FURNISHED HEREUNDER SHALL BE ACCEPTED AS FINAL AND CONCLUSIVE.

PROPOSAL

TO: CITY OF ROANOKE RAPIDS
SUBJECT: STREET PAVING AND RESURFACING PROJECT
BID NUMBER: _____

THE UNDERSIGNED BIDDER HAS CAREFULLY EXAMINED THE TENTATIVE LOCATION OF THE PROPOSED WORK AND THE PROPOSAL FORM TO CONTRACT FOR THE CONSTRUCTION OF STREET RESURFACING IN THE CITY OF ROANOKE RAPIDS, HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND STREET IMPROVEMENT STANDARDS WHICH ARE ACKNOWLEDGED TO BE A PART OF THE PROPOSAL, THE PROPOSAL FORM, THE FORM OF CONTRACT BOND AND THOROUGHLY UNDERSTANDS THE STIPULATIONS, REQUIREMENTS, AND PROVISIONS. THE UNDERSIGNED BIDDER AGREES TO BIND HIMSELF ON AWARD TO HIM BY THE CITY OF ROANOKE RAPIDS UNDER THE PROPOSAL, TO EXECUTE WITHIN TEN (10) DAYS, IN ACCORDANCE WITH SUCH AWARD, A CONTRACT WITH NECESSARY SURETY BOND, OF WHICH CONTRACT THIS PROPOSAL AND SPECIFICATIONS SHALL BE A PART, TO PROVIDE ALL NECESSARY MACHINERY, TOOLS, LABOR AND TO DO ALL WORK, TO FURNISH ALL MATERIALS, EXCEPT AS NOTED, NECESSARY TO PERFORM AND COMPLETE THE SAID PROJECT WITHIN THE LIMIT SPECIFIED.

NUMBER OF CALENDAR DAYS NEEDED TO COMPLETE PROJECT:

EARLIEST DATE PROJECT COULD BEGIN:

PENALTY FOR FAILURE TO COMPLETE CONTRACT:

THE CONTRACTOR SHALL BE PENALIZED AT THE RATE OF TWO HUNDRED DOLLARS (\$200.00) PER DAY FOR EACH CALENDAR DAY IN EXCESS OF THE NUMBER OF CALENDAR DAYS AS SET FORTH FOR THE COMPLETION OF THIS CONTRACT.

DESCRIPTION OF WORK:

THE CONTRACTOR WILL BE REQUIRED TO PAVE CERTAIN EXISTING STREETS AS LISTED IN THESE SPECIAL PROVISIONS AND AS SHOWN ON THE CONTRACT PLANS OR AS DIRECTED BY THE PUBLIC WORKS DIRECTOR. THIS PAVEMENT SHALL BE INSTALLED PER THE SPECIFICATIONS GIVEN.

ALL PAVEMENT SHALL BE IN ACCORDANCE WITH THE LATEST NORTH CAROLINA STATE HIGHWAY COMMISSION PAVEMENT SPECIFICATIONS FOR TYPE I-2 CONCRETE.

- A) EXISTING PAVED STREETS TO BE RESURFACED WITH 1 ½ INCHES OF BITUMINOUS CONCRETE PAVING, TYPE I-2 AS INDICATED.
STREETS ARE LISTED ON PAGES 20-21

- B) REPAIRS AND PATCHING DEFECTS IN EXISTING STREETS:
PRIOR TO THE PLACING OF THE TACK COAT AND SUBSEQUENT PAVING ON EXISTING STREETS, THE CONTRACTOR SHALL ACQUAINT HIMSELF OF THE SCOPE OF THE WORK TO BE PERFORMED

AND ANY QUESTIONS CONCERNING ANY OF THE ITEMS SHALL BE DIRECTED TO THE PUBLIC WORKS DIRECTOR.

- C) ADJUST MANHOLE RINGS AND COVERS:
THE CONTRACTOR SHALL NOT BE REQUIRED TO ADJUST STANDARD MANHOLES AND VALVE BOXES. EXTENSION RINGS AND VALVE BOXES WILL BE INSTALLED BY CITY PERSONNEL PRIOR TO THE RESURFACING.
- D) ADDITIONAL PAVING PROJECTS ARE REQUIRED UNTIL JUNE 30, 2023.
- E) ALL BID PROPOSALS ARE CONTINGENT ON THE FUNDS AVAILABLE IN THE 2022-2023 BUDGET FOR STREET RESURFACING AND PAVING. QUANTITIES MAY BE INCREASED/DECREASED BASED ON MONIES AVAILABLE FOR THESE PROJECTS.

A SALES TAX REPORT FOR MATERIALS USED IN THIS PROJECT MUST BE SUBMITTED BY THE CONTRACTOR WITH ANY REQUESTS FOR PAYMENT.

PROPOSAL

THE UNDERSIGNED SIGNIFIES THAT IT IS THEIR INTENTION AND PURPOSE TO PERFORM THE RESURFACING PROJECT FOR THE CITY OF ROANOKE RAPIDS AS FOLLOWS:

APPROXIMATE TONNAGE REQUIRED: _____ TONS	TONS RESURFACING MATERIAL IN PLACE WITH TACK COAT AT: _____ DOLLARS AND _____ CENTS PER TON	UNIT BID PRICE: \$ _____	TOTAL BID AMOUNT: \$ _____
		TOTAL BID:	\$ _____
		COST OF PERFORMANCE BOND INCLUDED IN TOTAL BID:	\$ _____

THE FOREGOING QUANTITIES ARE CONSIDERED TO BE APPROXIMATE ONLY AND ARE GIVEN AS THE BASIS FOR COMPARISON OF BIDS. THE CITY OF ROANOKE RAPIDS MAY INCREASE OR DECREASE QUANTITIES IN THE AMOUNT OF TWENTY-FIVE (25) PERCENT ON ANY ITEM OR PORTION OF THE WORK AS MAY BE DEEMED NECESSARY OR EXPEDIENT.

ANY INCREASE OR DECREASE IN QUANTITY FOR ANY ITEM WILL NOT BE REGARDED AS SUFFICIENT GROUND FOR AN INCREASE OR DECREASE IN THE UNIT PRICES.

COST OF TACK COAT TO BE INCLUDED IN THE UNIT PRICE BID PER TON OF REQUIRED MATERIALS IN PLACE AND THE MATERIALS, AMOUNT AND APPLICATION OF SAME SHALL CONFORM TO THE LATEST SPECIFICATIONS OF THE NORTH CAROLINA STATE HIGHWAY COMMISSION.

THIS PROPOSAL IS ACCOMPANIED BY A DEPOSIT EQUAL TO NOT LESS THAN FIVE (5) PERCENT OF THE BID PROPOSAL; THIS DEPOSIT CONSISTING OF CASH OR A CASHIER'S CHECK ISSUED BY OR A CERTIFIED CHECK DRAWN ON A BANK INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION, OR A U.S. MONEY ORDER, PAYABLE TO THE CITY OF ROANOKE RAPIDS, OR BY A FIVE (5) PERCENT BID BOND ISSUED BY ANY INSURANCE COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF NORTH CAROLINA, THE DEPOSIT TO BE RETAINED BY THE CITY OF ROANOKE RAPIDS IN THE EVENT OF FAILURE OF THE SUCCESSFUL BIDDER TO EXECUTE THE CONTRACT WITHIN TEN (10) DAYS AFTER NOTICE OF AWARD OR TO GIVE SATISFACTORY SURETY AS REQUIRED.

A BID BOND OR CERTIFIED CHECK IN THE AMOUNT OF \$ _____ IS ATTACHED HERETO, THIS SUM BEING NOT LESS THAN FIVE (5) PERCENT OF THE AGGREGATE AMOUNT SUBMITTED UNDER THIS PROPOSAL, AS REQUIRED BY THE ADVERTISEMENT AND INSTRUCTIONS TO BIDDERS.

THE UNDERSIGNED BIDDER AGREES TO COMPLETE THE WORK SPECIFIED AND/OR REQUIRED UNDER SUCH CONTACT AS MAY BE AWARDED TO HIM IN FULL COMPLIANCE WITH THE STREET IMPROVEMENT STANDARDS AND SPECIFICATIONS AND THE REQUIREMENTS OF THE PUBLIC WORKS DIRECTOR WITHIN TIME STATED HEREIN.

THE UNDERSIGNED SIGNIFIES THAT (HE, SHE, THEY) (IS, ARE) LICENSED AS A CONTRACTOR UNDER THE SPECIFIC STATE LAW REGULATING THE PARTICULAR TRADE UNDER WHICH THIS PROPOSAL IS SUBMITTED AND THAT THE LICENSE NUMBER UNDER WHICH (HE, SHE, THEY) ARE NOW OPERATING IS _____.

PRICES QUOTED IN BID PROPOSAL SHALL BE IN EFFECT FOR ADDITIONAL PAVING AND RESURFACING PROJECTS UNTIL JUNE 30, 2023.

BID PROPOSALS SHOULD BE SUBMITTED TO THE PUBLIC WORKS DEPARTMENT AT 1313 HINSON STREET, ROANOKE RAPIDS, NORTH CAROLINA 27870 BEFORE THURSDAY, OCTOBER 27, 2022 AT 10:00 A.M.

RESPECTFULLY SUBMITTED THIS THE _____ DAY OF _____, 2022.

PERSON, FIRM, OR CORPORATION: _____

BY: _____ TITLE: _____

TYPED/PRINTED NAME OF PERSON SIGNING ABOVE: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____