



ROCKY MOUNT
PUBLIC WORKS
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Engineering

Request for Proposal #: 320-181021RP

**Eastern Avenue, Madison Street, and Carolina Avenue Bicycle
Boulevards**

Date of Issue: 02/9/2022

Proposal Due Date: 2/23/2022

At 04:00 P.M. ET

Direct all inquiries concerning this RFP to:

Ramona Plemmer

Senior Purchasing Technician

ramona.plemmer@rockymountnc.gov

252-972-1226

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**CITY OF ROCKY MOUNT
STANDARD FORM OF INFORMAL CONTRACT
AND GENERAL CONDITIONS**

I. ADVERTISEMENT FOR BIDS

Per NCGS 143-129 sealed bids for Eastern Avenue, Madison Street, and Carolina Avenue Bicycle Boulevards, CRM BID NUMBER 320-181021RP, will be received from contractors by the City of Rocky Mount, Purchasing Office (hereinafter call the "City") in the First Floor Atrium of the Frederick E. Turnage Administrative Services Complex, 331 South Franklin Street, Rocky Mount, North Carolina 27804 until Wednesday, February 23,2022 at 4:00 p.m.

An urged and cautioned site visit will be held on Monday, February 14, 2022, at 10:00 a.m. on Carolina Avenue at Stith Talbert Park, Rocky Mount, NC 27804.

Proposals must be enclosed in a sealed envelope addressed to Ramona Plemmer, Senior Purchasing Technician, City of Rocky Mount. The project name and bid number as well as the name, address and license number of the Bidder must be plainly marked on the outside of the envelope.

The City of Rocky Mount is seeking 10% MWBE/DBE sub-contracting participation on this project.

The City reserves the right to reject any and all bids and to waive any informality. The city will not discriminate against any bidder submitting a bid because of race, creed, color, national origin or handicap.

The project includes the following major items:

Installation of approximately 2.3 miles of shared lane markings and other bicycle boulevard items, such as signage, neighborhood traffic circles, speed cushions, limited bicycle lane markings, bicycle racks, and other associated work.

Complete Bidding Documents may be obtained at the City of Rocky Mount Purchasing web site located at <https://rockymountnc.gov/services-finance-bids/>.

Bidders must conform to the provisions of the North Carolina Contractor's Licensing Act of 1925, as amended.

Ramona Plemmer
Senior Purchasing Technician

II. INSTRUCTIONS TO BIDDERS

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

- A. The bid forms furnished by City of Rocky Mount Purchasing Division with the proposal shall be used and shall not be altered in any manner.
- B. All entries on the bid form, including signatures, shall be written in ink.
- C. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. ***Unit prices must be limited to TWO decimal places. ***
- D. An amount bid shall be entered on the bid form for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item and shall be written in figures in the "Amount Bid" column of the form.
- E. The total amount bid shall be written in figures in the proper place on the bid form. The total amount shall be determined by adding the amounts bid for each item.
- F. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use White Out or similar product to make corrections.
- G. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number
 - e. Contractor's License Number
 - f. Bids submitted by corporations shall bear the seal of the corporation.
 - g. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
 - h. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- H. THE PROPOSAL WITH THE BID FORM STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE PURCHASING OFFICE –ATTN: RAMONA PLEMMER, CITY OF ROCKY MOUNT – PURCHASING DIVISION, 331 S. FRANKLIN STREET, ROCKY MOUNT, NORTH CAROLINA, BY 4:00 PM on Tuesday 22, 2022.**
- I. The sealed bid must display the following statement on the front of the sealed envelope:
PROPOSAL FOR: RFP 320-181021RP EASTERN AVENUE, MADISON STREET, AND CAROLINA AVENUE BICYCLE BOULEVARDS.

AWARDING CONTRACT

“The North Carolina Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Transportation (49 C.F.R., Part 21), issued pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin”.

Award will be made to the lowest responsible and responsive Bidder for each Contract as soon as practicable, provided that in the selection of equipment or materials, a Contract may be awarded to a responsible Bidder other than the lowest in the interest of standardization or if ultimate economy is clearly evident.

SUBMISSIONS OF BIDS

All spaces for lump sum and unit prices in the Bid Form shall be filled in with a number. Spaces left blank will be evaluated as zero (\$0.00).

Discrepancies between the multiplication of units of Work and Unit Prices will be resolved in favor of the Unit Prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

The award of the Contract, if it is awarded, will be to the lowest responsive, responsible bidder on the base bid whose qualifications indicate the award will be in the best interest of the City of Rocky Mount. The City of Rocky Mount reserves the right to waive technicalities and/or reject any or all bids.

The Owner will not consider any bid or award of Contract to any person, firm, or corporation who has defaulted in any obligation to the Owner or who, in the opinion of the Owner, failed to perform their work satisfactorily, either as to character or time.

A conditioned or qualified bid will not be accepted.

Requirements for the submittal information will vary based on the complexity and importance of the product to the project as a whole. Submittals should be prepared in a concise and straightforward manner. Submittals shall clearly identify variances from the specifications. Products that clearly do not meet the requirements of the specifications and plans should not be submitted. Unless noted, products shall be the manufacturer's standard offering, with standard options.

Incomplete submittals, or submittals received after the deadline, shall not be considered.

The Owner and Engineer shall review all submitted questions and issue an Addendum to all document holders no later than February 16, 2022, unless extended by bid addenda. The Project Manager and Engineer for this project is Steve Yetman, Assistant City Engineer - Transportation, City of Rocky Mount. All requests for interpretations related to this RFP must be submitted in writing to the **Senior Purchasing Technician** by February 14, 2022.

Pre-approval of materials or equipment does not, in any manner, preclude the manufacturer from meeting the full requirements of the specifications, including any performance guarantees required, unless specific exceptions are noted in the pre-approval.

No Post-Bid substitutions shall be permitted except as herein provided.

Minority sub-contracting participation must be documented and submitted with bids, please see contract documents for further direction.

III. NCDOT STANDARD NOTES

- A. NCDOT Standard Specifications – The **2018** North Carolina Department of Transportation Standard Specifications for Roads and Structures, herein referred to as the ‘Standard Specifications’, and the **2018** Roadway Standard Drawings, shall apply to all portions of this project except as may be modified by this document.
- B. Bidder Prequalification - Bidders are required to be prequalified with NCDOT for their specific discipline. Contractors wishing to become prequalified may obtain information through the NCDOT website at: <https://connect.ncdot.gov/business/Pages/default.aspx>
- C. Disadvantaged Business Enterprise References - Since this is a Federal-aid project with DBE participation, only those requirements and goals set forth by NCDOT Goal Setting Committee are applicable. References to any other requirements or to N.C. General Statute 143-128.2 shall not apply to this project. Refer to Special Provision SP1 G63.
- D. Award of Contract - The contract will be awarded to the lowest responsible, responsive bidder. Alternate items will not be considered in determining the low bidder and will only be evaluated after the award of the contract is made.
- E. Contractor Licensing – On all Federal-aid contracts, non-licensed contractors are permitted to submit bids, however they must be licensed prior to performing any work. Bidders are permitted 60 days, after bid opening, to become licensed by the North Carolina Licensing Board. If they fail to do so within 60 days, their bid will be considered non-responsive and will be rejected. If the successful bidder does not hold the proper license to perform any plumbing, heating, air conditioning, or electrical work in this contract, he will be required to sublet such work to a contractor properly licensed in accordance with Article 2 of Chapter 87 of the General Statutes (licensing of heating, plumbing, and air conditioning contractors) and Article 4 of Chapter 87 of the General Statutes (licensing of electrical contractors).
- F. Liability Insurance – In addition to any insurance requirements as may be required by the LGA, the Contractor is obligated to comply with Article 107-15 of the Standard Specifications including the dollar limits set forth.
- G. Proprietary Items - When a proprietary (brand name) product, whether material, equipment or procedure, are specified in the plans or specifications, they are used only to denote the style, type, character, and quality desired of the product. They do not restrict the bidder from proposing other brands, makes, or manufacturers, which are determined to be of equal quality. The approval, or disapproval of those products, will be made by the Engineer prior to allowing those product(s) or material(s) to be incorporated into the work.
- H. Retainage by LGAs - The LGA for this contract will not retain any amount or percentage from progress payments or final estimates due the contractor.
- Retainage by Contractors - Contractors are NOT permitted to retain any amount or percentage from monies due their subcontractors or material suppliers on federally funded projects except as permitted by Sub article 109-4(B) of the Standard Specifications.
- I. Traffic Control - The requirements of the Manual on Uniform Traffic Control Devices (MUTCD) “ FHWA, as amended by the NCDOT Supplement to MUTCD, shall apply. Traffic Control, both vehicular and pedestrian, shall be maintained throughout the project as required by these specifications as modified by the project plans or special provisions.

IV. GENERAL SPECIFICATIONS

Installation of approximately 2.3 miles of shared lane markings and other bicycle boulevard items, such as signage, neighborhood traffic circles, speed cushions, limited bicycle lane markings, bicycle racks, and other associated work.

V. SPECIFICATIONS/SCOPE OF WORK

Installation of approximately 2.3 miles of shared lane markings and other bicycle boulevard items, such as signage, neighborhood traffic circles, speed cushions, limited bicycle lane markings, bicycle racks, and other associated work. Other incidental construction and installation as necessary for complete project construction and installation. The attached project plans and unit price schedule outline the location and estimated quantities for the required work. All work shall be done in accordance with NCDOT Standard Specifications for Roads and Structures current version and City of Rocky Mount Standards and Specifications (Latest Edition).

- Carolina Avenue 0.65 Mi. from Sith-Talbert Park to Madison Street
- Madison Street 0.21 Mi. from Carolina Avenue to Eastern Avenue
- Eastern Avenue 1.42 Mi. from Madison Street to N. Glendale Drive

VI. THE WORK:

The contractor shall furnish all necessary equipment, labor, and material and permits required to complete the work including but not limited to:

- Bicycle Racks
- Speed Cushions
- Concrete Curb Ramps
- 5" Monolithic Concrete Islands
- Adjustment of Manholes
- Traffic Sign Furnishing and Erection, including custom wayfinding signage and LED signs
- Removal and Disposal of Traffic Signs
- Thermoplastic Marking Lines and Symbols
- Temporary Traffic Control

VII. PROJECT SCHEDULE

Event	Responsibility	Date and Time
Pre-bid/Site Visit	City	Monday 2/14/2022 10:00 am
Submit Written Questions	Contractor	Wednesday 2/16/2022
Provide Response to Questions/Addendum Deadline	City	Friday 2/18/2022
Submit Proposals	Contractor	Wednesday 2/23/2022 4:00 pm
Contract Award	City	TBD
Estimated Completion Date	Contractor	TBD

VIII. URGED & CAUTIONED SITE VISIT

Date: 02/14/2022
 Time: 10:00 AM Eastern Time
 Contact #: 252-972-1226

Instructions: It shall be urged and cautioned that each Contractor’s representative be present for a pre-proposal site visit. Attendees must meet promptly on Carolina Avenue at Stith Talbert Park, Rocky Mount, NC 27804.

The purpose of this visit is for all prospective Contractors to apprise themselves with the conditions and requirements which will affect the performance of the work called for by this Request for Proposals. Contractors must stay for the

duration of the site visit. No allowances will be made for unreported conditions that a prudent Contractor would recognize as affecting the work called for or implied by this proposal.

Contractors are cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this Request for Proposal, must be confirmed by written addendum before it can be considered to be a part of this proposal.

IX. QUESTIONS

Written questions shall be e-mailed to ramona.plemmer@rockymountnc.gov by the date and time specified above. Contractors will enter "RFP #320-181021RP – Questions" as the subject for the email.

Questions received prior to the submission deadline date, the Purchasing Clerks response, and any additional terms deemed necessary by the City of Rocky Mount will be posted in the form of an addendum to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, and the City of Rocky Mount website and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise concerning this RFP, shall be considered authoritative or binding. Vendors shall rely only on written material contained in an Addendum to this RFP.

Inquiries submitted no later than the date and time noted in the project schedule. Questions answered verbally will be followed up by written addenda as deemed necessary; oral interpretations shall have no effect.

X. MINORITY BUSINESS PARTICIPATION

The Bidder has the responsibility to make a good faith effort to solicit minority proposals and to attain the aspirational ten percent (10%) goal. We encourage all Bidders even MWBE/HUBs to obtain the aspirational goal where sub-contracting and supplier opportunities exist.

MWBE FIRM	OWNERSHIP STATUS	ADDRESS	WORK TYPE

XI. PROPOSAL SUBMITTAL

Contractors interested in performing the services requested must submit the following information:

1. One (1) copy of their RFP response including name, address, and phone number of contact person. RFP responses shall be addressed to:

Attn: RFP #320-181021RP
 City of Rocky Mount
 Purchasing- Ramona Plemmer
 331 S. Franklin Street
 Rocky Mount, NC 27802

All RFP responses shall be received by the date and time noted in the schedule on page 4. RFP responses may be sent via US Mail, FedEx, UPS, or hand delivered. **Faxed RFP responses will not be accepted.**

XII. REFERENCES

Contractors shall provide at least three (3) references for which your company has provided Services of similar size and scope to that proposed herein. City of Rocky Mount may contact these users to determine the Services provided are substantially similar in scope to those proposed herein and Contractor’s performance has been satisfactory. The information obtained shall be considered in the evaluation of the proposal. If City of Rocky Mount references are provided it cannot be counted towards your three (3) required references but may be included in addition to.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER	EMAIL
Optional: City of Rocky Mount			

ATTACHMENT A: PROPOSAL/ACCEPTANCE FORM

For

City of Rocky Mount Eastern Avenue, Madison Street, and Carolina Avenue Bicycle Boulevards

FY 22 Eastern Avenue, Madison Street, and Carolina Avenue Bicycle Boulevards Project							
Unit Price Schedule Estimate							
A							B
Item				Bid Quantity	Unit	Unit Price	Bid Value
Item No.	CO #	Spec. Section	Description				
1.01		SP	Generic Miscellaneous Item Bike Rack	1	EA	\$	\$
1.02		SP	Generic Miscellaneous Item Speed Cushion	27	EA	\$	\$
1.03		800	Mobilization	1	LS	\$	\$
1.04		848	Concrete Curb Ramp	12	EA	\$	\$
1.05		852	5" Monolithic Concrete Islands (Surface Mounted)	23	SY	\$	\$
1.06		858	Adjustment of Manholes	1	EA	\$	\$
1.07		901	Contractor Furnished, Type D Sign	13	SF	\$	\$
1.08		901	Contractor Furnished, Type E Sign	298	SF	\$	\$
1.09		903	Supports, 3-Lb Steel U-Channel	742	LF	\$	\$
1.10		904	Sign Erection, Type D	6	EA	\$	\$
1.11		904	Sign Erection, Type E	64	EA	\$	\$
1.12		907	Disposal of Sign System, U-Channel	6	EA	\$	\$
1.13		SP	Generic Signing Item LED Blinker Sign	6	EA	\$	\$
1.14		1105	Temporary Traffic Control	1	LS	\$	\$
1.15		1205	Thermoplastic Pavement Marking Lines (4", 90 Mils)	2005	LF	\$	\$
1.16		1205	Thermoplastic Pavement Marking Lines (6", 90 Mils)	1105	LF	\$	\$
1.17		1205	Thermoplastic Pavement Marking Lines (8", 90 Mils)	635	LF	\$	\$
1.18		1205	Thermoplastic Pavement Marking Lines (24", 90 Mils)	615	LF	\$	\$
1.19		1205	Generic Pavement Marking Item Green Thermoplastic Pavement Marking (90 Mils)	445	SF	\$	\$
1.20		1205	Generic Pavement Marking Item Shared Lane Marking (90 Mils)	103	EA	\$	\$
1.21		1205	Generic Pavement Marking Item Bicycle Lane Symbol and Arrow (90 Mils)	12	EA	\$	\$
1.22		1205	Generic Pavement Marking Item 24in Yield Triangle (90 Mils)	37	EA	\$	\$
Total							\$

All work done in accordance with City of Rocky Mount Standards and Specifications and NCDOT Standard Specifications for Roads and Structures current version

BASIS OF AWARD/ADD ALTERNATES/DEDUCTS

1. Provide prices for the afore-noted bid alternates/deducts. Owner reserves the right to add/deduct to contract at their discretion. Unit prices to include all labor, material, and equipment cost unless otherwise noted.
2. Where unit prices are requested, Contractor to be paid for actual installed quantities verified by the Engineer. Contractor shall provide supporting documentation and load tickets as required by the project specifications. Failure to obtain authorization from the Engineer for placement of any of the unit priced items beyond the previously authorized scope of work or failure to provide requires supporting documentation and quantity verification of material and/or quantities by the Engineer will null and void any claims by the Contractor for compensation for these items.
3. **Award Determination:** The award of a contract will be made to the lowest responsible bidder meeting the requirements of the Contract Documents. However, when it comes to evaluation of the proposal based on cost alone, the determination of the lowest bidder will be based solely on:
 - a. The GRAND TOTAL OF THE BASE BID (items 1 through 21) of ATTACHMENT A: Proposal/Acceptance Form (PAGE 6), without adjustments or from unsolicited bid qualifiers – no exceptions.

NAME OF BIDDER _____

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

The undersigned, as bidder, proposes and agrees if this proposal is accepted to contract with the City of Rocky Mount for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete in accordance with plans, specifications, and contract documents, and to the full and entire satisfaction of the City of Rocky Mount for the sum of:

TOTAL BASE PROPOSAL: _____ **Dollars \$** _____
(items 1 through 21 of ATTACHMENT A: Proposal/Acceptance Form [PAGE 10]),

Respectively submitted this _____ day of _____ 2022

(Contractor's Name)

Federal ID#: _____

By: _____

Witness: _____

Title: _____
(Owner, partner, corp. Pres. Or Vice President)

(Proprietorship or Partnership)

Address: _____

Attest: (corporation)

Email Address: _____

(Corporate Seal)

By: _____ License #: _____

Title: _____
(Corporation, Secretary. /Ass't Secretary.)

ATTACHMENT B: ACCEPTED by the City of Rocky Mount

For

Eastern Avenue, Madison Street, and Carolina Avenue Bicycle Boulevards

320-181021RP

City of Rocky Mount

Total amount of accepted by the owner, included base proposal (items 1 through 21) for the Eastern Avenue, Madison Street, and Carolina Avenue Bicycle Boulevards (PAGE 10):

\$ _____

BY: _____ Title: Purchasing Manger

Date: _____

PRE-AUDIT

This instrument has been preaudited in the manner required by the Budget and Fiscal Control Act.

Finance Director

Date

ATTACHMENT C: GENERAL CONDITIONS

1. GENERAL

It is understood and agreed that by submitting a proposal that the Contractor has examined these contract documents, drawings and specifications and has visited the site of the Work and has satisfied himself relative to the Work to be performed.

2. DEFINITIONS

Owner: "Owner" shall mean, The City of Rocky Mount

Contractor: "Contractor" shall mean the entity that will provide the services for the Owner.

Designer: The **designer(s)** are those referred to within this contract, or their authorized representatives. The Designer(s), as referred to herein, shall mean architect and/or engineer responsible for preparing the project plans and specifications. They will be referred to hereinafter as if each were of the singular number, masculine gender.

Contract Documents: "Contract Documents" shall consist of the Notice to Bidders; General Conditions of the Contract; special conditions if applicable; Supplementary General Conditions; the drawing and specifications, including all bulletins, addenda or other modifications of the drawings and specifications incorporated into the documents prior to their execution; the proposal; the contract; the performance bond if applicable; and insurance certificates. All of these items together form the contract.

INTENT AND EXECUTION OF DOCUMENTS

The drawings and specifications are complementary, one to the other. That which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a complete job. In case of discrepancy or disagreement in the Contract Documents, the order of precedence shall be: Form of Contract, specifications, large-scale detail drawings, small-scale drawings.

In such cases where the nature of the work requires clarification by the Designer/ Owner, the Designer/ Owner shall furnish such clarification. Clarifications and drawings shall be consistent with the intent of the Contract Documents and shall become a part thereof.

4. AS-BUILT MARKED-UP CONSTRUCTION DOCUMENTS

Contractor shall provide one complete set of legible "as-built" marked-up construction drawings and specifications recording any and all changes made to the original design during the course of construction. In the event no changes occurred, submit construction drawings and specifications set with notation "No Changes." The Designer/Owner must receive "As-built" marked-up construction drawings and specifications before the final pay request can be processed.

5. SUBMITTAL DATA

The Contractor awarded the contract shall submit all specified submittals to the Owner/Designer. A minimum number of copies as specified by the owner, of all required submittal data pertaining to construction, performance and general dimensional criteria of the components listed in the technical specifications shall be submitted. No material or equipment shall be ordered or installed prior to written approval of the submittals by the Designer/Owner. Failure to provide submittal data for review on equipment listed in the technical specifications will

result in removal of equipment by the Contractor at his expense if the equipment is not in compliance with the specifications.

6. SUBSTITUTIONS

In accordance with the provisions of G.S. 133-3, material, product, or equipment substitutions proposed by the bidders to those specified herein can only be considered during the bidding phase until five (5) days prior to the receipt of proposals or by the date specified in the pre proposal conference, when submitted to the Designer with sufficient data to confirm material, product, or equipment equality. Proposed substitutions submitted after this time will be considered only as potential change order.

Submittals for proposed substitutions shall include the following information:

- a. Name, address, and telephone number of manufacturer and supplier as appropriate.
- b. Trade name, model or catalog designation.
- c. Product data including performance and test data, reference standards, and technical descriptions of material, product, or equipment. Include color samples and samples of available finishes as appropriate.
- d. Detailed comparison with specified products including performance capabilities, warranties, and test results.
- e. Other pertinent data including data requested by the Designer to confirm product equality.

If a proposed material, product, or equipment substitution is deemed equal by the Designer to those specified, all bidders of record will be notified by Addendum.

7. WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE

The contractor shall maintain, in readable condition at his job site one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by the owner, designer or his authorized representative.

The contractor shall maintain at the job site, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on project drawings by the contractor and submitted to the designer upon project completion and no later than 30 days after acceptance of the project.

8. MATERIALS, EQUIPMENT, EMPLOYEES

- a. The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.
- b. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.

- c. Upon notice, the contractor shall furnish evidence as to quality of materials.
- d. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed. However, the contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to proposals the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Request for substitution of materials, items, or equipment shall be submitted to the designer for approval or disapproval; the designer prior to the opening of proposals shall make such approval or disapproval. Alternate materials may be requested after the award if it can clearly be demonstrated that it is an added benefit to the owner and the designer and owner approves.
- e. The designer is the judge of equality for proposed substitution of products, materials or equipment.
- f. If at any time during the construction and completion of the work covered by these contract documents, the language, conduct, or attire of any workman of the various crafts be adjudged a nuisance to the owner or designer, or if any workman be considered detrimental to the work, the contractor shall order such parties removed immediately from grounds.
- g. The Contractor shall cooperate with the designer and the owner in coordinating construction activities.
- h. The Contractor shall maintain qualified personnel and effective supervision at the site at all times during the project and exercise the appropriate quality control program to ensure compliance with the project drawings and specifications. The designer is responsible for determining compliance with the drawings and specifications.

9. CODES, PERMITS AND INSPECTIONS

The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Designer in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising there from.

All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable.

All fire alarm work shall be in accordance with the latest State Construction Office (SCO) *Guidelines for Fire Alarm Installation* (NFPA72). Where the contract documents are in conflict with the SCO guidelines, the SCO guidelines shall govern. The Contractor shall be responsible for all the costs for the correction of the work where he installs it in conflict with the latest edition of the SCO *Guidelines for Fire Alarm Installation*.

*Inspection and certification of compliance by local authorities is necessary if an architect or engineer was not employed on the project.

10. PROTECTION OF WORK, PROPERTY, THE PUBLIC AND SAFETY

- a. The contractors shall be jointly responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or designer, and by laws or ordinances governing such conditions. They shall be responsible for any damage to the owner's property or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. They shall be responsible for and pay for any damages caused to the owner. All contractors shall have access to the project at all times, except as indicated in the Supplemental General Conditions.
- b. The contractor shall provide cover and protect all portions of the structure when the work is not in progress, provide and set all temporary roofs, covers for doorways, sash and windows, and all other materials necessary to protect all the work on the building, whether set by him, or any of the subcontractors. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the owner.
- c. No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the designer and owner.
- d. The contractor shall protect all trees and shrubs designated to remain in the vicinity of the operations by building substantial boxes around it. He shall barricade all walks, roads, etc., as directed by the designer to keep the public away from the construction. All trenches, excavations or other hazards in the vicinity of the work shall be well barricaded and properly lighted at night.
- e. The contractor shall provide all necessary safety measures for the protection of all persons on the job, including the requirements of the A.G.C. *Accident Prevention Manual in Construction*, as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.
- f. The contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, *Federal Register*), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
- i. In the event of emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, the contractor is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage. Any compensation claimed by the contractor on account of such action shall be determined as provided for under Article 13(b).
- j. Any and all costs associated with correcting damage caused to adjacent properties of the construction site or staging area shall be borne by the contractor. These costs shall include but not be limited to flooding, mud, sand, stone, debris, and discharging of waste products.

11. SUBCONTRACTS AND SUBCONTRACTORS

The Contractor is and remains fully responsible for his own acts or omissions as well as those of any subcontractor or of any employee of either. The Contractor agrees that no contractual relationship exists between the subcontractor and the Owner in regard to the contract, and that the subcontractor acts on this work as an agent or employee of the Contractor.

12. CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS

The Contractor agrees that the terms of these Contract Documents shall apply equally to each Subcontractor as to the Contractor, and the Contractor agrees to take such action as may be necessary to bind each Subcontractor to these terms. The Contractor further agrees to conform to the Code of Ethical Conduct as adopted by the Associated General Contractors of America, Inc., with respect to Contractor-Subcontractor relationships. The Owner reserves the right to limit the amount of portions of work to be subcontracted as hereinafter specified.

13. CHANGES IN THE WORK AND CLAIMS FOR EXTRA COST

- a. The owner may have changes made in the work covered by the contract. These changes will not invalidate and will not relieve or release the contractor from any guarantee given by him pertinent to the contract provisions. These changes will not affect the validity of the guarantee bond and will not relieve the surety or sureties of said bond. All extra work shall be executed under conditions of the original contract.
- b. Except in an emergency endangering life or property, no change shall be made by the contractor except upon receipt of approved change order from the designer, countersigned by the owner authorizing such change. No claim for adjustments of the contract price shall be valid unless this procedure is followed. Should a claim for extra compensation by the contractor be denied by the designer or the owner, the contractor may pursue his claim in accordance with G.S. 143-135.3.

In the event of emergency endangering life or property, the contractor may be directed to proceed on a time and material basis whereupon the contractor shall proceed and keep accurately on such form as specified by the designer or owner, a correct account of costs together with all proper invoices, payrolls and supporting data. Upon completion of the work the change order will be prepared as outlined under either Method "c(1)" or Method "c(2)" or both.

- c. In determining the values of changes, either additive or deductive, contractors are restricted to the use of the following methods:
 1. Where the extra work involved is covered by unit prices quoted in the proposal, or subsequently agreed to by the Contractor, Designer, and Owner the value of the change shall be computed by application of unit prices based on quantities, estimated or actual as agreed of the items involved, except in such cases where a quantity exceeds the estimated quantity allowance in the contract by one hundred percent (100%) or more. In such cases, either party may elect to proceed under subparagraph c (2) herein. If neither party elects to proceed under c (2), then unit prices shall apply.
 2. The contracting parties shall negotiate and agree upon the equitable value of the change prior to issuance of the change order, and the change order shall stipulate the corresponding lump sum adjustment to the contract price.
- d. Under Paragraph "b" and Methods "c(2)" above, the allowances for overhead and profit combined shall be as follows: all contractors (the single contracting entity (prime), his subcontractors(1st tier subs), or their sub-subcontractors (2nd tier subs, 3rd tier subs, etc.) shall be allowed a maximum of 10% on work they each self-perform; the prime contractor shall be allowed a maximum of 5% on contracted work of his 1st tier sub; 1st tier, 2nd tier, 3rd tier, etc. contractors shall be allowed a maximum of 2.5% on the contracted work of their subs. ; Under Method "c(1)", no additional allowances shall be made for overhead and profit. In the case of deductible change orders, under

Method "c(2)" and Paragraph (b) above, the contractor shall include no less than five percent (5%) profit, but no allowances for overhead.

- e. The term "net cost" as used herein shall mean the difference between all proper cost additions and deductions. The "cost" as used herein shall be limited to the following:
1. The actual costs of materials and supplies incorporated or consumed as part of the work;
 2. The actual costs of labor expended on the project site; labor expended in coordination, change order negotiation, record document maintenance, shop drawing revision or other tasks necessary to the administration of the project are considered overhead whether they take place in an office or on the project site.
 3. The actual costs of labor burden, limited to the costs of social security (FICA) and Medicare/Medicaid taxes; unemployment insurance costs; health/dental/vision insurance premiums; paid employee leave for holidays, vacation, sick leave, and/or petty leave, not to exceed a total of 30 days per year; retirement contributions; worker's compensation insurance premiums; and the costs of general liability insurance when premiums are computed based on payroll amounts; the total of which shall not exceed thirty percent (30%) of the actual costs of labor;
 4. The actual costs of rental for tools, excluding hand tools; equipment; machinery; and temporary facilities required for the work;
 5. The actual costs of premiums for bonds, insurance, permit fees and sales or use taxes related to the work.

Overtime and extra pay for holidays and weekends may be a cost item only to the extent approved by the owner.

- f. Should concealed conditions be encountered in the performance of the work below grade, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the contract documents, the contract sum and time for completion may be equitably adjusted by change order upon claim by either party made within thirty (30) days after the condition has been identified. The cost of such change shall be arrived at by one of the foregoing methods. All change orders shall be supported by a unit cost breakdown showing method of arriving at net cost as defined above.
- g. Change orders shall be submitted by the contractor in writing to the owner/designer for review and approval. The contractor will provide such proposal and supporting data in suitable format. The designer shall verify correctness. Delay in the processing of the change order due to lack of proper submittal by the contractor of all required supporting data shall not constitute grounds for a time extension or basis of a claim. Within fourteen (14) days after receipt of the contractor's accepted proposal including all supporting documentation required by the designer, the designer shall prepare the change order and forward to the contractor for his signature or otherwise respond, in writing, to the contractor's proposal. Within seven (7) days after receipt of the change order executed by the contractor, the designer shall, certify the change order by his signature, and forward the change order and all supporting data to the owner for the owner's signature. The owner shall execute the change order, within seven (7) days of receipt.

At the time of signing a change order, the contractor shall be required to certify as follows:

"I certify that my bonding company will be notified forthwith that my contract has been changed by the amount of this change order, and that a copy of the approved change order will be mailed upon receipt by me to my surety."

- h. A change order, when issued, shall be full compensation, or credit, for the work included, omitted or substituted. It shall show on its face the adjustment in time for completion of the project as a result of the change in the work.
- i. If, during the progress of the work, the owner requests a change order and the contractor's terms are unacceptable, the owner, may require the contractor to perform such work on a time and material basis whereupon the contractor shall proceed and keep accurately on such form as specified by the Designer or owner, a correct account of cost together with all proper invoices, payrolls and supporting data. Upon completion of the work a change order will be prepared with allowances for overhead and profit per paragraph d. above and "net cost" and "cost" per paragraph e. above. Without prejudice, nothing in this paragraph shall preclude the owner from performing or to have performed that portion of the work requested in the change order.

14. ANNULMENT OF CONTRACT

If the contractor fails to begin the work under the contract within the time specified, or the progress of the work is not maintained on schedule, or the work is not completed within the time specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of said work, or shall perform the work unsuitably or shall discontinue the prosecution of the work, or if the contractor shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the work in an acceptable manner, the owner may give notice in writing, sent by certified mail, return receipt requested, to the contractor and his surety (if applicable) of such delay, neglect or default, specifying the same, and if the contractor within a period of seven (7) days after such notice shall not proceed in accordance therewith, then the owner shall, declare this contract in default, and, thereupon, the surety shall promptly take over the work and complete the performance of this contract in the manner and within the time frame specified. In the event the contractor, or the surety (if applicable) shall fail to take over the work to be done under this contract within seven (7) days after being so notified and notify the owner in writing, sent by certified mail, return receipt requested, that he is taking the same over and stating that he will diligently pursue and complete the same, the owner shall have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of said contractor, to appropriate or use any or all contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement, either by public letting or negotiation, for the completion of said contract according to the terms and provisions thereof or use such other methods as in his opinion shall be required for the completion of said contract in an acceptable manner. All costs and charges incurred by the owner, together with the costs of completing the work under contract, shall be deducted from any monies due or which may become due said contractor and surety (if applicable). In case the expense so incurred by the owner shall be less than the sum which would have been payable under the contract, if it had been completed by said contractor, then the said contractor and surety (if applicable) shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the contract, then the contractor and the surety (if applicable) shall be liable and shall pay to the owner the amount of said excess.

15. TERMINATION FOR CONVENIENCE

- a. Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience, after notification to the contractor in writing via certified mail. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and

placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

- b. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as approved by Owner; (3) plus ten percent (10%) of the cost of the balance of the work to be completed for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.

16. OWNER'S RIGHT TO DO WORK

If, during the progress of the work or during the period of guarantee, the contractor fails to prosecute the work properly or to perform any provision of the contract, the owner, after seven (7) days' written notice sent by certified mail, return receipt requested, to the contractor from the designer, may perform or have performed that portion of the work. The cost of the work may be deducted from any amounts due or to become due to the contractor, such action and cost of same having been first approved by the designer. Should the cost of such action of the owner exceed the amount due or to become due the contractor, then the contractor or his surety, or both, shall be liable for and shall pay to the owner the amount of said excess.

17. REQUESTS FOR PAYMENT

Contractor shall refer to the Supplemental General Conditions for specific directions on payment schedule, procedures and the name and address where to send applications for payments for this project. It is imperative that invoices be sent only to the above address in order to assure proper and timely delivery and handling.

The Designer/Owner will process all Contractor pay requests as the project progresses. The Contractor shall receive payment within thirty (30) consecutive days after Designer/Owner's approval of each pay request. Payment will only be made for work performed as determined by the Designer/Owner.

Retainage:

- a. Retainage withheld will not exceed 5% at any time.
- b. The same terms apply to general contractor and subcontractors alike.
- c. Following 50% completion of the project no further retainage will be withheld if the contractor/subcontractor has performed their work satisfactorily.
- d. Exceptions:
 1. Owner/Contractor can reinstate retainage if the contractor/subcontractor does not continue to perform satisfactorily.
 2. Following 50% completion of the project, the owner is authorized to withhold additional retainage from a subsequent periodic payment if the amount of retainage withheld falls below 2.5%.

Final payment will be made within thirty (30) consecutive days after acceptance of the work, receipt of marked-up "as-built" drawings and specifications and the submission both of notarized Contractor's affidavit and final pay request. All pay requests shall be submitted to the Designer/Owner for approval.

THE CONTRACTOR'S FINAL PAYMENT AFFIDAVIT SHALL STATE: "THIS IS TO CERTIFY THAT ALL COSTS OF MATERIALS, EQUIPMENT, LABOR, SUBCONTRACTED WORK, AND ALL ELSE ENTERING INTO THE ACCOMPLISHMENT OF THIS CONTRACT, INCLUDING PAYROLLS, HAVE BEEN PAID IN FULL."

18. PAYMENTS WITHHELD

The designer with the approval of the Owner may withhold payment for the following reasons:

- a. Faulty work not corrected.
- b. The unpaid balance on the contract is insufficient to complete the work in the judgment of the designer.
- c. To provide for sufficient contract balance to cover liquidated damages that will be assessed.
- d. The secretary of the Department of Administration may authorize the withholding of payment for the following reasons:
 - i. Claims filed against the contractor or evidence that a claim will be filed.
 - ii. Evidence that subcontractors have not been paid.

When grounds for withholding payments have been removed, payment will be released. Delay of payment due the contractor without cause will make owner liable for payment of interest to the contractor as provided in G.S. 143-134.1. As provided in G.S. 143-134.1(e), the owner shall not be liable for interest on payments withheld by the owner for unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against the owner or reasonable evidence that a third-party claim will be filed.

19. MINIMUM INSURANCE REQUIREMENTS

Requirements. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of The Contract. All such insurance shall meet all laws of the City of Rocky Mount. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or The Contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract.

Insurance. Contractor agrees to maintain **Commercial General Liability** in amount of \$1,000,000 each occurrence, \$1,000,000 each occurrence in Personal & Advertising Injury with \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Aggregate. Contractor shall maintain \$1,000,000 in **automobile liability**, and other appropriate insurance, as well as Workers Compensation in the required statutory amount of \$500,000.00 for all employees participating in the provision of services under this Contract. The City of Rocky Mount shall be named by endorsement as an additional insured on the General and Automobile Liability policies. Certificates of such insurance shall be furnished by Contractor to the City and shall contain an endorsement to provide the City at least 30 days' written notice of any intent to cancel or terminate by either Contractor or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Contract.

20. ASSIGNMENT

No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the Owner and solely as a convenience to the Contractor,

the Owner may: (1) forward the Contractor's payment check directly to any person or entity designated by the Contractor, and (2) include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the Owner to anyone other than the Contractor, and the Contractor shall remain responsible for fulfillment of all contract obligations.

21. CLEANING UP AND RESTORATION OF SITE

The Contractor shall keep the 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 Owner. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the sites, and completely prepare the project and site for use by the Owner.

At the end of construction, the contractor shall oversee and implement the restoration of the construction site to its original state. Restoration includes but not limited to walks, drives, lawns, trees and shrubs, corridors, stairs and other elements shall be repaired, cleaned or otherwise restored to their original state.

22. GUARANTEE

The contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the owner.

Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the owner, within the manufacturer's warranty period.

Additionally, the owner may bring an action for latent defects caused by the negligence of the contractor, which is hidden or not readily apparent to the owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.

Guarantees for roofing workmanship and materials shall be stipulated in the specifications sections governing such roof, equipment, materials, or supplies.

23. STANDARDS

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 appropriate safety standard organization, such as the American Society of Mechanical 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 of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and State and federal requirements relating to clean air and water pollution.

All equipment and products must be independent third party tested and labeled (UL, FM, or CTS) before final connections to Owner services or utilities.

24. EQUAL OPPORTUNITY CLAUSE

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the secretary of Labor, are incorporated herein.

The contractor(s) agree not to discriminate against any employee or applicant for employment because of physical or mental disabilities in regard to any position for which the employee or applicant is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with such disabilities without discrimination based upon their physical or mental disability in all employment practices.

25. MINORITY BUSINESS PARTICIPATION

GS 143-128.2 establishes a ten percent (10%) goal for participation by minority businesses valued \$100,000.00 or more for each State funded building project.

For construction contracts with a value of less than \$300,000, the Owner has the responsibility to make a good faith effort to solicit minority proposals and to attain the goal. The contractor shall include with his proposal a completed Identification of HUB Certified/Minority Business Participation form. Contractor shall submit completed Appendix F MBE Documentation for Contract Payments form with final payment request.

For construction contracts with a value of \$300,000 or greater, the contractor shall comply with the document *Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts* including Identification of Minority Business Participation, Affidavits A, B, C, and D, and Appendix E. These forms provided herein are hereby incorporated and made a part of this contract. Forms can be found at rockymountnc.gov/mwbe

26. MINORITY BUSINESS RESOLUTION

The City Council Minority Business Resolution establishes a ten percent (10%) goal for participation by minority business valued \$100,000.00 or more for each City building project funded by local funds.

27. ACCESS TO PERSONS AND RECORDS

The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by the Owner in accordance with General Statute 147-64.7. The Owner's internal auditors shall also have the right to access and copy the Contractor's records relating to the Contract and Project during the term of the Contract and within two years following the completion of the Project/close-out of the Contract to verify accounts, accuracy, information, calculations and/or data affecting and/or relating to Contractor's requests for payment, requests for change orders, change orders, claims for extra work, requests for time extensions and related claims for delay/extended general conditions costs, claims for lost productivity, claims for lost efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, and/or any other type of claim for payment or damages from Owner and/or its project representatives.

28. GOVERNING LAWS

This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.

ATTACHMENT D: SUPPLEMENTARY 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 "Engineer" is mentioned, it is understood to mean the Director of Public Works, his assistant or duly authorized agent. The Director of Public Works 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.
- d. Whenever the term "City" is used, it is to mean the City of Rocky Mount, North Carolina.
- e. The term "Work" of the Contractor or subcontractor includes labor or materials, or both, equipment, transportation, or other facilities necessary to complete the Contract.

2. Time of Completion

The Contractor shall commence work to be performed under this Contract on a date to be specified in written order from the Designer/Owner and shall fully complete all work hereunder within **90** consecutive calendar days from the Notice to Proceed. The project over run, liquidated damages, shall be as defined in the Project Special Provisions. If the Contractor is delayed at any time in the progress of his work by any act or negligence of the Owner, his employees or his separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Owner, then the contract time may be reasonably extended in a written order from the Owner upon written request from the contractor within ten days following the cause for delay. Time extensions for weather delays, acts of God, labor disputes, fire, delays in transportation, unavoidable casualties or other delays which are beyond the control of the Owner do not entitle the Contractor to compensable damages for delays. Any contractor claim for compensable damages for delays is limited to delays caused solely by the owner or its agents.

CONSTRUCTION SCHEDULE

Project start date will be _____, 2022 with a completion date of _____, 2022.

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 City 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 Engineer 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. If applicable, liquidated damages may be deducted on a monthly

basis based on contractors progress as compared to the approved project schedule. The progress schedule shall be in graphic form and if required, and in a format acceptable to 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 Rocky Mount 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 Rocky Mount 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 Engineer.
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 Engineer 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 Engineer's instructions, laws, or ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection. Inspections by the Engineer 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 Engineer, it must, if required by the Engineer, 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 unless otherwise approved by the Director of Public Works.

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 Engineer 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 Engineer 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 Engineer 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 Rocky Mount, 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 Rocky Mount 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 Engineer 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 Rocky Mount, 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 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 50 "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 Engineer 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:**
- 21.1. **Final Inspection**
- a. When the improvements contained in this Contract are substantially completed, the Contractor shall notify the Engineer 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 Engineer having charge of the inspection. If the Engineer determines that the status of the improvements is accurately represented, the Engineer 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 Engineer's representatives and the Contractor. The Final Inspection Team may also include representatives of each department of the City of Rocky Mount as well as a representative of the North Carolina Department of Transportation.
 - b. The Final Inspection Team, on the date agreed upon in 21.1(a), shall make a thorough visual inspection to ensure 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.
- 21.2. **Clean Up Work:** Cleanup 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.
- 21.3. **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 Engineer 's Representative to issue the Final Acceptance Document.
22. **Payments to Contractor and Retainage:**
- 22.1. **Partial Payments**
- a. Partial payment will be based upon progress estimates prepared by the Engineer once each month on the date established by the Engineer.
 - b. Monthly or partial payments made by the City of Rocky Mount to the Contractor are monies paid on completed work 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 Rocky Mount. Such payments shall not constitute a waiver of the right of the City of Rocky Mount 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 Rocky Mount in all details.

22.2. Retainage: Retainage will be deducted in accordance with Section 17 of the General Conditions.

22.3. Final Payment

- a. After final inspection and acceptance by the City of Rocky Mount 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 Rocky Mount 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 Rocky Mount deems the same necessary in order to protect its interest. The City of Rocky Mount, 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 Rocky Mount 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 project 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.

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 Engineer, or otherwise be guilty of a substantial violation of any provision of the contract, then the City, upon the certificate of the Engineer 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 Engineer.

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 Engineer, 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 City's Purchasing Clerk, 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 in accordance with Section 19 of the General Conditions and name the City of Rocky Mount as an additionally insured.
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 Rocky Mount.
 - 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 Rocky Mount. Any compensation claimed by the Contractor on account of such emergency work will be determined by the City of Rocky Mount as provided in Section 15 "CHANGES IN WORK".
 - 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 Rocky Mount 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 Rocky Mount 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:**
- 28.1. 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.

28.2. 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 Rocky Mount with reports concerning these matters.

28.3. Indemnity: The Contractor shall indemnify and save harmless the City of Rocky Mount 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:

29.1. Bidding Process: The City of Rocky Mount's bidding process policy is regulated by the North Carolina State GS 143-129, GS 143-131 and City of Rocky Mount Standard Procedure 501-3 which define Formal and Informal public contract.

- a. Formal Contracts, as described by GS 143-131 and **City of Rocky Mount Administrative Policy: Procurement Policy III.18**, 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 Rocky Mount **Administrative Policy: Procurement Policy III.18**, are those contracts for construction or repair work that require expenditure of **\$30,000.00** to **\$499,999.99**; and for the purchase or lease purchase of apparatus, supplies, materials or equipment that require expenditure of **\$30,000.00** to \$89,999.99.
- c. All Bids as described in 29.01(a), 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.

29.2. Guaranty Bonds

29.3. Guaranty Bonds for Formal Contracts

- a. The successful bidder in a contract **\$300,000.00 or more**, within ten (10) days after the notice of award is received by him, shall provide the City of Rocky Mount 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 Rocky Mount may decide.

29.4. 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 \$300,000.00. 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 \$300,000.00. 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 and City of Rocky Mount. 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 Rocky Mount 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 Rocky Mount and the ordinances and codes of the City of Rocky Mount, 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 Engineer, 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 shall be submitted with the Contractor's request for final payment.

33. **Working Time Restrictions:** Work hours shall be restricted to 7:00 am to 7:00 pm Monday through Saturday unless otherwise approved by the Engineer.

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

34. **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 Engineer 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.

If towing is necessary, the Engineer 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 ROCKY MOUNT.

35. **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.
36. **Subcontracted Work and Subcontractors:**
- a. The Contractor shall, as soon as practicable after the signing of the contract, notify the Engineer in writing of the names of subcontractors proposed for the work and shall not employ any subcontractors that the Engineer 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.
 - b. The Contractor shall obtain approval of subcontractors as well as any change in subcontractors during the work on the contract from the Engineer. A period of seven (7) days minimum is required for the approval of a subcontractor.
37. **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 Engineer 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.
38. **Status of Engineer:** The Engineer 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.
39. **Engineer's Decision:** The Engineer 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 Engineer shall be final.
40. **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.
41. **Cleaning Up:** The Contractor shall, as directed by the Engineer, 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.
42. **Access to Property:** The Contractor shall, where necessary, provide and maintain access to and from all properties along the line of his work.
43. **Safeguards:** The Contractor shall provide, erect and maintain adequate barricades, warning signs, and lights at all excavations, closures, detours and points of danger.
44. **Survey Construction Stakes:**
1. The Contractor shall furnish all surveys unless otherwise specified.
 2. The Engineer will set sufficient points to establish alignment and grade. The Contractor shall be responsible for preserving all stakes and marks.

45. **Materials Sampling and Testing:** All tests of material shall be made by a recognized and approved testing laboratory designated by the Engineer. 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 Engineer 48 hours ahead of time for the needed test.
46. **Tools, Plant and Equipment:** If at any time before the commencement or during the work, tools, plant, or equipment appear to the Engineer to be insufficient, inefficient, or inappropriate to secure the quality of the work required or the proper rate of progress, the Engineer 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 Engineer 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.
47. **Measurement of Quantities:** The quantities of work performed will be computed by the Engineer 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.
48. **Working Day Defined:** A day shall be counted as a working day in the opinion of the Engineer, 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 Engineer 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 Engineer 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 Engineer. 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 Engineer. 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 Engineer. Advance notice must be given to Contractor, and a date mutually set to pave on that weekend.
49. **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.
50. **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.
51. **Force Account Work:** Force account reports shall be submitted to and approved by the Engineer 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.
52. **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 Engineer granting the Contractor or his agent such permission and listing the requirements made by the property owner or the Contractor, if any.

53. **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.
54. **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 Engineer or his representatives prior to beginning any work. The members of this crew shall be based, reside, live or stay in within 20 miles of the City Limits of Rocky Mount during the periods that they are on call. 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.
55. **Construction Water:**
- A. Contractors are responsible for securing adequate construction water for their job sites.
- B. All construction water usage must be metered and will be billed to the Contractor. The Contractor must contact the City of Rocky Mount Water Resources Department to make the applicable arrangements for billing the water usage.
- C. Contractors must furnish the following information for water usage.
- a. Meter location and project name.
 - b. Address where applicable and responsible party name.
 - c. Duration of use and frequency of meter reading.
- D. Contractors observed using unmetered water will be fined by the City of Rocky Mount in accordance with City Code provisions.
56. **Dust Control:** The Contractor shall, as directed by the Engineer 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 Engineer 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 Engineer may proceed to have the work performed with other forces. The actual cost of the work so performed along with a 20% administrative fee will be deducted from monies due to the Contractor on his contract. Under adverse conditions, the Engineer 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.
57. **Traffic Control:** All traffic control shall be performed in accordance with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).

The contractor shall provide all traffic control devices and signs including Portable Changeable Message Signs (PCMS) in accordance with MUTCD to warn the traveling public. PCMS are required on all streets with four (4) or more marked lanes. PCMS shall be installed at least three (3) days in advance of work and maintained throughout the duration of the work.

Two-way traffic shall be maintained at all times unless otherwise approved by the traffic control plan or Director of Public Works. Total road closures shall not be allowed unless approved by the Director of Public Works.

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

Traffic Control will be considered incidental to the work unless otherwise specified in the contract documents. For projects that include Traffic Control as a lump sum pay item, payments will be made as a percentage of work completed on a monthly basis.

ATTACHMENT E: SUPPLEMENTAL VENDOR INFORMATION

HISTORICALLY UNDERUTILIZED BUSINESSES

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFP. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330. The Vendor shall respond to question #1 and #2 below.

- a) Is Vendor a Historically Underutilized Business? **Yes** **No**
- b) Is Vendor Certified with North Carolina as a Historically Underutilized Business? **Yes** **No**

If so, state HUB classification: _____

CONTRACTOR REGISTRATION

New vendors must complete a vendor registration form using the link below. If you are a current vendor that has not completed the online vendor registration also complete the form. Once registration is complete email a copy of your W9 an E-Verify Affidavit to the contact person listed on the coversheet.

<https://rockymountnc.gov/services-finance-vendor-registration/>

ATTACHMENT F: PROPOSED PRODUCTS FORM

No.	Item	Proposed Product(s)	Supplier Names & Addresses
1			
2			
3			
4			
5			

CERTIFICATION BY PRIME CONTRACTOR:

Each supplier listed above has established his ability and responsibility to supply the specified materials in accordance with the Contract Documents.

Contractor

By: _____ Date: _____
 Signature & Title

Approved: CITY OF ROCKY MOUNT

By: _____ Date: _____
 Director of Public Works

ATTACHMENT G: MWBE FORMS

Download the City of Rocky Mount HUB related forms and affidavits by accessing the link below. The forms are under the Business with the City header.

<https://rockymountnc.gov/RockyMountNC/Documents/Finance/MWBE/mwbeaffidavits2020.pdf>

ATTACHMENT H: PROJECT SPECIAL PROVISIONS

The City of Rocky Mount has need for the services of a Licensed Contractor to install approximately 2.3 miles of shared lane markings and other bicycle boulevard items, such as signage, neighborhood traffic circles, speed cushions, limited bicycle lane markings, bicycle racks, and other associated work. Locations are as follows:

- Avondale Avenue 0.65 Mi. from Sith-Talbert Park to Madison Street
- Madison Street 0.21 Mi. from Avondale Avenue to Eastern Avenue
- Eastern Avenue 1.42 Mi. from Madison Street to N. Glendale Drive

The Bidder has carefully examined the location of the proposed work to be known as RFP 320-181021RP; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the City of Rocky Mount in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received. The undersigned Bidder further agrees 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 contract in accordance with the City of Rocky Mount Standard Specifications and 2018 Standard Specifications for Roads and Structures by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein. Engineer is herein defined as the Director of Public Works or their designee.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete RFP 320-181021RP in the City of Rocky Mount, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by the City of Rocky Mount, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

The City of Rocky Mount Standard Specifications and the published volume entitled North Carolina Department of Transportation, Rocky Mount, Standard Specifications for Roads and Structures, January 2018 with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the construction and work included in this contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Engineer.

If the proposal is accepted and the award is made, the contract is valid only when signed either by the City of Rocky Mount Purchasing Manager or such other person as may be designated to sign for the City of Rocky Mount. The conditions and provisions herein cannot be changed except over the signature of the said Purchasing Manager, Finance Director or Director of Public Works.

The quantities shown in the itemized proposal for the project are considered to be approximate only and are given as the basis for comparison of bids. The City of Rocky Mount may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient.

An increase or decrease in the quantity of an item will not be regarded as sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for the contract.

Contingency Items (CI) will only be paid if directed by the Engineer, Project Manager or Construction Inspector.

DOCUMENTS:

The following documents are herein incorporated into the project documents:

Eastern Avenue, Madison Street, and Carolina Avenue Bicycle Boulevards, March 2021

In addition to the plans and general specifications contained herein, the following are herein made part of this Scope of Work by reference.

- City of Rocky Mount Standard Details
- City of Rocky Mount Standard Specifications
- NCDOT Standard Specifications for Roads and Bridges, 2018 Edition
- NCDOT Standard Drawings, 2018 Edition

BOND REQUIREMENTS:

Bid Bond. For projects \$500,000.00 or more this bid shall be a bid bond secured by a corporate surety, or certified check payable to the order of the City of Rocky Mount, for five percent of the total bid price, which deposit is to be forfeited as liquidated damages in case this bid is accepted and the Bidder shall fail to provide the required payment and performance bonds with the City of Rocky Mount, under the condition of this proposal, within 14 calendar days after the written notice of award is received.as provided in the Standard Specifications; otherwise said deposit will be returned to the Bidder.

Contract Payment and Performance Bonds are required. Provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received

CONTRACT TIME AND LIQUIDATED DAMAGES:

Contract time for substantial completion is 90 days from notice to proceed.

Except where otherwise provided by the contract, observation periods required by the contract will not be a part of the work to be completed by the completion date and/or intermediate contract times stated in the contract. The acceptable completion of the observation periods that extend beyond the final completion date shall be a part of the work covered by the performance and payment bonds.

The liquidated damages for this contract are **Five Hundred Dollars (\$500) per calendar day.**

NO MAJOR CONTRACT ITEMS:

None of the items included in this contract will be major items.

TWELVE MONTH GUARANTEE:

(7-15-03)

108

SP1 G145

(A) The Contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the City of Rocky Mount. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the City of Rocky Mount, and/or for use in excess of the design.

(B) Where items of equipment or material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply for that particular piece of equipment or material. The City of Rocky Mount's first remedy shall be through the manufacturer although the Contractor is responsible for invoking the warranted repair work with the manufacturer. The Contractor's responsibility shall be limited to the term of the manufacturer's guarantee. The City of Rocky Mount would be afforded the same warranty as provided by the Manufacturer.

This guarantee provision shall be invoked only for major components of work in which the Contractor would be wholly responsible for under the terms of the contract. Examples would include pavement structures, bridge components, and sign structures. This provision will not be used as a mechanism to force the Contractor to return to the project to make repairs or perform additional work that the City of Rocky Mount would normally compensate the Contractor for. In addition, routine maintenance activities (i.e., mowing grass, debris removal, ruts in earth shoulders,) are not parts of this guarantee.

Appropriate provisions of the payment and/or performance bonds shall cover this guarantee for the project.

MOBILIZATION

The work covered for mobilization consists of preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings, and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various items on the project site.

All work covered by this section shall not be measured but shall be paid for at the lump sum contract price for mobilization. A lump sum payment up to three percent (3%) of the total bid price (to include all bonds, insurance, move-on expenses, etc.) will be allowed for 'mobilization' as a progress payment line item. Up to half of the cost for mobilization will be considered in the initial payment request provided that cost documentation suitable to the ENGINEER is furnished by the CONTRACTOR. Any outstanding balance of mobilization line item will be payable when the Project Work is ten percent (10%) complete as indicated by the approved progress payments.

PROSECUTION OF WORK:

The Contractor will be required to prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance of the project. The Contractor will not be permitted to suspend his operations except for reasons beyond his control or except where the Engineer has authorized a suspension of the Contractor's operations in writing.

In the event that the Contractor's operations are suspended in violation of the above provisions, the sum of \$200.00 will be charged the Contractor for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages due to extra engineering and maintenance costs and due to increased public hazard resulting from a suspension of the work.

CONSTRUCTION PROGRESS SCHEDULE AND BI-WEEKLY MEETINGS

The Contractor shall provide, at the pre-construction conference, a completed 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 weekly progress meetings and at other times as may be deemed necessary by the Engineer 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.

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.

POINT OF CONTACT

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

MATERIAL TICKETS

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

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.

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.

CONSTRUCTION STAKING

The Contractor shall furnish all survey and construction staking for this project.

The Engineer will set sufficient points to establish alignment and grade. The Contractor shall be responsible for preserving all stakes and marks.

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.

TRAFFIC CONTROL

The Contractor shall provide all traffic control devices and 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.

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 Engineer). 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.

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.

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/City of Rocky Mount Standards, as determined by the Engineer, without extra cost to the City. Prior to construction, the Contractor shall inspect the site and report to the Engineer 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.

MAINTENANCE OF MAILBOXES, 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 Engineer. 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.

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 Engineer 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.

VIDEOTAPE OF PROJECT SITE

The Contractor will videotape the project site 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 electronic 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.

COORDINATION WITH UTILITY COMPANIES

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 Engineer 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

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.

PROTECTION OF EXISTING PLANTS

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

The plants protective fencing encompasses the plants to the drip-line. Deviations from this must be approved by the Engineer.

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 Engineer 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 Engineer 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 engineer) to complete the work.

DIVISION 02 EARTHWORK

BURNING RESTRICTIONS:

(7-1-95)

200, 210, 215

SP2 R05

Open burning is not permitted on any portion of the right-of-way limits established for this project. Do not burn the clearing, grubbing or demolition debris designated for disposal and generated from the project at locations within the

project limits, off the project limits or at any waste or borrow sites in this county. Dispose of the clearing, grubbing and demolition debris by means other than burning, according to state or local rules and regulations.

DIVISION 11 – WORK ZONE TRAFFIC CONTROL

WORK ZONE TRAFFIC CONTROL GENERAL REQUIREMENTS

TEMPORARY TRAFFIC CONTROL (TTC):

TRAFFIC CONTROL:

All traffic control shall be performed in accordance with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).

The contractor shall provide all traffic control devices and signs including Portable Changeable Message Signs (PCMS) in accordance with MUTCD to warn the traveling public. PCMS are required on all streets with four (4) or more marked lanes. PCMS shall be installed at least three (3) days in advance of work and maintained throughout the duration of the work.

Two-way traffic shall be maintained at all times unless otherwise approved by the City. Total road closures shall not be allowed except as approved by the City.

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

The Traffic Control shall be considered incidental to the work.

ROAD CLOSURES, NOTICE AND MAINTENANCE OF TRAFFIC

Temporary Road closures proposed by the Contractor must be approved by the Engineer in advance. Approved Road closures will be set up and maintained by the contractor. Any detours required by the temporary closure will set up and maintained by the Owner. Contractor shall coordinate all road closures and detours with the Owner at least 72 hours in advance of closure.

Where construction operations are to take place under traffic, the Contractor shall maintain at least one lane of traffic at all times and shall provide serviceable access to all business and dwelling units in the project area. The Contractor shall provide such flagmen as are necessary to temporarily control traffic in the project area and is solely responsible for erection and maintenance of traffic control devices and barricades. All traffic control shall be in accordance with the MUTCD.

Where construction operations will impact parking on public ROW, Contractor shall notify area residents and business of need to move vehicles by door hanger. Notice of work must be provided at least 24 hours in advance of starting operations and shall include a contact number for the Contractor. Any vehicles remaining on the street or public ROW after proper notification will be towed by the Owner.

Where roadway closures have been approved by the City, Contractor shall provide notice of temporary road closures local residents and business by door hangar at least 48 hours in advance. Contractor shall make individual contact with impacted businesses to coordinate maintenance of access when temporary closures will exceed 24 hours. Reasonable access shall be provided for local residents and business throughout the closure period.

Access to driveways may be restricted until concrete has achieved sufficient strength to support the anticipated traffic load. However, Contractor must maintain reasonable access to the property. Contractor shall notify residents and business of restricted driveway access at least 24 hours in advance.

MEASUREMENT AND PAYMENT

No direct payment will be made for furnishing and installing necessary traffic control in accordance with the project plans and/or MUTCD. Installation and maintenance of adequate traffic control measures will be considered incidental to other work being paid for by the various items in the contract.

STANDARD SPECIAL PROVISION**PLANT AND PEST QUARANTINES****(Imported Fire Ant, Gypsy Moth, Witchweed, Emerald Ash Borer, Guava Root Knot Nematode, And Other Noxious Weeds)**

(3-18-03) (Rev. 5-21-19)

Z-04a

Within Quarantined Area

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

Originating in a Quarantined County

Obtain a certificate or limited permit issued by the N.C. Department of Agriculture/United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-707-3730, or <https://www.ncagr.gov/plantindustry/Plant/quaran/table2.htm> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.

Plants with roots including grass sod.

Plant crowns and roots.

Bulbs, corms, rhizomes, and tubers of ornamental plants.

Hay, straw, fodder, and plant litter of any kind.

Clearing and grubbing debris.

Used agricultural cultivating and harvesting equipment.

Used earth-moving equipment.

Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed, emerald ash borer, guava root knot nematode, or other noxious weeds.

PORTLAND CEMENT CONCRETE PRODUCTION AND DELIVERY:

(9-15-20)

1000, 1014, 1024

SP10 R01

Revise the 2018 Standard Specifications as follows:

Page 10-6, Table 1000-1, REQUIREMENTS FOR CONCRETE, replace with the following:

TABLE 1000-1 REQUIREMENTS FOR CONCRETE											
Class of Concrete	Min. Compressive Strength at 28 days	Maximum Water-Cement Ratio				Consistency Maximum Slump		Cement Content			
		Air-Entrained Concrete		Non-Air-Entrained Concrete		Vibrated	Non-Vibrated	Vibrated		Non-Vibrated	
		Rounded Aggregate	Angular Aggregate	Rounded Aggregate	Angular Aggregate			Min.	Max.	Min.	Max.
		<i>Units</i>	<i>psi</i>					<i>inch</i>	<i>inch</i>	<i>lb/cy</i>	<i>lb/cy</i>
AA	4500	0.381	0.426	---	---	3.5 ^A	---	639	715	---	---
AA Slip Form	4500	0.381	0.426	---	---	1.5	---	639	715	---	---
Drilled Pier	4500	---	---	0.450	0.450	---	5 - 7 dry 7 - 9 wet	---	---	640	800
A	3000	0.488	0.532	0.550	0.594	3.5 ^A	4.0	564	---	602	---
B	2500	0.488	0.567	0.559	0.630	1.5 machine placed 2.5 ^A hand placed	4.0	508	---	545	---
Sand Light-weight	4500	---	0.420	---	---	4.0 ^A	---	715	---	---	---
Latex Modified	3000 (at 7 days)	0.400	0.400	---	---	6.0	---	658	---	---	---

Flowable Fill excavatable	150 max. (at 56 days)	as needed	as needed	as needed	as needed	---	Flowable	---	---	40	100
Flowable Fill non-excavatable	125	as needed	as needed	as needed	as needed	---	Flowable	---	---	100	as needed
Pavement	4500 Design, field 650 flexural, design only	0.559	0.559	---	---	1.5 slip form 3.0 hand placed	---	526	---	---	---
Precast	See Table 1077-1	as needed	as needed	---	---	6.0	as needed	as needed	as needed	as needed	as needed
Prestressed	per contract	See Table 1078-1	See Table 1078-1	---	---	8.0	---	564	as needed	---	---

- A. The slump may be increased to 6 inches, provided the increase in slump is achieved by adding a chemical admixture conforming to Section 1024-3. In no case shall the water-cement ratio on the approved design be exceeded. Concrete exhibiting segregation and/or excessive bleeding will be rejected. Utilizing an Admixture to modify slump does not relinquish the contractor’s responsibility to ensure the final product quality and overall configuration meets design specifications. Caution should be taken when placing these modified mixes on steep grades to prevent unintended changes to the set slope.

MATERIALS FOR PORTLAND CEMENT CONCRETE:

(9-15-20)

1000, 1024

SP10 R24

Revise the 2018 Standard Specifications as follows:

Page 10-52, Article 1024-4, WATER, lines 3-6, delete and replace with the following:

Test water from wells at all locations. Test public water supplies from all out of state locations and in the following counties: Beaufort, Bertie, Brunswick, Camden, Carteret, Chowan, Craven, Currituck, Dare, Gates, Hyde, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrell and Washington unless the Engineer waives the testing requirements.

Page 10-52, Table 1024-2, PHYSICAL PROPERTIES OF WATER, replace with the following:

TABLE 1024-2 PHYSICAL PROPERTIES OF WATER		
Property	Requirement	Test Method
Compression Strength, minimum percent of control at 3 and 7 days	90%	ASTM C1602
Time of set, deviation from control	From 1:00 hr. earlier to 1:30 hr. later	ASTM C1602
pH	4.5 to 8.5	ASTM D1293 *
Chloride Ion Content, Max.	250 ppm	ASTM D512 *
Total Solids Content (Residue), Max.	1,000 ppm	SM 2540B *
Resistivity, Min.	0.500 kohm-cm	ASTM D1125 *

*Denotes an alternate method is acceptable. Test method used shall be referenced in the test report.

BIKE RACK:

Description

Work covered by this special provision consists of purchasing and installing a bike rack.

Materials and Construction Methods

All installations will be per the manufacturer specifications and details as shown on the plan. The bicycle rack shall be the Dumor, Inc. 125-40/S-1 Bike Rack product or approved equivalent. The rack shall be powder coated black. The rack shall be mounted in 3,000 PSI concrete foundations as shown on the plan detail.

Measurement and Payment

The bike rack shall be measured per each rack. The bike rack will be paid for at the contract unit price per each of items listed below. Such payment will be full compensation for all work associated with furnishing the bike rack and installing on site in concrete foundations.

Pay Item

Bike Rack

Pay Unit

Each

SPEED CUSHION:

Description

This work consists of providing all labor, equipment, and materials required to furnish and install speed cushions as specified herein, on the detail shown on the plan, and as directed by the Engineer.

Materials

All materials must meet the speed cushion manufacturers' requirements. Speed cushions shall be 72"Wx84"L rubber and manufacturer by Traffic Logix or approved equal.

Construction Methods

Location of the speed cushion system shall be as indicated on the construction plans or as directed by the Engineer. Speed cushions should be placed to avoid direct placement in front of driveways. Orientation and spacing of speed cushions must be as specified by the manufacturer and as directed by the Engineer. Install speed cushions utilizing procedures specified by the manufacturer. All bolts, washers, anchors, dowels, resin and rubber caps utilized must be as specified by the manufacturer.

Measurement and Payment

The speed cushion shall be measured and paid per each individual cushion. Such payment will be full compensation for all work associated with furnishing and installing the speed cushion.

Payment will be made under:

Pay Item	Pay Unit
Speed Cushion	Each

LED BLINKER SIGN:

Description

This work consists of furnishing and installing new solar powered 30" x 30" MUTCD W11-15 LED Blinking Signs with a MUTCD W16-7PL sign plaque at the locations shown on the plans. The LED sign shall be self- powered by solar panels and long-life nickel metal hydride batteries with no external electrical power installation.

Materials

The Blinking LED Signs shall be Tapco BlinkerSigns™ or approved equal and include the following components:

Sign Substrate	.080 Highway Grade Aluminum
Reflective Sheeting	3M™ DG3™- with anti-graffiti overlay
MUTCD Compliance	MUTCD Section 2A.08 Compliant
Battery Lifespan	Up to 5 years
Autonomy- Functionality without Charge	Up to 30 days in 24/7
Operation Flash Pattern	MUTCD Compliant
LED Type	High Power Luxeon- 1 watt
LED Life Expectancy Warranty	Over 100,000 hours
Term	1 Full Year Warranty

Construction Methods

Install sign posts in accordance to Section 903.

Measurement and Payment

LED Blinker Signs will be measured by each unit, complete in place and accepted.

The accepted quantity of *LED Blinker Signs* will be paid for at the contract unit price which shall include furnishing and installing complete solar powered LED Blinker Signs and supplemental sign plaques including sign connections and all hardware, attaching signs to the supports, washing and cleaning the signs, testing of the LED stop sign and making adjustments as needed, furnishing sign posts, installing solar panels to ensure optimal recharging of batteries and solar powered batteries to the satisfaction of the Engineer and all equipment, materials, labor, tools, and incidentals for each sign assembly.

Payment will be made under:

Pay Item	Pay Unit
LED Blinker Sign	Each

STANDARD SPECIAL PROVISION**ERRATA**

(10-16-18) (Rev.2-16-21)

Z-4

Revise the 2018 Standard Specifications as follows:

Division 6

Page 6-7, Article 609-1 DESCRIPTION, line 29, replace article number "609-10" with "609-9"

Division 7

Page 7-27, Article 725-1 MEASUREMENT AND PAYMENT, line 4, replace article number "725-1" with "724-4".

Page 7-28, Article 725-1 MEASUREMENT AND PAYMENT, line 10, replace article number "725-1" with "725-3".

Division 10

Page 10-78, Article 1056-4 GEOTEXTILES, TABLE 1056-1, Permittivity, Type 2, replace "Table 6^D" with "Table 7^D" and **Permittivity, Type 3^B,** replace "Table 7^D" with "Table 8^D".

Page 10-121, Article 1076-7, REPAIR OF GALVANIZING, line 8, replace article number "1080-9" with "1080-7".

Page 10-162, Article 1080-50 PAINT FOR VERTICAL MARKERS, line 1, replace article number "1080-50" with "1080-10".

Page 10-162, Article 1080-61 EPOXY RESIN FOR REINFORCING STEEL, line 5, replace article number "1080-61" with "1080-11".

Page 10-162, Article 1080-72 ABRASIVE MATERIALS FOR BLAST CLEANING STEEL, line 22, replace article number "1080-72" with "1080-12".

Page 10-163, Article 1080-83 FIELD PERFORMANCE AND SERVICES, line 25, replace article number "1080-83" with "1080-13".

Division 17

Page 17-15, Article 1715-4 MEASUREMENT AND PAYMENT, lines 42-44, replace the second sentence with the following:

An example is an installation of a single 1.25 inch HDPE conduit would be paid as:

Directional Drill (1)(1.25²) Linear Foot

ATTACHMENT I: PROJECT MAPS

The following images are uploaded to the project bid file on the purchasing webpage in PDF form.

<http://www.rockymountnc.gov/services-finance-bids/>