

INSTRUCTIONS TO BIDDERS, FORM OF PROPOSAL, CONTRACT,
SPECIFICATIONS
FOR

Town of Jamestown
2022 – 2023 Resurfacing Contract

LYNN MONTGOMERY, MAYOR

COUNCIL

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JOHN CAPES

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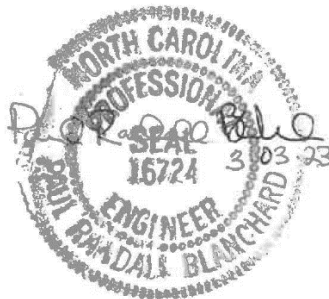
MATTHEW L. JOHNSON, TOWN MANAGER

KATIE WEINER, CLERK

PAUL R. BLANCHARD, PUBLIC SERVICES DIRECTOR



Contract Number: PS-2023-03
February 2023



REQUEST FOR BIDS

Town of Jamestown
301 East Main Street
Jamestown, N. C. 27282

Separate sealed BIDS for the construction of 2022-2023 Resurfacing Contract, Contract No. 2023-03, consisting of, but not limited to, the following approximate quantities:

1,800 Tons Asphalt resurfacing
775 SY Full depth pavement patching
8,900 SY Milling existing pavement (0 to 3")
45 Adjust structures to grade
13,000 SY Bituminous surface treatment

will be received by the Mayor and the Town Council at the Town Hall, 301 East Main Street, Jamestown, N. C. 27282 until Monday, April 17, 2023, at 10:00 A.M. and then at said office publicly opened and read aloud.

The Contract Documents may be examined at the following location:

Town Hall, Jamestown, N. C.
301 East Main Street, Jamestown, NC 27282, Telephone 336-454-1138
Cost for Paper Plans, Specifications and Bid Documents shall be \$50.00. The Bid Document Fee of \$50.00 will be reimbursed to all planholders that submit a valid bid.

No Pre-bid meeting is scheduled for the project.

No Bid Bond is required for this project.

Performance and Payment Bonds will be required for this project, in addition to completing the Affidavit of Compliance (E-Verify) forms.

All BIDDERS must be appropriately licensed in North Carolina.

The TOWN OF JAMESTOWN reserves the right to reject any or all bids in conformance with G.S. 143-129.

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions. The term “Bidder” means one who submits a Bid directly to the Owner, as distinct from a sub-bidder, who submits a Bid to a Bidder. The term “Successful Bidder” means the lowest, qualified, responsible and responsive Bidder to whom the Owner (on the basis of the Owners evaluation as hereinafter provided) makes an award. The term “Bidding Documents” includes the Request for Bids, Instructions to Bidders, the Bid Form, and the proposed Contract Documents, Plans and Specifications (including all Addenda issued prior to receipt of Bids).

2. COPIES OF BIDDING DOCUMENTS

2.1. Complete sets of the Bidding Documents may be examined at the locations listed in the Request for Bids, or, for the sum stated in the Request for Bids, may be obtained from the Town of Jamestown.

2.2. Complete sets of Bidding Documents must be used in preparing Bids

2.3. The Owner in making copies of Bidding Documents; available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

So as to evaluate the Bidder’s qualifications as a responsible Bidder for the Project, each Bidder must be prepared to submit within five days of the Owner’s request after receipt of Bids, written evidence such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1. It is the responsibility of each Bidder before submitting a Bid, to (A) examine the contract documents thoroughly, (B) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (C) consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the Work, (D) study and carefully correlate the Bidder’s observations with the Contract Documents, and (E) notify the Owner of all conflicts, errors or discrepancies found in the Contract Documents.

5. INTERPRETATIONS AND ADDENDA

5.1. All questions about the meaning or intent of the Contract Documents are to be directed to the Owner. Interpretations or clarifications considered necessary by the Owner in response to such questions will be issued by addenda mailed or delivered to all parties recorded by the Owner as having received the Bidding Documents. Questions received less than five days prior to the date for opening of Bids may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the Owner.

6. Reserved

7. CONTRACT TIME

The numbers of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the contract time) are set forth in the Bid Form and the Agreement.

8. LIQUIDATED DAMAGES

Provisions for liquidated damages are set forth in the Agreement.

9. SUBSTITUTE OR “OR EQUAL” ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the drawings or specified in the specifications without consideration of possible substitute or “or equal” items.

10. SUBCONTRACTORS, SUPPLIERS AND OTHERS

10.1. As required in Articles 16 and 17 of the General Conditions, the identity of certain subcontractors, suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) will be submitted to the Owner prior to the effective date of the Agreement, by the apparent successful Bidder, and any other Bidder so requested, within seven days after the bid opening. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such subcontractor, supplier, person or organization, if requested by the Owner.

10.2. No Contractor shall be required to employ any subcontractor supplier, other person or organization against whom Contractor has reasonable objection.

11. BID FORM

11.1. The Bid Form is included with the Bidding Documents; additional copies may be obtained from the Owner.

11.2. All blanks on the Bid Form must be completed in ink or by typewriter.

11.3. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and State of Incorporation must be shown below the signature.

11.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.5. All names must be typed or printed below the signature.

11.6. The Bid shall contain an acknowledgement of receipt of all addenda (the numbers of which must be filled in on the Bid Form).

11.7. The address and telephone number for communications regarding the Bid must be shown.

12. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be enclosed in an opaque sealed envelope, marked with the project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the other required

documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation ‘Bid Enclosed’ on the face of it.

13. MODIFICATION AND WITHDRAWAL OF BIDS

13.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

13.2. If, within seventy-two hours after Bids are opened, any Bidder files a duly signed, written Notice with the Owner and promptly thereafter demonstrates to the reasonable satisfaction of the Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw his Bid. Thereafter, that Bidder will be disqualified from further bids on the Work to be provided under the Contract Documents.

14. OPENING OF BIDS

Bids will be opened after the bid closing time. An abstract of the amounts of the base bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All Bids will remain subject to acceptance for **sixty (60) calendar days** after the day of the Bid opening, but the Owner may, in its sole discretion, release any Bid prior to that date.

16. AWARD OF CONTRACT

16.1. The Owner reserves the right to reject any and all Bids, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Also, the Owner reserves the right to reject the Bid of any Bidder if the Owner believes that it would not be in the best interest of the Project to make an Award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria, or if the Bidder has performed unsatisfactorily for the Owner on previous projects.

Discrepancies in the multiplication of units of Work and Unit Prices will be resolved in favor of the written 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. The Owner reserves the right to reject any item within the Bid, and adjust the amount of the Bid and Contract Agreement price accordingly.

16.2. In evaluating Bids, the Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form.

16.3. The Owner may conduct such investigations as the Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to the Owner’s satisfaction within the prescribed time.

16.4. If the Contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by the Owner indicates that the award will be in the best interests of the Project.

16.5. If the Contract is to be awarded, the Owner will give the successful Bidder a Notice of Award within **sixty (60) calendar days** after the day of the Bid opening.

17. CONTRACT SECURITY

Article 35 of the General Conditions sets forth the Owner's requirements as to performance bonds. When the successful Bidder delivers the executed Agreement to the Owner, it must be accompanied by the required performance bond.

18. SIGNING OF AGREEMENT

When the Owner gives a Notice of Award to the successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter the Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to the Owner with the required bonds. Within thirty days thereafter the Owner shall deliver one fully signed counterpart to the Contractor. Each counterpart is to be accompanied by a complete set of the drawings with appropriate identification.

19. SALES AND USE TAXES

The Owner is exempt from North Carolina State Sales and Use Taxes on materials and equipment to be incorporated in the Work as outlined in Article 45 of the General Conditions. The Contractor shall in accordance with General Conditions 105-165 pay North Carolina Sales and Use Tax on all construction materials, and include such tax in the establishment of the contract unit prices.

20. RETAINAGE

Provisions concerning retainage and Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

BID

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the Laws of the State of _____ North Carolina doing business as _____.

This Bid is submitted to the Town of Jamestown (hereinafter called "OWNER").

BIDDER hereby proposes to perform all Work for the construction of the **2022 – 2023 Resurfacing Contract**, Contract No. **PS-2023-03**.

1.01. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Bidding Documents to perform and furnish all Work as specified or indicated in the Bidding Documents for the contract price and within the contract time indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid, and Instructions to Bidders. The Bid will remain subject to acceptance for **sixty (60) calendar days** after the day of bid opening. BIDDER will sign and submit the Agreement and other documents required by the bidding requirements within ten days after the date of the OWNER'S Notice of Award.

3.01. In submitting this Bid, the BIDDER represents, as set forth in the Agreement, that:

(A) BIDDER has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents and of following addenda, receipt of all which is hereby acknowledged:

ADDENDUM NUMBER	ADDENDUM DATE
_____	_____
_____	_____
_____	_____

(B) BIDDER has become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance and furnishing of the Work.

(C) BIDDER is aware that he is solely responsible for the provision of all items, including but not limited to, labor, equipment, and materials necessary to comply with OSHA, Federal, State, and Local Safety Regulations.

(D) BIDDER does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

(E) BIDDER is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work as indicated in the Bidding Documents.

(F) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

(G) BIDDER has given the Owner written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Bidding Documents, and the written resolution thereof by the Owner is acceptable to the BIDDER .

(H) The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work for which this Bid is submitted.

4.01. BIDDER further represents that his Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over the OWNER.

5.01. BIDDER will complete the Work in accordance with the Contract Documents for the following unit prices:

**2022 – 2023 Resurfacing Contract
TOWN OF JAMESTOWN**

No.	ITEM	AMOUNT	UNIT	PRICE	TOTAL PRICE
1.	Mobilization	1	L.S.		
2.	Asphalt Concrete Surface Course, Type S 9.5 C	1,781	Tons		
3.	Asphalt Concrete Intermediate Course, Type I 19.0 C	320	Tons		
4.	Milling Asphalt Pavement Three Inches (0-3”) (Profile Milling)	8,924	S.Y.		
5.	Adjust Existing Manhole	8	EA		
6.	Adjust Existing Valve Box	30	EA		
7.	Replace Existing Valve Box	7	EA		
8.	Bituminous (Asphalt) Surface Treatment (BST)	12,880	S.Y.		
	TOTAL BID				

TOTAL BID: _____.

6.01. BIDDER agrees that the materials will be delivered and the Work will be completed within the times indicated in the Agreement.

6.02. BIDDER accepts the provisions of the Agreement as to Liquidated Damages in the event of failure to complete the Work within the time specified above, which shall be stated in the Agreement.

7.01. Communications concerning this Bid shall be addressed to:

_____ (Contractor)

Attention: _____

Mailing Address

8.01. The terms used in this Bid which are defined in the General Conditions of the Contract included as part of the Bidding Documents have the meanings assigned to them in the General Conditions.

SUBMITTED ON _____, 2023

If Bidder is:

An Individual

Name (type or print): _____

By: _____ (Seal)

Doing Business as: _____

(Individual's Signature)

Business Address: _____

Phone Number: _____ Fax Number: _____

A Partnership

Partnership Name (type or print): _____ (Seal)

By: _____

(Signature of General Partner - attach evidence of authority to sign)

Name (type or print): _____

Business Address: _____

Phone Number: _____ Fax Number: _____

A Corporation

Corporation Name (type or print): _____ (Seal)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____

(Signature - attach evidence of authority to sign)

Name (type or print): _____

Title: _____

(Corporate Seal)

Attest: _____

(Signature of Corporate Secretary)

Business Address: _____

Phone Number: _____ Fax Number: _____

Date of Qualification to do business is _____

NOTICE OF AWARD

Project: 2022 – 2023 Resurfacing Contract Date: _____, 2023

Owner: Town of Jamestown Contract: PS 2023-03

Bidder’s Name: _____

Bidder’s Address: _____

You are hereby notified that your Bid dated _____, 2023 for the above Contract has been considered, and you are the successful Bidder and are awarded the contract for the 2022 – 2023 Resurfacing Contract.

The Contract Price of your Contract is _____ Dollars (\$ _____).

___ Copies of each of the proposed Contract Documents accompany this Notice of Award.

___ Sets of Drawings will be delivered separately or otherwise made available to you.

You must comply with the following conditions within ten (10) business days of the date you receive this Notice of Award.

1. Deliver three (3) fully executed sets of Contract Documents to the Owner.
2. With the Contract Documents, deliver the Contract Security (bonds) as specified in the Instructions and General Conditions.
3. Other Conditions:

Failure to comply with these conditions within the time frame specified will entitle the Owner to consider you in default, annul this Notice of Award, and forfeit your Bid Security.

Within ten (10) days after you comply with the above conditions, the Owner will return one fully executed set of Contract Documents.

Owner: Town of Jamestown

By: _____

Authorized Signature

Date: : _____, 2023

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2023 by and between the TOWN OF JAMESTOWN, NORTH CAROLINA, hereinafter called “Owner” and _____ doing business as a corporation hereinafter called “CONTRACTOR”.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the **2022 – 2023 Resurfacing Contract**.
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within ten (10) calendar days after the date of the NOTICE TO PROCEED and will complete the same within **fifty (50) calendar days** unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. LIQUIDATED DAMAGES. The OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified above, plus any extensions there allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, the OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay the OWNER **Two Hundred Dollars (\$200.00)** for each day that expires after the time specified above for substantial completion until the Work is substantially complete.
5. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____ as shown in the BID SCHEDULE.
6. The term “CONTRACT DOCUMENTS” means and includes the following:
 - (A) Instructions to Bidders.
 - (B) Bid.
 - (C) Agreement.
 - (D) Safety Compliance Statement.
 - (E) Affidavit of Compliance
 - (F) Certificate of Owner’s Attorney and Finance Officer.
 - (G) General Conditions.
 - (H) Drawings prepared by the Town of Jamestown numbered 1 of 10 through 10 of 10 and dated February 2023.
 - (I) Specifications prepared or issued by the Town of Jamestown, dated February 2023.
 - (J) Addenda:
No. _____ dated _____, 2023.
No. _____ dated _____, 2023.

7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) copies each of which shall be deemed an original on the date first above written.

OWNER: TOWN OF JAMESTOWN

By: _____

Type Name: Matthew L. Johnson

Title: Town Manager

(SEAL)

ATTEST:

Type Name: Katie Weiner

Title: Town Clerk

CONTRACTOR: _____

By: _____

Type Name: _____

Title: _____

(SEAL)

ATTEST:

Type Name: _____

Title: _____

NOTICE TO PROCEED

Project: 2022 – 2023 Resurfacing Contract

Date: _____, 2023

Owner: Town of Jamestown

Contract: PS-2023-03

Bidder's Name: _____

Bidder's Address: _____

You are hereby notified that the Contract Times commence on _____, 2023 . On or before that date, you are to begin the work specified in the Contract Documents. In accordance with the Contract Documents, the project is to be completed on or before _____, 2023 .

Before work may commence, you must deliver to the Owner the Certificates of Insurance which you are required to purchase and maintain per the Contract Documents.

Additionally, before work may commence you must:

_____ Town of Jamestown

Owner

Authorized Signature

_____ Public Services Director

Title

_____ , 2023

Date

PERFORMANCE BOND

Date of Contract: _____

Name of Principal: _____

Name of Surety: _____

Name of Owner: Town of Jamestown

Amount of Bond: _____

Project: 2022 – 2023 Resurfacing Contract

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety above named, are held and firmly bound unto the above named Owner, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal entered into a certain contract with the Owner, identified as shown above and hereto attached.

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

THIS AREA INTENTIONALLY LEFT BLANK

IN WITNESS HEREOF, the above bounden parties have executed this instrument under their several seals on the _____ day of _____, 2023, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in _____ Counterparts.

Witness:

Contractor: (Principal)

Proprietorship, Partnership, or LLC

By: _____

Attest: (Corporation)

Title: Owner, Partner, LLC Manager, or Corporate President or Vice President Only

By: _____

(Corporate Seal)

Title: Corp. Secretary or Assistant Secretary Only

Surety Company

Witness:

By: _____

Title: Attorney in fact

Countersigned:

(Surety Corporate Seal)

North Carolina Licensed Resident Agent

Attach Power of Attorney

Name and Address - Surety Agency

Surety Company Name and North Carolina Regional or Branch Office Address

PAYMENT BOND

Date of Contract: _____

Name of Principal: _____

Name of Surety: _____

Name of Owner: Town of Jamestown

Amount of Bond: _____

Project: 2022 – 2023 Resurfacing Contract

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety above named, are held and firmly bound unto the above named Owner, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal entered into a certain contract with the Owner, identified as shown above and hereto attached.

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

THIS AREA INTENTIONALLY LEFT BLANK

IN WITNESS HEREOF, the above bounden parties have executed this instrument under their several seals on the _____ day of _____, 2023, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in _____ Counterparts.

Witness:

Contractor: (Principal)

Proprietorship, Partnership, or LLC

By: _____

Attest: (Corporation)

Title: Owner, Partner, LLC Manager, or Corporate President or Vice President Only

By: _____

(Corporate Seal)

Title: Corp. Secretary or Assistant Secretary Only

Surety Company

Witness:

By: _____

Title: Attorney in fact

Countersigned:

(Surety Corporate Seal)

North Carolina Licensed Resident Agent

Attach Power of Attorney

Name and Address - Surety Agency

Surety Company Name and North Carolina Regional or Branch Office Address

AFFIDAVIT OF COMPLIANCE

STATE OF NORTH CAROLINA
GUILFORD COUNTY

AFFIDAVIT of COMPLIANCE
With N.C. E-Verify Statutes

TOWN OF JAMESTOWN

I, _____, (hereinafter the "Affiant"), duly authorized by and on behalf of _____ (hereinafter the "Employer") after being first duly sworn deposes and says as follows:

1. I am the _____ (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
3. _____ Employer employs 25 or more employees in the State of North Carolina, and is in compliance with the provisions of Article 2, Chapter 64, of the North Carolina General Statutes. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification of work authorization required by this section while the employee is employed and for one year thereafter.

_____ Employer employs fewer than 25 Employees and is therefore not subject to the provisions of Article 2, Chapter 64, of the North Carolina General Statutes.

4. Employer shall verify that all subcontractors and suppliers engaged by or to be engaged by Employer have or will have likewise complied with the provisions of Article 2, Chapter 64 of the North Carolina General Statutes.
5. Employer shall keep the Town of Jamestown informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes.

Further this affiant sayeth not.

This the _____ day of _____, 20____.

Affiant

STATE OF NORTH CAROLINA
COUNTY OF _____

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

My Commission expires: _____

Notary Public
Typed Name: _____

POWER OF ATTORNEY

(Attach to this Sheet)

CERTIFICATE OF INSURANCE

(Attach to this Sheet)

SAFETY COMPLIANCE STATEMENT

Project Name: 2022 – 2023 Resurfacing Contract

Contract: PS-2023-03

Project Location: As indicated in contract documents (Jamestown, NC)

CERTIFICATION

1. I understand that all applicable current OSHA, other Federal, State, and Local Safety Regulations must be adhered to during the execution of the work. I will comply with OSHA Standards and will design and provide safety systems at all elevations for this project.

2. The estimated cost imposed by compliance with this Safety Compliance Statement has been included in the Contract Unit Prices established within the Bid Schedule.

Certified: _____
(Company – Contractor)

By: _____
(President’s Signature)

(Type or Print President’s Name)

NOTARIZATION

Sworn to and subscribed before me in _____ County, N. C.

on the _____ day of _____, 2023.

Notary Public: _____

(affix Seal)

My Commission Expires: _____

CERTIFICATE OF OWNER’S ATTORNEY

I, the undersigned, _____,
the duly authorized and acting legal representative of _____

do hereby certify as follows:

I have examined the foregoing Contract and Surety Bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Town Attorney

Date: _____

CERTIFICATE OF FINANCE OFFICER

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

Finance Officer

Date: _____

**GENERAL CONDITIONS OF THE CONTRACT
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ARTICLE 1 – DEFINITIONS

- a. The **Contract Documents** consist of the Notice to Bidders; Instructions to Bidders; General Conditions of the Contract; Product Specifications, Measurement and Payment; special conditions if applicable; the drawings 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; and the insurance certificates. All of these items together form the contract.
- b. The **owner** is the **Town of Jamestown**.
- c. The **designer(s)** are those referred to within this contract, or their authorized representatives. The designer(s), as referred to herein, shall mean Engineer. They will be referred to hereinafter as if each were of the singular number, masculine gender.
- d. The **contractor**, as referred to hereinafter, shall be deemed to be the single contracting entity identified as the “Party of the First Part”, “Contractor”, or “Vendor” in the Contract. Any references or adjectives that name or infer multiple prime contractors shall be interpreted to mean the single prime Contractor.
- e. A **subcontractor**, as the term is used herein, shall be understood to be one who has entered into a direct contract with a contractor, and includes one who furnishes materials worked to a special design in accordance with plans and specifications covered by the contract, but does not include one who only sells or furnishes materials not requiring work so described or detailed.
- f. **Written notice** shall be defined as notice in writing delivered in person to the contractor, or to a partner of the firm in the case of a partnership, or to a member of the contracting organization, or to an officer of the organization in the case of a corporation, or sent to the last known business address of the contracting organization by registered mail.
- g. **Work**, as used herein as a noun, is intended to include materials, labor, and workmanship of the appropriate contractor.
- h. The **project** is the total construction work to be performed under the contract documents.
- i. **Project Expediter**, as used herein, is an entity stated in the contract documents, designated to effectively facilitate scheduling and coordination of work activities. **For the purposes of this project, the Town of Jamestown’s Public Services Project Coordinator shall be designated as the Project Expediter.**
- j. **Change order**, as used herein, shall mean a written order to the contractor subsequent to the signing of the contract authorizing a change in the contract. The change order shall be signed by the contractor, designer (as applicable) and the owner.
- k. **Field Order**, as used herein, shall mean a written approval for the contractor to proceed with the work requested by owner prior to issuance of a formal Change Order. The field order shall be signed by the contractor, designer (as applicable) and the owner.
- l. **Time of completion**, as stated in the contract documents, is to be interpreted as consecutive calendar days measured from the date established in the written Notice to Proceed, or such other date as may be established herein (Article 23).
- m. **Liquidated damages**, as stated in the contract documents, is an amount reasonably estimated in advance to cover the losses incurred by the owner by reason of failure of the contractor(s) to complete the work within the time specified.

- n. **Surety**, as used herein, shall mean the bonding company or corporate body which is bound with and for the contractor, and which engages to be responsible for the contractor and his acceptable performance of the work.
- o. **Routine written communications between the Owner and the Contractor** are any communication other than a "request for information" provided in letter, memo, or transmittal format, sent by mail, courier, electronic mail, or facsimile. Such communications cannot be identified as "request for information".
- p. **Clarification or Request for information (RFI)** is a request from the Contractor seeking an interpretation or clarification by the Designer relative to the contract documents. The RFI, which shall be labeled (RFI), shall clearly and concisely set forth the issue or item requiring clarification or interpretation and why the response is needed. The RFI must set forth the Contractor's interpretation or understanding of the contract documents, requirements in question, along with reasons for such an understanding.
- q. **Approval** means written or imprinted acknowledgement that materials, equipment or methods of construction are acceptable for use in the work.
- r. **Inspection** shall mean examination or observation of work completed or in progress to determine its compliance with contract documents.
- s. **"Equal to" or "approved equal"** shall mean materials, products, equipment, assemblies, or installation methods considered equal by the Owner in all characteristics (physical, functional, and aesthetic) to those specified in the contract documents.

ARTICLE 2 - INTENT AND EXECUTION OF DOCUMENTS

- a. 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.
- b. The wording of the specifications shall be interpreted in accordance with common usage of the language except that words having a commonly used technical or trade meaning shall be so interpreted in preference to other meanings.
- c. The contractor shall execute each copy of the proposal, contract, and performance bond as follows:
 - 1. If the documents are executed by a sole owner, that fact shall be evidenced by the word "Owner" appearing after the name of the person executing them.
 - 2. If the documents are executed by a partnership, that fact shall be evidenced by the word "Co-Partner" appearing after the name of the partner executing them.
 - 3. If the documents are executed on the part of a limited liability company, they shall be executed by a manager of the company, and the title of the individual executing the documents shall appear after his or her signature.
 - 4. If the documents are executed on the part of a corporation, they shall be executed by either the president or the vice president and attested by the secretary or assistant secretary in

either case, and the title of the office of such persons shall appear after their signatures. The seal of the corporation shall be impressed on each signature page of the documents.

5. If the documents are made by a joint venture, they shall be executed by each member of the joint venture in the above form for sole owner, partnership or corporation, whichever form is applicable to each particular member.
6. All signatures shall be properly witnessed.
7. If the contractor's license is held by a person other than an owner, partner or officer of a firm, then the licensee shall also sign and be a party to the contract. The title "Licensee" shall appear under his/her signature.
8. The bonds shall be submitted on the forms provided with these Contract Documents and shall be executed by an attorney-in-fact. There shall be attached to each copy of the bond a certified copy of power of attorney properly executed and dated.
9. Each copy of the bonds shall be countersigned by an authorized individual agent of the bonding company licensed to do business in North Carolina. The title "Licensed Resident Agent" shall appear after the signature.
10. The seal of the bonding company shall be impressed on each signature page of the bonds.
11. The contractor's signature on the performance bond shall correspond with that on the contract.

ARTICLE 3 - CLARIFICATIONS AND DETAIL DRAWINGS

- a. In such cases where the nature of the work requires clarification by the owner, such clarification shall be furnished by the owner with reasonable promptness by means of written instructions or detail drawings, or both. Clarifications and drawings shall be consistent with the intent of contract documents, and shall become a part thereof.
- b. The contractor(s) and the owner shall prepare, if deemed necessary, a schedule fixing dates upon which foreseeable clarifications will be required. The schedule will be subject to addition or change in accordance with progress of the work. The owner shall furnish drawings or clarifications in accordance with that schedule. The contractor shall not proceed with the work without such detail drawings and/or written clarifications.

ARTICLE 4 - COPIES OF DRAWINGS AND SPECIFICATIONS

The owner shall furnish free of charge to the contractor copies of plans and specifications as follows:

- a. Up to six (6) sets of drawings and specifications, plus a clean set of black line prints on white paper of all appropriate drawings, upon which the contractor shall clearly and legibly record all work-in-place that is at variance with the contract documents.
- b. Additional sets shall be furnished at cost, including mailing, to the contractor upon request by the contractor. This cost shall be stated in the bidding documents.

ARTICLE 5 - SHOP DRAWINGS, SUBMITTALS, SAMPLES, DATA

- a. Within 10 consecutive calendar days after the notice to proceed, the contractor shall submit a schedule for anticipated submission of all shop drawings, product data, samples, and similar submittals to the Owner. This schedule shall indicate the items, relevant specification

sections, other related submittal, data, and the date when these items will be furnished to the owner.

- b. The Contractor shall review, approve and submit to the Owner all Shop or Setting Drawings, Product Data, and similar submittal data required or reasonably implied by the Contract Documents. Required Submittals shall bear the Contractor's stamp of approval, any exceptions to the Contract Documents shall be noted on the submittals, and copies of all submittals shall be of sufficient quantity for the Owner to retain up to three (3) copies of each submittal for his own use plus additional copies as may be required by the Contractor. Submittals shall be presented to the Owner with reasonable promptness and time so as to cause no delay in the activities of the Owner.
- c. The Owner shall review required submittals promptly, noting desired corrections if any, and retaining three (3) copies for his use. The remaining copies of each submittal shall be returned to the Contractor not later than ten (10) days from the date of receipt by the Owner, for the Contractor's use or for corrections and resubmittal as noted by the Owner. When resubmittals are required, the submittal procedure shall be the same as for the original submittals.
- d. Approval of shop drawings by the Owner shall not be construed as relieving the Contractor from responsibility for compliance with the design or terms of the contract documents nor from responsibility of errors of any sort in the shop drawings, unless such lack of compliance or errors first have been called in writing to the attention of the Owner by the Contractor.

ARTICLE 6 - WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE

- a. The contractor shall maintain, in readable condition at the 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 designer or his authorized representative.
- b. 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.

ARTICLE 7 - OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

All drawings and specifications are instruments of service and remain the property of the owner. The use of these instruments on work other than this contract without permission of the owner is prohibited. All copies of drawings and specifications other than contract copies shall be returned to the owner upon request after completion of the work.

ARTICLE 8 - MATERIALS, EQUIPMENT, EMPLOYEES

- a. The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, 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 bidders 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; such approval or disapproval shall be made by the designer prior to the opening of bids.
- e. The contractor shall obtain written approval from the designer for the use of products, materials, equipment, assemblies or installation methods claimed as equal to those specified. Such approvals must be obtained as soon after contract awards as possible and before any materials are ordered. Applications for approvals shall be made by the contractor and not by subcontractors or material suppliers within ten (10) days following award of contract. When the submittal schedule provided under Article 5a is approved, no further substitutions will be permitted except in unusual or extenuating circumstances. If no list is submitted, the contractor shall supply materials specified.
- f. The designer is the judge of equality for proposed substitution of products, materials or equipment.
- g. If at any time during the construction and completion of the work covered by these contract documents, the conduct 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.

ARTICLE 9 - ROYALTIES, LICENSES AND PATENTS

It is the intention of the contract documents that the work covered herein will not constitute in any way infringement of any patent whatsoever unless the fact of such patent is clearly evidenced herein. The contractor shall protect and save harmless the owner against suit on account of alleged or actual infringement. The contractor shall pay all royalties and/or license fees required on account of patented articles or processes, whether the patent rights are evidenced hereinafter.

ARTICLE 10 - PERMITS, INSPECTIONS, FEES, REGULATIONS

- a. The contractor shall 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 owner in writing. See Instructions to Bidders, Paragraph 3, Bulletins and Addenda. Any necessary changes required after contract award shall be made by change order in accordance with Article 19. 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 therefrom. Additional requirements implemented after bidding will be subject to equitable negotiations.

- b. All work under this contract shall conform to the State, local and national codes as are applicable. The cost of all required inspections and permits shall be the responsibility of the contractor.

ARTICLE 11 - PROTECTION OF WORK, PROPERTY AND THE PUBLIC

- 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.
- b. The contractor shall protect all portions of the project when the work is not in progress. 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.
- d. The contractor shall protect all trees and shrubs designated to remain in the vicinity of the operations. 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 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 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.
- g. The contractor shall designate a responsible member of his organization as safety inspector, whose duties shall include accident prevention on the work project. The name of the safety inspector shall be made known to the Owner and designer at the time the work is started.
- h. 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 19(b).
- i. Operational control of the construction site created in the performance of this contract is vested with the Contractor. The Contractor is to supervise and direct all individuals on the job site, including without limitation direct employees, subcontractors, and visitors, in a manner designed to protect such individuals from death or bodily harm. Consistent with federal and state work place safety laws, the Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with the performance of the contract.

ARTICLE 12 - SEDIMENTATION POLLUTION CONTROL ACT OF 1973

- a. Any land-disturbing activity performed by the Contractor in connection with the project shall comply with all erosion control measures set forth in the contract documents and any additional measures which may be required in order to ensure that the project is in full compliance with the Sedimentation Pollution Control Act of 1973, as implemented by Title 15, North Carolina Administrative Code, Chapter 4, Sedimentation Control, Subchapters 4A, 4B and 4C, as amended (15 N.C.A.C. 4A, 4B and 4C).
- b. Upon receipt of notice that a land-disturbing activity is in violation of said act, the Contractor shall be responsible for ensuring that all steps or actions necessary to bring the project in compliance with said act are promptly taken.
- c. The Contractor shall be responsible for defending any legal actions instituted pursuant to N.C.G.S. 113A-64 against any party or persons described in this article.
- d. To the fullest extent permitted by law, the contractor(s) shall indemnify and hold harmless the owner, its elected officials, the designer and the agents, consultants and employees of the owner and designer, from and against all claims, damages, civil penalties, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance of work or failure of performance of work, provided that any such claim, damage, civil penalty, loss or expense is attributable to a violation of the Sedimentation Pollution Control Act. Such obligation shall not be construed to negate, abridge or otherwise reduced any other right or obligation of indemnity which would otherwise exist as to any party or persons described in this article.
- e. Contractor shall be responsible for conforming to the requirements of the approved sedimentation control plan, the rules and regulations of the Erosion Control Laws of the State of North Carolina, specifically the Sedimentation Pollution Control Act of 1973 (G.S. 113A) as amended, and the local jurisdiction where the project is located as it relates to land disturbing activities undertaken by Contractor. Contractor shall be responsible to and reimburse Owner for any fines/costs imposed on Owner as a result of Contractor's failure to comply with the above as it is further described in the Erosion Control Section of the Specifications.
- f. Should the Contractor cause the Owner to receive a Notice of Violation from a governmental agency, Contractor shall pay costs associated with Notice of Violation within ten (10) days of receipt of written notification. Costs shall include, but not be limited to:
 1. Fines imposed on the Owner by the agency.
 2. Required legal newspaper publications concerning violation.
 3. Required mailings to customers concerning notification of violation.
 4. Administrative and engineering costs associated with resolving the Notice of Violation.
- g. Notice of Violation may include, but not be limited to, the following problems:
 1. Sewage spill.
 2. Inadequate erosion control measures.
 3. Equipment failure during the warranty period.

ARTICLE 13 - INSPECTION OF THE WORK

- a. It is a condition of this contract that the work shall be subject to inspection during normal working hours by the designer, designated official representatives of the owner, and those persons required by state law to test special work for official approval. The contractor shall therefore provide safe access to the work at all times for such inspections.
- b. All instructions to the contractor will be made by or through the owner, the designer, or a designated project representative. Observations made by official representatives of the owner may be conveyed directly to the contractor or to the designer for review and coordination prior to issuance to the contractor.
- c. Inspectors employed by the Town shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Town inspectors are not authorized to revoke, alter, or waive any provision of the Contract Documents. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as supervisors for the Contractor. The Town's inspectors have no supervisory authority over individuals within the construction site(s) where the work is performed.

Inspectors employed by the Town are authorized to notify the Contractor or his/her representatives of any failure of the work or materials to conform to the requirements of the Contract Documents and to reject such nonconforming work and/or materials until the issue(s) in controversy can be referred to the designer for his/her decision.

- d. Where special inspection or testing is required by virtue of any state laws, instructions of the designer, specifications or codes, the contractor shall give adequate notice to the owner of the time set for such inspection or test, if the inspection or test will be conducted by a party other than the owner. Such special tests or inspections will be made in the presence of the owner, designer, or an authorized representative, and it shall be the contractor's responsibility to serve ample notice of such tests.
- e. All laboratory tests shall be paid by the owner unless provided otherwise in the contract documents.
- f. Should any work be covered up or concealed prior to inspection and approval by the owner or designer, such work shall be uncovered or exposed for inspection, if so requested by the designer in writing. Inspection of the work will be made promptly upon notice from the contractor. All cost involved in uncovering, repairing, replacing, recovering and restoring to design condition, the work that has been covered or concealed will be paid by the contractor involved.
- g. If any other portion of the work has been covered which the owner or designer has not specifically requested to observe prior to being covered, the designer may request to see such work and it shall be uncovered by the contractor. If such work is found in accordance with the contract documents, the cost of uncovering and replacement shall, by appropriate change order, be charged to the owner. If such work is found not in accordance with the contract documents, the contractor shall pay such costs unless it is found that this condition was caused by the owner, in which event the owner shall be responsible for the payment of such costs.

ARTICLE 14 - CONSTRUCTION SUPERVISION AND SCHEDULE

- a. Throughout the progress of the work, the contractor shall keep at the job site, a competent superintendent or supervisory staff satisfactory to the Owner. The superintendent shall not be changed without the consent of the Owner unless said superintendent ceases to be employed by the contractor or ceases to be competent. The superintendent shall have authority to act on behalf of the contractor, and instructions, directions or notices given to him shall be as binding

as if given to the contractor. However, directions, instructions, and notices shall be confirmed in writing.

- b. The contractor shall examine and study the drawings and specifications and fully understand the project design, and shall provide constant and efficient supervision to the work. Should he discover any discrepancies of any sort in the drawings or specifications, he shall report them to the designer without delay. He will not be held responsible for discrepancies in the drawings and/or specifications, but shall be held responsible to report them should they become known to him.
- c. The contractor is required to attend monthly job site progress conferences as called by the Owner. The contractor shall be represented at these job progress conferences by both home office and project personnel. These representatives shall have authority to act on behalf of the contractor. These meetings shall be open to subcontractors, material suppliers and any others who can contribute toward maintaining required job progress. It shall be the principal purpose of these meetings, or conferences, to effect coordination, cooperation and assistance in every practical way toward the end of maintaining progress of the project on schedule and to complete the project within the specified contract time. The contractor shall be prepared to assess progress of the work as required in his particular contract and to recommend remedial measures for correction of progress as may be appropriate. The project expeditor or his authorized representative shall be the coordinator of the conferences and shall preside as chairman.
- d. The contractor(s) shall, employ an engineer or a land surveyor licensed in the State of North Carolina to lay out the work and to establish a bench mark nearby in a location where same will not be disturbed and where direct instruments sights may be taken.
- e. **Early Completion of Project:** The Contractor may attempt to complete the project prior to the Contract Completion Date. However, such planned early completion shall be for the Contractor's convenience only and shall not create any additional rights of the Contractor or obligations of the Owner under this Contract, nor shall it change the Time for Completion or the Contract Completion Date. The Contractor shall not be required to pay liquidated damages to the Owner because of its failure to complete by its planned earlier date. Likewise, the Owner shall not pay the Contractor any additional compensation for early completion nor will the Owner owe the Contractor any compensation should the Owner, its officers, employees, or agents cause the Contractor not to complete earlier than the date required by the Contract Documents.
- f. The proposed project construction schedule shall be presented to the project expeditor by the contractor no later than twenty (20) days after written notice to proceed. No application for payment will be processed until this schedule is accepted by the owner.

ARTICLE 15 - SEPARATE CONTRACTS AND CONTRACTOR RELATIONSHIPS

- a. All contractors shall cooperate with each other in the execution of their work, and shall plan their work in such manner as to avoid conflicting schedules or delay of the work. See Article 14, Construction Supervision.
- b. If any part of contractor's work depends upon the work of another contractor, defects which may affect that work shall be reported to the owner in order that prompt inspection may be made and the defects corrected. Commencement of work by a contractor where such condition exists will constitute acceptance of the other contractor's work as being satisfactory in all

respects to receive the work commenced, except as to defects which may later develop. The owner shall be the judge as to the quality of work and shall settle all disputes on the matter between contractors.

- c. The designer and the owner shall have access to the work whenever it is in preparation and progress during normal working hours. The contractor shall provide facilities for such access so the owner and designer may perform their functions under the contract documents.
- d. Should a contractor cause damage to the work or property of another contractor, he shall be directly responsible, and upon notice, shall promptly settle the claim or otherwise resolve the dispute.

ARTICLE 16 - SUBCONTRACTS AND SUBCONTRACTORS

- a. Within ten (10) days after award of the contract, the contractor shall submit to the designer and to the Owner a list giving the names and addresses of subcontractors and equipment and material suppliers he proposes to use, together with the scope of their respective parts of the work. Should any subcontractor be disapproved by the designer, the designer shall submit his reasons for disapproval in writing to the Owner for its consideration with a copy to the contractor. If the Owner concurs with the designer's recommendation, the contractor shall submit a substitute for approval. The designer shall act promptly in the approval of subcontractors, and when approval of the list is given, no changes of subcontractors will be permitted except for cause or reason considered justifiable by the designer.
- b. The designer will furnish to any subcontractor, upon request, evidence regarding amounts of money paid to the contractor on account of the subcontractor's work.
- c. 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.
- d. The Contractor shall not award work valued at more than fifty (50%) percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.

ARTICLE 17 - CONTRACTOR AND 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, and that payments to subcontractors shall be made in accordance with the provisions of G.S. 143-134.1 titled Interest on final payments due to prime contractors: payments to subcontractors.

- a. On all public construction contracts which are let by a board or governing body of the state government or any political subdivision thereof, except contracts let by the Department of Transportation pursuant to G.S. 136-28.1, the balance due prime contractors shall be paid in full within 45 days after respective prime contracts of the project have been accepted by the owner, certified by the architect, engineer or designer to be completed in accordance with terms of the plans and specifications, or occupied by the owner and used for the purpose for which the project was constructed, whichever occurs first. Provided, however, that whenever the architect or consulting engineer in charge of the project determines that delay in completion of the project in accordance with terms of the plans and specifications is the fault of the contractor, the project may be occupied and used for the purposes for which it was

constructed without payment of any interest on amounts withheld past the 45 day limit. No payment shall be delayed because of the failure of another prime contractor on such project to complete his contract. Should final payment to any prime contractor beyond the date such contracts have been certified to be completed by the designer or architect, accepted by the owner, or occupied by the owner and used for the purposes for which the project was constructed, be delayed by more than 45 days, said prime contractor shall be paid interest, beginning on the 46th day, at the rate of one percent (1%) per month or fraction thereof unless a lower rate is agreed upon on such unpaid balance as may be due. In addition to the above final payment provisions, periodic payments due a prime contractor during construction shall be paid in accordance with the payment provisions of the contract documents or said prime contractor shall be paid interest on any such unpaid amount at the rate stipulated above for delayed final payments. Such interest shall begin on the date the payment is due and continue until the date on which payment is made. Such due date may be established by the terms of the contract. Funds for payment of such interest on state-owned projects shall be obtained from the current budget of the owning department, institution or agency. Where a conditional acceptance of a contract exists, and where the owner is retaining a reasonable sum pending correction of such conditions, interest on such reasonable sum shall not apply.

- b. Within seven days of receipt by the prime contractor of each periodic or final payment, the prime contractor shall pay the subcontractor based on work completed or service provided under the subcontract. Should any periodic or final payment to the subcontractor be delayed by more than seven days after receipt of periodic or final payment by the prime contractor, the prime contractor shall pay the subcontractor interest, beginning on the eighth day, at the rate of one percent (1%) per month or fraction thereof on such unpaid balance as may be due.
- c. The percentage of retainage on payments made by the prime contractor to the subcontractor shall not exceed the percentage of retainage on payments made by the owner to the prime contractor. Any percentage of retainage on payments made by the prime contractor to the subcontractor that exceeds the percentage of retainage on payments made by the owner to the prime contractor shall be subject to interest to be paid by the prime contractor to the subcontractor at the rate of one percent (1%) per month or fraction thereof.
- d. Nothing in this section shall prevent the prime contractor at the time of application and certification to the owner from withholding application and certification to the owner for payment to the subcontractor for unsatisfactory job progress; defective construction not remedied; disputed work; third-party claims filed or reasonable evidence that claim will be filed; failure of subcontractor to make timely payments for labor, equipment and materials; damage to prime contractor or another subcontractor; reasonable evidence that subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed the initial percentage retained by owner.

ARTICLE 18 - DESIGNER'S STATUS

- a. The designer shall provide general administration of the performance of construction contracts, including liaison and necessary inspection of the work to ensure compliance with plans and specifications. He is the agent of the owner only for the purpose of constructing this work and to the extent stipulated in the contract documents. He has authority to stop work or to order work removed, or to order corrections of faulty work where such action may be necessary to assure successful completion of the work.
- b. The designer is the impartial interpreter of the contract documents, and, as such, he shall exercise his powers under the contract to enforce faithful performance by both the owner and the contractor, taking sides with neither.

- c. Should the designer cease to be employed on the work for any reason whatsoever, then the owner shall employ a competent replacement who shall assume the status of the former designer.
- d. The designer will make periodic inspections of the project at intervals appropriate to the stage of construction. He will inspect the progress, the quality and the quantity of the work.
- e. The designer and the owner shall have access to the work whenever it is in preparation and progress during normal working hours. The contractor shall provide facilities for such access so the owner and designer may perform their functions under the contract documents.
- f. Based on the designer's inspections and evaluations of the project, the designer shall issue interpretations, directives and decisions as may be necessary to administer the project. His decisions relating to technical matters shall be final, provided such decisions are within the limitations of the contract.

ARTICLE 19 - CHANGES IN THE WORK

- 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 OR WRITTEN FIELD ORDER FROM THE DESIGNER AND COUNTERSIGNED BY THE OWNER AUTHORIZING SUCH CHANGE. NO CLAIM FOR ADJUSTMENTS OF THE CONTRACT PRICE SHALL BE VALID UNLESS THIS PROCEDURE IS FOLLOWED.**

A FIELD ORDER, TRANSMITTED BY FAX OR HAND DELIVERED, MAY BE USED WHERE THE CHANGE INVOLVED IMPACTS THE CRITICAL PATH OF THE WORK. A FORMAL CHANGE ORDER SHALL BE ISSUED WITHIN THE TIME STATED ON THE FIELD ORDER.

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 may be required, 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, 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 c2 herein. If neither party elects to proceed under c2, 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 not exceed twenty percent (20%) of **net cost** except where the change involves a subcontractor, allowance shall not exceed fifteen percent (15%) for the subcontractor, and ten percent (10%) for the prime contractor. 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 project;
 - 2. The actual costs of labor expended 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 forty percent (40%) 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 project;
 - 5. The actual costs of premiums for bonds, insurance, permit fees, and sales or use taxes related to the project.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 BREAKDOWN SHOWING METHOD OF ARRIVING AT NET COST AS DEFINED ABOVE.

- g. In all change orders, the procedure will be for the designer to request proposals for the change order work in writing. The contractor will provide such proposal and supporting data in suitable format. The designer shall verify correctness. Within ten (10) days after receipt of the contractor's proposal, 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 approval. Upon approval the copies are returned to the designer for distribution to the owner(s), contractor(s) and the surety. In case of emergency or extenuating circumstances, approval of changes may be obtained verbally by telephone or field orders approved by all parties, then shall be substantiated in writing as outlined under normal procedure.
- h. 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."

- i. 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.
- j. If, during the progress of the work, the owner requests a change order and the contractor's terms are unacceptable, the owner, with the concurrence of the designer, may require the contractor to perform such work on a time and material basis in accordance with paragraph "b" 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.

ARTICLE 20 - CLAIMS FOR EXTRA COST

- a. Should the contractor consider that as a result of any instructions given in any form by the designer, he is entitled to extra cost above that stated in the contract, he shall give written notice thereof to the designer within seven (7) days without delay, and shall not proceed with the work affected until further advised, except in emergency involving the safety of life or property, which condition is covered in Article 19(b) and Article 11(h). No claims for extra compensation will be considered unless the claim is so made. The designer shall render a written decision within seven (7) days of receipt of claim.
- b. **THE CONTRACTOR SHALL NOT ACT ON INSTRUCTIONS RECEIVED BY HIM FROM PERSONS OTHER THAN THE OWNER OR DESIGNER, AND ANY CLAIMS FOR EXTRA COMPENSATION OR EXTENSION OF TIME ON ACCOUNT OF SUCH INSTRUCTION WILL NOT BE HONORED.** The owner and designer will not be responsible for misunderstandings claimed by the contractor of verbal instructions which have not been confirmed in writing, and in no case shall instructions be interpreted as permitting a departure from the contract documents unless such instruction is confirmed in writing and supported by a properly authorized change order.
- c. Should a claim for extra compensation by the contractor be denied by the designer or owner, and cannot be resolved, the contractor may request a mediation in connection with GS 143-128(f1) in the dispute resolution rules adopted by the State Building Commission.

ARTICLE 21 - MINOR CHANGES IN THE WORK

The Owner will have the authority to order minor changes in the work not involving an adjustment in the contract sum or time for completion, and not inconsistent with the intent of the contract documents. Such changes shall be effected by written order and shall be binding on the owner and the contractor.

ARTICLE 22 - UNCORRECTED FAULTY WORK

Should the correction of faulty or damaged work be considered inadvisable or inexpedient by the owner and the designer, the owner shall be reimbursed by the contractor. A change order will be issued to reflect a reduction in the contract sum.

ARTICLE 23 - TIME OF COMPLETION, DELAYS, EXTENSION OF TIME

- a. The time of completion is stated in the Form of Construction Contract.

- b. The contractors shall commence work to be performed under this agreement on a date to be specified in a written Notice to Proceed from the designer and shall fully complete all work hereunder within the time of completion stated. For each day in excess of the above number of days, the contractor(s) shall pay the owner the sum stated as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the owner by reason of failure of said contractor(s) to complete the work within the time specified, such time being in the essence of this contract and a material consideration thereof.
- c. If the contractor is delayed at any time in the progress of his work by any act or negligence of the owner or the designer, or by any employee of either; by any separate contractor employed by the owner; by changes ordered in the work; by labor disputes at the project site; by abnormal weather conditions not reasonably anticipated for the locality where the work is performed; by unavoidable casualties; by any causes beyond the contractor's control; or by any other causes which the designer and owner determine may justify the delay, then the contract time may be extended by change order for the time which the designer and owner may determine is reasonable.

Time extensions will not be granted for rain, wind, snow or other natural phenomena of **normal intensity** for the locality where work is performed. For purpose of determining extent of delay attributable to unusual weather phenomena, a determination shall be made by comparing the weather for the contract period involved with the average of the preceding five (5) year climatic range during the same time interval based on the National Oceanic and Atmospheric Administration National Weather Service statistics for the locality where work is performed and on daily weather logs kept on the job site by the contractor reflecting the effect of the weather on progress of the work and initialed by the designer's representative. Time extensions for weather delays do not entitle the contractor to "extended overhead" recovery.

- d. Request for extension of time shall be made in writing within ten (10) days following cause of delay. In case of continuing cause for delay, the Contractor shall notify the Owner of the delay within 10 days of the beginning of the delay and only one claim is necessary.
- e. The contractor shall notify his surety in writing of extension of time granted.
- f. No claim shall be allowed on account of failure of the Owner to furnish drawings or instructions until ten (10) days after demand for such drawings and/or instructions. See Article 5c.

ARTICLE 24 - PARTIAL UTILIZATION/BENEFICIAL OCCUPANCY

- a. The owner may desire to occupy or utilize all or a portion of the project when the work is substantially complete.
- b. Prior to the final payment, the owner, through the designer if applicable, may request that the Contractor permit him to use a specified part of the project which he believes he may use without significant interference with construction of the other parts of the project. If the contractor(s) agree, the designer will schedule a beneficial occupancy inspection, after which the designer may issue a certificate of substantial completion. The certificate shall include the following documentation:
 - 1. Date of substantial completion.
 - 2. A tentative list of items to be completed or corrected before final payment.
 - 3. Establishing responsibility between contractor and owner for maintenance and insurance.

4. Establishing the date for guarantees and warranties under terms of the contract.
- c. The owner shall have the right to exclude the contractor from any part of the project which the designer has so certified to be substantially complete, but the owner will allow the contractor reasonable access to complete or correct work to bring it into compliance with the contract.
- d. Occupancy by the owner under this article will in no way relieve the contractor from his contractual requirement to complete the project within the specified time. The contractor will not be relieved of liquidated damages because of beneficial occupancy. The designer may prorate liquidated damages based on the percentage of project occupied.

ARTICLE 25 - FINAL INSPECTION, ACCEPTANCE, AND PROJECT CLOSEOUT

- a. Upon notification from the contractor(s) that the project is complete and ready for inspection, the designer shall make a preliminary final inspection to verify that the project is complete and ready for final inspection. Prior to final inspection, the contractor(s) shall complete all items requiring corrective measures noted at the preliminary inspection. The designer shall schedule a final inspection at a time and date acceptable to the owner and contractor(s).
- b. At the final inspection, the designer shall, if job conditions warrant, record a list of items that are found to be incomplete or not in accordance with the contract documents. At the conclusion of the final inspection, the designer and Owner shall make the following determinations:
 1. That the project is completed and accepted.
 2. That the project is accepted subject to the list of discrepancies (punch list). All punch list items must be completed within thirty (30) days of acceptance or the owner may invoke Article 28, Owner's Right to Do Work.
 3. That the project is not complete and another date for a final inspection will be established.
- c. Within fourteen (14) days of acceptance per Paragraph b1 or within fourteen (14) days after completion of punch list per Paragraph b2 above, the designer shall certify the work and issue applicable certificate(s) of compliance.
- d. Any discrepancies listed or discovered after the date of final inspection and acceptance under Paragraphs b1 or b2 above shall be handled in accordance with Article 42.
- e. The date of acceptance will establish the following:
 1. The beginning of guarantees and warranties period.
 2. The date on which the contractor's insurance coverage for public liability, property damage and builder's risk may be terminated.
 3. That no liquidated damages (if applicable) shall be assessed after this date.
 4. The termination date of utility cost to the contractor.

ARTICLE 26 - CORRECTION OF WORK BEFORE FINAL PAYMENT

- a. Any work, materials, fabricated items or other parts of the work which have been condemned or declared not in accordance with the contract by the designer shall be promptly removed from the work site by the contractor, and shall be immediately replaced by new work in

accordance with the contract at no additional cost to the owner. Work or property of other contractors or the owner, damaged or destroyed by virtue of such faulty work, shall be made good at the expense of the contractor whose work is faulty.

- b. Correction of condemned work described above shall commence within twenty-four (24) hours after receipt of notice from the designer, and shall make satisfactory progress until completed.
- c. Should the contractor fail to proceed with the required corrections, then the owner may complete the work in accordance with the provisions of Article 28.

ARTICLE 27 - CORRECTION OF WORK AFTER FINAL PAYMENT

See Article 35, Performance Bond and Payment Bond, and Article 42, Guarantee. Neither the final certificate, final payment, occupancy of the premises by the owner, nor any provision of the contract, nor any other act or instrument of the owner, nor the designer, shall relieve the contractor from responsibility for negligence, or faulty material or workmanship, or failure to comply with the drawings and specifications. He shall correct or make good any defects due thereto and repair any damage resulting therefrom, which may appear during the guarantee period following final acceptance of the work except as stated otherwise under Article 42, Guarantee. The owner will report any defects as they may appear to the contractor and establish a time limit for completion of corrections by the contractor. The owner will be the judge as to the responsibility for correction of defects.

ARTICLE 28 - OWNER'S RIGHT TO DO WORK

If, during the progress of the work or during the period of guarantee, the contractor fails to execute the work properly or to perform any provision of the contract, the owner, after fifteen (15) 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.

ARTICLE 29 - 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 above 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 of such delay, neglect or default, specifying the same, and if the contractor within a period of fifteen (15) 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 surety shall fail to take over the work to be done under this contract within fifteen (15) 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. 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 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 shall be liable and shall pay to the owner the amount of said excess.

ARTICLE 30 - CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT

- a. Should the work be stopped by order of a court having jurisdiction, or by order of any other public authority for a period of three months, due to cause beyond the fault or control of the contractor, or if the owner should fail or refuse to make payment on account of a certificate issued by the designer within thirty (30) days after receipt of same, then the contractor, after fifteen (15) days' written notice sent by certified mail, return receipt requested, to the owner and the designer, may suspend operations on the work or terminate the contract.
- b. The owner shall be liable to the contractor for the cost of all materials delivered and work performed on this contract plus 20 percent overhead and profit and shall make such payment.

ARTICLE 31 - REQUEST FOR PAYMENT

Not later than the fifth day of the month, the contractor shall submit to the Owner a request for payment for work done during the previous month. The request shall be in the form agreed upon between the contractor and the Owner, but shall show substantially the value of work done and materials delivered to the site during the period since the last payment, and shall sum up the financial status of the contract with the following information:

1. Total of contract including change orders.
 2. Value of work completed to date.
 3. Less five percent (5%) retainage, provided however, that after fifty percent (50%) of the contractor's work has been satisfactorily completed on schedule, with approval of the owner and written consent of the surety, further requirements for retainage will be waived only so long as work continues to be completed satisfactorily and on schedule.
 4. Less previous payments.
 5. Current amount due.
- b. The contractor, upon request of the designer, shall substantiate the request with invoices of vouchers or payrolls or other evidence.
 - c. Prior to submitting the first request, the contractor shall prepare for the designer a schedule showing a breakdown of the contract price into values of the various parts of the work, so arranged as to facilitate payments to subcontractors in accordance with Article 17, Contractor and Subcontractor Relationships. The contractor(s) shall list the value of each subcontractor and supplier, identifying each minority business subcontractor and supplier as listed in Affidavit C, if applicable.

- d. When payment is made on account of stored materials and equipment, such materials must be stored on the owner's property, and the requests for payments shall be accompanied by invoices or bills of sale or other evidence to establish the owner's title to such materials and equipment. Responsibility for such stored materials and equipment shall remain with the contractor regardless of ownership title. Such stored materials and equipment shall not be removed from the owner's property. Should the space for storage on-site be limited, the contractor, at his option, shall be permitted to store such materials and/or equipment in a suitable space off-site. Should the contractor desire to include any such materials or equipment in his application for payment, they must be stored in the name of the owner in a commercial warehouse approved by the designer and the owner and located as close to the site as possible. The warehouse selected must be approved by the contractor's bonding and insurance companies; the material to be paid for shall be assigned to the owner and shall be inspected by the designer. Upon approval by the designer of the storage facilities and materials and equipment, payment therefore will be certified. Responsibility for such stored materials and equipment shall remain with the contractor. Such stored materials and equipment shall not be moved except for transportation to the project site. Under certain conditions, the designer may approve storage of materials at the point of manufacture, which conditions shall be approved by the designer and the owner prior to approval for the storage and shall include an agreement by the storing party which unconditionally gives the owner absolute right to possession of the materials at any time. Bond, security and insurance protection shall continue to be the responsibility of the contractor(s).
- e. In the event of beneficial occupancy, retainage of funds due the contractor(s) may be reduced with the approval of the owner to an equitable amount to cover the list of items to be completed or corrected. Retainage may not be reduced to less than two and one-half (2 1/2) times the estimated value of the work to be completed or corrected. Reduction of retainage must be with the consent and approval of the contractor's bonding company.

ARTICLE 32 - CERTIFICATES OF PAYMENT AND FINAL PAYMENT

- a. Within five (5) days from receipt of request for payment from the contractor, the designer shall issue and forward to the owner a certificate for payment. This certificate shall indicate the amount requested or as approved by the designer. If the certificate is not approved by the designer, he shall state in writing to the contractor and the owner his reasons for withholding payment.
- b. No certificate issued or payment made shall constitute an acceptance of the work or any part thereof. The making and acceptance of final payment shall constitute a waiver of all claims by the owner except:
 - 1. Claims arising from unsettled liens or claims against the contractor.
 - 2. Faulty work or materials appearing after final payment.
 - 3. Failure of the contractor to perform the work in accordance with drawings and specifications, such failure appearing after payment.
 - 4. As conditioned in the performance bond and payment bond.
- c. The making and acceptance of final payment shall constitute a waiver of all claims by the contractor except those claims previously made and remaining unsettled (Article 20(c)).
- d. Prior to submitting request for final payment to the designer for approval, the contractor shall fully comply with all requirements specified in the "project closeout" section of the specifications. These requirements include but not limited to the following:

1. Submittal of Product and Operating Manuals, Warranties and Bonds, Guarantees, Maintenance Agreements, As-Built Drawings, Certificates of Inspection or Approval from agencies having jurisdiction. (The designer must approve the Manuals prior to delivery to the owner).
 2. Resolution of any final inspection discrepancies.
- e. The contractor shall forward to the designer, the final application for payment along with the following documents:
1. List of minority business subcontractors and material suppliers showing breakdown of contracts amount.
 2. Affidavit of Release of Liens.
 3. Affidavit of contractors of payment to material suppliers and subcontractors. (See Article 36).
 4. Consent of Surety to Final Payment.
 5. Certificates of state agencies required by state law.
- f. The designer will not authorize final payment until the work under contract has been certified by designer, certificates of compliance issued, and the contractor has complied with the closeout requirements. The designer shall forward the contractor's final application for payment to the owner along with respective certificate(s) of compliance required by law.

ARTICLE 33 - PAYMENTS WITHHELD

- a. The designer with the approval of the Owner may withhold payment for the following reasons:
1. Faulty work not corrected.
 2. The unpaid balance on the contract is insufficient to complete the work in the judgment of the designer.
 3. To provide for sufficient contract balance to cover liquidated damages that will be assessed.
- b. The Owner may authorize the withholding of payments for the following reasons:
1. Claims filed against the Contractor or evidence that a claim will be filed.
 2. Evidence that subcontractors have not been paid.
- c. 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.

ARTICLE 34 - RESPONSIBILITY FOR DAMAGE CLAIMS

The contractor shall forever indemnify and forever hold harmless the designer and the owner (as well as their respective past, present and future elected and appointed officials, members, officers, employees, agents, successors, assigns, heirs and representatives) for any and all

expenses (including but not limited to attorney fees), costs, causes of action, claims, demands, settlements and judgments arising out of or due or related in whole or in part to any breach of this contract, or any negligence of the contractor or any of his subcontractors of whatever tier, or the performance of this contract, or any infringement of a patent, trademark or copyright. As additional protection for the owner, any monies due the contractor pursuant to this contract may be withheld by the owner pending the resolution of, or the payment of, any such expense, cost, cause of action, claim, demand, settlement or judgment. The obligation of the contractor as set forth in this paragraph shall not be deemed to be reduced, waived or modified in any respect by any reason of insurance or bond provided by the contractor pursuant to this contract.

The insurance to be maintained by the contractor must include, but is not necessarily limited to, the insurance required by this Article. The contractor shall require each subcontractor of whatever tier to maintain and furnish him with satisfactory evidence of adequate workers' compensation, employer's liability and such other forms and amounts of insurance as the contractor deems appropriate; provided that the maintaining and furnishing of insurance by any subcontractor shall not be deemed to reduce, waive, or modify any of the obligations of the contractor as set forth in this Article.

The contractor shall secure and maintain, during the life of this contract, such Public Liability Insurance as shall protect him and all subcontractors of every tier from claims for damages for personal injury, including but not limited to accidental death, as well as from claims for property damage arising out of all operations under the contract, whether such operations be by himself or by all subcontractors or by any of them or any combination of them or by anyone directly or indirectly employed by any of them,

The contractor shall maintain at least the following insurance:

“X”, “C”, and “U” Hazards; Owner's Protective Liability; Contractor's Protective Liability; Personal Injury (all insuring agreements) deleting the employee exclusion; Broad Form Property Damage, including completed operations - to modify care, custody, or control exclusion; and Contractual Liability - required when a hold harmless agreement has been signed.

The amounts of such insurance shall be in at least the limits set forth below:

1. Workers Compensation and Employer's Liability Insurance affording (a) protection under The Worker's Compensation Act of North Carolina and (b) Employer's Liability Protection subject to a minimum of \$100,000.
2. Comprehensive General Liability Insurance including XCU coverages in an amount of not less than \$1,000,000 per occurrence. This insurance shall include contractual coverage in the amount of not less than \$1,000,000 and completed operations coverage in the amount of not less than \$1,000,000.
3. Comprehensive Auto Liability Insurance covering owned, hired and non-owned vehicles in the amount of not less than \$1,000,000 per occurrence.
4. The contractor shall be responsible for and shall maintain such insurance as will fully protect the owner from liability for damages for personal injury, including but not limited

to death, which may arise from operations under this contract. Limits of coverage required for this insurance shall be in the amount of not less than \$1,000,000 CSL, and shall be in addition to the liability limits required above.

5. In respect to the Comprehensive General Liability Insurance, the Comprehensive Auto Liability Insurance and the owner's protective liability insurance, excess coverage in an amount of not less than \$1,000,000 to include bodily injury and property damage.

All of the above policies are to name the contractor and the owner as insureds, and they shall be written through insurance carriers which are qualified to do business in North Carolina.

On or before the date on which the contractor signs the contract, the contractor shall deliver to the owner certificates of the above insurance coverage for review and approval. If the owner does not approve any certificate, a modified certificate must be submitted to and approved by the owner prior to the commencement of any work.

In the event an insurance carrier should terminate or modify any of the above insurance coverages, the contractor shall immediately contract with another insurance carrier to provide the requisite coverage and shall immediately deliver to the owner for review and approval a replacement certificate. If the owner does not approve a certificate, a modified certificate must be submitted to the owner for its consideration.

All certificates must affirmatively state without any disclaimer or limitation whatsoever that the coverages referred to therein shall not and cannot be terminated or modified until the owner has received thirty days written notice thereof.

ARTICLE 35 - PERFORMANCE BOND AND PAYMENT BOND

- a. The contractor shall furnish a performance bond and payment bond executed by a surety company authorized to do business in North Carolina. The bonds shall be in the full contract amount. Bonds shall be executed in the form bound with these Contract Documents.
- b. All bonds shall be countersigned by an authorized agent of the bonding company who is licensed to do business in North Carolina.

ARTICLE 36 - CONTRACTOR'S AFFIDAVIT

The final payment of retained amount due the contractor on account of the contract shall not become due until the contractor has furnished to the owner through the designer an affidavit signed, sworn and notarized to the effect that all payments for materials, services or subcontracted work in connection with his contract have been satisfied, and that no claims or liens exist against the contractor in connection with this contract. In the event that the contractor cannot obtain similar affidavits from subcontractors to protect the contractor and the owner from possible liens or claims against the subcontractor, the contractor shall state in his affidavit that no claims or liens exist against any subcontractor to the best of his (the contractor's) knowledge, and if any appear afterward, the contractor shall save the owner harmless.

ARTICLE 37 - ASSIGNMENTS

The contractor shall not assign any portion of this contract nor subcontract in its entirety. Except as may be required under terms of the performance bond, no funds or sums of money due or become due the contractor under the contract may be assigned.

ARTICLE 38 - USE OF PREMISES

- a. The contractor(s) shall confine his apparatus, the storage of materials and the operations of his workers to limits indicated by law, ordinances, permits or directions of the Owner and shall not exceed those established limits in his operations.
- b. The contractor(s) shall enforce the Owner's instructions regarding signs, advertisements, fires and smoking.
- c. No firearms, any type of alcoholic beverages, or drugs (other than those prescribed by a physician) will be permitted at the job site.

ARTICLE 39 - CUTTING, PATCHING AND DIGGING

- a. The contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors shown upon or reasonably implied by the drawings and specifications for the completed project, as the designer may direct.
- b. Any cost brought about by defective or ill-timed work shall be borne by the party responsible therefor.
- c. No contractor shall endanger any work of another contractor by cutting, digging or other means. No contractor shall cut or alter the work of any other contractor without the consent of the designer and the affected contractor(s).

ARTICLE 40 - UTILITIES, STRUCTURES, SIGNS

- a. The Contractor shall provide necessary and adequate facilities for water, electricity, gas, oil, sewer, and other utility services, which may be necessary and required for completion of the project.
- b. Permanent meters shall be installed and listed in the property owner's name on the day following substantial completion and acceptance of the Contractor's work, and the property owner shall pay for services used after that date.
- c. Water required for construction and pipe line testing may be obtained directly from the Town of Jamestown Water System at no charge to the Contractor.

ARTICLE 41 - CLEANING UP

- a. The contractor shall keep the surrounding area reasonably free from rubbish at all times, and shall remove debris from the site on a timely basis or when directed to do so by the designer.

ARTICLE 42 - GUARANTEE

- a. 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 date of final acceptance of the work or beneficial occupancy and shall replace such defective materials or workmanship without cost to the owner.
- b. 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.

- c. 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.

ARTICLE 43 - CODES AND STANDARDS

Wherever reference is given to codes, standard specifications or other data published by regulating agencies including, but not limited to, national electrical codes, North Carolina state building codes, federal specifications, ASTM specifications, various institute specifications, etc., it shall be understood that such reference is to the latest edition including addenda published prior to the date of the contract documents.

ARTICLE 44 - INDEMNIFICATION

The Contractor agrees to protect, defend, indemnify, and hold the Town of Jamestown and its elected and appointed officials, officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc. at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

ARTICLE 45 - TAXES

- a. North Carolina sales and use tax, as required by law, do apply to materials entering into the work and such costs shall be included in the bid proposal and contract sum.
- b. Local option sales and use taxes, as required by law, do apply to materials entering into the work as applicable and such costs shall be included in the bid proposal and contract sum.
- c. Accounting Procedures for Refund of Sales and Use Tax

Contractors are required to pay North Carolina sales and/or use taxes and county sales taxes where applicable on all equipment and materials incorporated into the project. Pursuant to Section 105-164.14(c) of the North Carolina General Statutes, the Town of Jamestown is qualified to receive a rebate of the amount of such sales/use taxes as are paid on materials and/or equipment incorporated into the project.

Contractors are required to submit a statement on the form bound with these contract documents showing the invoice number, the invoice date, the vendor's name, the amount of the invoice, and the amount of the sales and/or use taxes paid on each invoice for each and every item of material or equipment incorporated into the project. The contractor is required to submit the tax statement as of June 30 of each year and at the end of the project, properly executed before a notary and delivered with an original and one (1) copy.

Contractors shall maintain invoices subject to audit for not less than two (2) years from the date of the submission of the SALES TAX CERTIFICATE.

ARTICLE 46 - 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.

ARTICLE 47 - EMPLOYMENT OF THE HANDICAPPED

The contractor(s) agree not to discriminate against any employee or applicant for employment because of physical or mental handicap 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 handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

ARTICLE 48 - RESERVED

ARTICLE 49 - MINORITY BUSINESS PARTICIPATION

In compliance with North Carolina General Statute 143-128.2, the Town of Jamestown has established a ten percent (10%) goal for participation by minority businesses in total value of work for this project. The procedures mandated by the Town of Jamestown as part of its minority business outreach program are included with the Proposal Form and are incorporated by reference as if copied fully herein.

ARTICLE 50 - DISPUTE RESOLUTION

Disputes shall be resolved in accordance with the dispute resolution process adopted by The State Building Commission pursuant to Section 143-128(f1) and Section 143-135.26 (11) of the North Carolina General Statutes. The rules for this process may be found in Title I of the North Carolina Administrative Code in Subchapter H of Chapter 30.

ARTICLE 51 - TOWN OF JAMESTOWN STANDARDS

All materials shall conform to the standards of the Town of Jamestown. If there is a conflict with these specifications, the standards of the Town will prevail.

ARTICLE 52 – SCHEDULING WORK

The Town of Jamestown requires that all work be performed during normal business hours for Town of Jamestown Public Services Department staff. Thus, all work should be scheduled between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday. Work should not be scheduled on weekends or holidays observed by the Town of Jamestown.

Other entities involved or affected by the project, such as NCDOT, NCDENR, local schools, care facilities, employers, etc., may require that work schedules be coordinated with their hours of operation. Furthermore, those entities may require that certain functions, such as pavement cuts or service disruptions, be limited to certain hours of the day due to increased traffic or need for services. Any such time limitations should be addressed by the project expeditor at the

preconstruction conference or a scheduled meeting with the project superintendent or supervisory staff.

If certain elements of the project require work to be performed at times other than normally scheduled hours, such work activities shall be coordinated and approved by the project expeditor or his appointed designee.

SALES TAX CERTIFICATE

Date: _____

We hereby certify that on the _____

Project for the Town of Jamestown, that Sales Tax and/or Use Tax on accounts in the amount listed below and as itemized was paid by us:

Invoice Number	Invoice Date	Vendor's Name	Total Invoice Amount	State Sales Tax Amount	County Tax Amount	Name of County
		TOTALS	\$	\$	\$	
			Total Invoices	Total State Tax	Total County Tax	

Contractor: _____ Signature: _____

Print Name: _____ Title: _____

Address: _____

Federal I.D. #: _____

Sworn to and subscribed to before me this _____ day of _____, 2023.

By: _____
Notary Public (SEAL)

My Commission Expires: _____

TECHNICAL SPECIFICATIONS, MEASUREMENT AND PAYMENT
2022 – 2023 Resurfacing Contract

General Provisions:

The contractor shall offer in the proposal unit prices for the performance of the required work and extend the prices offered using the quantity listed to obtain a bid price.

Payment for all work shown on the plans and specified herein shall be included in the items listed in the proposal, whether specifically stated or not.

In general, the terms of payment will be as stated in the General Conditions upon submission of invoice for completed work that is submitted in accordance with the following items:

Section 1 - Overruns and Underruns of Contract Quantities:

Section 104-5 entitled "Overruns and Underruns of Contract Quantities" of the Standard Specifications For Roads and Structures for the North Carolina Department of Transportation, July 2012 edition, shall not apply to this contract.

Section 2 - Preconstruction Conference:

Immediately after receipt of notice of award, the Engineer and the Contractor shall establish a mutually agreeable date on which the preconstruction conference will be held. The Contractor's project superintendent and other individuals representing the Contractor who are knowledgeable of the Contractor's plans for completing the work and proposed progress schedule shall attend the preconstruction conference.

Section 3 - Disposal of Waste and Debris:

The work covered by this section consists of the disposal of waste and debris in accordance with the requirements of these specifications. Waste will be considered to be all excavated materials which are not utilized in the construction of the project, including overburden from borrow sources and soil type base course sources. Debris will be considered to be all undesirable material encountered on the project.

Waste and debris shall be disposed of in areas that are outside of the right-of-way and provided by the Contractor, unless otherwise provided for by the plans or special provisions or unless disposal within the right-of-way is permitted by the Engineer.

Materials placed in nonpermitted disposal areas will be limited to clean soil, rock, concrete, brick, other inert materials, and bituminous asphalt when placed at least 4 feet above the water table. Mixtures of soil and vegetation which are primarily soil may also be placed in nonpermitted disposal areas. All other debris shall be placed in sites which have been permitted by the Solid Waste Management Division of the North Carolina Department of Environment, Health and Natural Resources unless otherwise permitted by the Engineer.

On sites other than permitted public waste or disposal areas, the Contractor shall maintain the earth surfaces of all waste areas, both during the work and after the completion of all seeding and mulching or

other erosion control measures specified, and until final acceptance of the project in a manner that will effectively control erosion and siltation.

The following requirements shall also be applicable to all waste or disposal areas other than active public waste or disposal sites which have been permitted by the Solid Waste Management Division of the North Carolina Department of Environment, Health and Natural Resources:

- A. The Contractor and Property Owner shall jointly submit a Development, Use, and Reclamation Plan for each waste or disposal area that he proposes to utilize. The plan shall address the following:
 1. Drainage:
The waste or disposal area shall be shaped to drain such that no water will collect or stand and a functioning drainage system shall be provided.
 2. Slopes:
Rock and earth waste shall be shaped to contours which are compatible to and blend with the adjacent topography. All rock shall be covered with a minimum six-inch (6") layer of earth material either from project waste or from borrow. As an exception, side slopes constructed of all rock material will not require earth covering.
 3. Construction Debris:
Construction debris and all broken pavement and masonry shall be covered with a minimum six inch (6") thick layer of earth waste material from the project or borrow. The completed waste area shall be shaped as required above for disposal of earth or rock waste.
 4. Erosion Control:
The plan shall address temporary and permanent measures that the Contractor intends to employ during use of the site and as a part of the reclamation. Unless considered impractical due to special circumstances, the Contractor's plan shall provide for the use of staged permanent seeding and mulching and appropriate fertilizer top dressing on a continual basis during site use and the immediate total reclamation of the site when site is no longer needed.
- B. Where the Engineer has granted permission to dispose of waste and debris within the right-of-way, the Engineer will have the authority to establish whatever additional requirements may be necessary to ensure the satisfactory appearance of the completed project.

Where the Contractor elects to dispose of waste or debris in active public waste or disposal sites, he shall provide evidence satisfactory to the Engineer that the proposed area or site has been permitted by the Solid Waste Management Division of the North Carolina Department of Environment and Natural Resources.

Disposal of waste and debris will not be allowed in any area under the Corps of Engineer's regulatory jurisdiction until the Contractor has obtained a permit for such disposal from the Corps' District Engineer having jurisdiction and has furnished a copy of this permit to the Resident Engineer.

Except as otherwise provided above, no direct payment will be made for the work covered by this section. Payment at the contract prices for the various items in the contract will be full compensation for all work covered by this section including, but not limited to, furnishing any waste areas; providing and implementing a Development, Use, and Reclamation Plan;

any right of access to waste areas; disposing of waste and debris; dressing and shaping of waste areas; furnishing and spreading earth material over debris; rock, broken pavement, and masonry; seeding and mulching and establishing erosion control measures for waste or disposal areas; clearing and grubbing of waste areas; hauling waste and debris to waste areas or permitted landfills; and any tipping fees required for disposal in permitted landfills.

Section 4 - Sequence of Work:

The Contractor may perform the work on each street in the sequence that best fits his needs unless otherwise specified herein.

Section 5 - Standard Specifications:

The 2012 edition of the Standard Specifications for Roads and Structures for the North Carolina Department of Transportation shall apply to this contract unless otherwise specified herein.

Section 6 - Definition of Terms:

Whenever the following terms are used in the Standard Specifications for Roads and Structures for the North Carolina Department of Transportation, July 2012 edition, in any of the contract documents, or in the drawings, the intended meaning of such terms shall be as follows:

- “State” or “Commission” shall be replaced by “Town of Jamestown”.
- “North Carolina Department of Transportation” shall be replaced by “Town of Jamestown”.
- "Engineer" or "Resident Engineer" shall be replaced by the word "Engineer", in which context it shall mean the duly authorized engineer, assistant, or representative acting within the scope of the duties assigned to him or of the authority given him by the Town Manager.
- "Sampling and testing by Commission" shall be replaced by the words "Sampling and testing by the Town or its authorized testing agent".
- “inspection by Commission" shall be replaced by "Inspection by Town or its duly authorized representative".

Section 7 - Scope:

A. Street Resurfacing

The Contractor's attention is directed to the fact that this section of this contract consists of general resurfacing of various designate streets located within the Town of Jamestown. The work of resurfacing shall consist of, but is not necessarily limited to the following:

1. Placing asphalt plant mix.
2. Milling at various depths and locations.
3. Replacing damaged curb and gutter.
4. Adjusting manholes and valve boxes.
5. Replacing damaged manhole ring-covers and valve boxes.
6. Pavement repair.
7. Permanent pavement markings (thermoplastic)

Project List

STREET RESURFACING PAVING LIST 2022 - 2023

1. Amy Court
2. Brantmere Court
3. Burrows Road
4. Byrnwood Drive
5. Farriers Lane (patch at intersection with Jamestown Oaks Drive)
6. Jamestown Oaks Drive (patches from Oakdale Road to Farriers Lane)
7. Judges Court (patch)
8. Kory Place from Winrow Drive to cul-de-sac
9. Langholm Court
10. Mendenhall Road from Guilford Road to Potter Drive
11. Pearce Drive from Kory Place to cul-de-sac near Langholm Court
12. Ragsdale Road from Mendenhall Road to Gannaway Street
13. Winrow Drive from Amy Court to Mangerton Trail

Section 8 - Asphalt Surface Treatment:

The Contractor and/or Bidder's attention is directed to the fact that the asphalt surface treatment for this contract shall conform to the specification of Section 600 entitled "Asphalt Surface Treatment" of the Standard Specifications for Roads and Structures for the North Carolina Department of Transportation, January 2018 edition and the following:

- A. #78M aggregate shall be used at an aggregate target rate of 9 LBS per SY, with a tolerance rate of +/- 2.0 lbs per sy.
- B. The emulsion target rate shall be 0.33 GALS per SY of Grade CRS-2L or CRS-2P emulsion with a tolerance rate of 0.05+/- gallons per sy. The application temperature shall be 160 – 170 degrees Fahrenheit.

Asphalt Surface Treatment for this project shall be per NCDOT Section 660 Specifications.

Payment will be made under:

Bituminous (Asphalt) Surface treatment (BST).....S.Y.

Section 9 - Milling Asphalt Pavement:

- A. Description:
The work covered by this section consists of milling asphalt pavement at the locations, depths, widths, and typical sections as indicated in the enclosed document or as directed by the Engineer. The work includes removing, transporting, and disposing of the milled material: and cleaning the milled pavement surface. The milled material, unless otherwise required, shall become the property of the Contractor. The Contractor shall dispose of all materials that have been milled in areas provided by the Contractor, which are outside the right- of-way of each project.
- B. Equipment:
The equipment shall meet the requirements of Section 607 of the Standard Specifications for Roads and Structures for the North Carolina Department of Transportation, July 2012 edition.
- C. Construction Requirements:
Street Resurfacing

1. Profile Milling:

Under this contract all milling that is zero inches to three inches (0-3”), in depth will be classified as profile milling. The Contractor shall mill the existing pavement in a manner, which will restore the pavement surface to a uniform longitudinal profile, cross section, and depth as directed by the Engineer. The milling equipment shall be operated in such a manner as to prevent damage to the underlying pavement structure, utilities, drainage facilities, curb and gutter, paved surfaces outside the milled area, and any other appurtenances. The milled pavement surface shall be reasonably smooth and free of excessive scarification marks, gouges, ridges, continuous grooves, or other damage as determined by the Engineer. Any leveling or patching required as a result of negligence by the Contractor shall be repaired with hot asphalt plant mix at no cost to the Town and in a manner acceptable to the Engineer. The Contractor shall coordinate the adjustment of manholes and valve boxes with the milling operation. The milled pavement surfaces shall be thoroughly cleaned of all loose aggregate particles, dust, and other objectionable material by the use of power brooms, power blowers, power vacuums, or other means. Disposal or wasting of oversize pieces of pavement or loose aggregate material will not be permitted within the right-of-way.

The pavement removal operations shall be conducted to effectively minimize the amount of dust being emitted. The operation shall be planned and conducted so that it is safe for persons and property adjacent to the work including the traveling public.

2. Incidental Milling:

Under this contract all milling that is six inches (4 - 6”), in depth, will be classified as incidental milling. Incidental milling will be used for pavement surface repairs or the milling of irregular areas. The Contractor's attention is directed to the fact that the drum head for incidental milling shall be no wider than forty-eight (48”) inches. If the Contractor elects to use a drum head larger than forty-eight (48”) inches, the areas beyond the forty-eight (48”) inches that are beyond the scope of work, will not be measured or paid for by the Town including the asphalt necessary to restore the pavement.

D. Method of Measurement:

The quantity of milling asphalt pavement to be paid for will be the actual number of square yards of pavement surface, which has been milled in accordance with the requirements of this section. In measuring this quantity, the length will be the actual length milled, measured along the pavement surface. The width will be the actual width, as directed by the Engineer, measured along the pavement surface.

E. Basis of Payment:

1. Profile Milling:

The quantity of profile milling asphalt pavement, measured as provided in Section 9-C-1, will be paid for at the contract unit price per square yard at the various depths.

The above price and payments will be full compensation for all work covered by this section, including but not limited to milling and remilling the pavement, cleaning the milled surface, loading, hauling, and the disposal of any excess milled material. These items are listed on the plans as Profile Milling, Full Width Milling, or Milling.

2. Incidental Milling:

The quantity of incidental milling of asphalt pavement, measured as provided in Section 9-C-2, will be paid, for at the contract unit price per square yard up to six inches (6”) in depth.

The above price and payment will be full compensation for all work covered by this section, including but not limited to milling and remilling the pavement, cleaning the

milled surface, loading, hauling, and disposal of any excess milled material. These items are indicated on the plans as Full Depth Patch or Base Repair.

- F. Payment will be made under:
 - 1. Profile Milling:
 - A. Milling Asphalt Pavement Three Inches (0-3").....Square Yard
 - 2. Incidental Milling:
 - A. Milling Asphalt Pavement Six Inches (4-6").....Square Yard

Note: The Contractor’s attention is directed to the fact that the Town of Jamestown would like 100 tons of millings. The Contractor shall deliver the 100 tons of millings to the Town of Jamestown Public Services facility access road located at 5005 Harvey Road (see sheet 1 of plans). The millings shall be uniformly placed in the drying bed. Any excess of the millings, up to the 100 tons, shall be removed by the contractor.

There will be no direct payment for the work of providing and delivering of the 100 tons of millings. Payment at the contact unit and/or lump sum price for the various items in the contract will be full compensation for the work of providing and delivering the 100 tons of millings.

Section 10 - Adjustment of Existing Manholes and Valve Boxes:

- A. Description:

The work under this section consists of vertical adjustment of existing manholes and valve boxes to the final paved surface.

- B. Materials:

The materials used in the adjustment of manholes and valve boxes shall conform to all applicable parts of Article 858-2 of the Standard Specifications for Roads and Structures for the North Carolina Department of Transportation, July 2012 Edition.

- C. Construction Requirement:
 - 1. Manholes and valve boxes shall be adjusted to conform to the longitudinally and transversely to the final paved surface so that a smooth riding surface will result.
 - 2. The adjustment shall be made by the use of long straight edge or in a manner that the Engineer deems best.
 - 3. Manhole(s) and/or valve boxes not adjusted to form a smooth riding surface as determined by the Engineer shall be re-adjusted at no cost to the Town.
 - 4. In high traffic volume areas and when directed by the Engineer the Contractor shall adjustment the manhole(s) and valve boxes using an approved Rapid Set Grout, or Concrete that will take fill set and become load bearing within sixty (60) minutes of placement.
 - 5. The concrete collar for manhole(s) and valve boxes shall conform to the details shown on drawing numbers 502.0 and 237.0, respectively, by the Town of Jamestown.
 - 6. The Contractor shall replace worn/damaged manhole rings and covers and worn/damaged valve box frames and covers, as directed by the Engineer, with a new ring/frame and cover assembly.
 - 7. The Contractor shall lower all manhole(s) and valve boxes on streets that will be milled more than 1-1/2 inches.

8. In areas open to traffic, construct a temporary ramp of asphalt plant mix around structures, which have been adjusted. Construct the ramp to extend a minimum of three (3) feet from the structures within one calendar day after completing the adjustment. Construct the ramp using any type of asphalt surface course plant mix meeting the requirements of any job mix formula issued by the Division of Highway for a Department project for NCDOT. Compact to an approved density.
9. The Contractor shall resurface each street(s) within seven (7) days after raising the structures.
10. In the event that no adjustment is required to a manhole or valve box, a bond breaker such as sand, paper, asphalt release agent, or other approved material shall be used over the top of the manhole or valve box. The work or applying the material and subsequent cleaning of the manhole top or valve box top shall be incidental to paving operations and no additional compensation will be made.

D. Method of Measurement:

1. The quantity of adjusting manholes and/or valve boxes to be paid for will be the actual number per each that has been adjusted and accepted by the Engineer.
2. Where a manhole and/or valve box is adjusted more than once due to milling operations, such adjustments will be counted as one (1) adjustment.
3. The quantity of replacing worn/damaged manhole rings and covers and worn/damaged valve box frames and covers to be paid for will be the actual number per each that has been installed and accepted by the Engineer.

E. Basis of Payment:

1. The quantity of vertical adjustment existing manholes and valve boxes, measured as provided in Section 10-D- 1, will be paid for at the contract unit price per each. The Town may elect to provide new castings at certain locations, which will be paid for as an adjustment only (not as a new or replaced manhole ring and cover or valve box). The Town would retain the old casting in this instance.
2. The quantity of installing new manhole rings and covers and valve boxes, measured as provided in Section 10-D-3, will be paid for at the contract unit price per each for materials cost only. The Contractor, in addition to materials cost, will be paid for an adjustment as described in Section 10-D-1.

Such prices and payments will be full compensation for all work covered by this section, including but not necessarily limited to furnishing manpower, equipment, materials, excavation, backing filling, compacting, traffic control, adjusting manholes and/or valve boxes and any other incidentals work necessary to completed the required work.

Payment will be made under:

Adjust Existing Manhole.....Each
 Adjust Existing Valve Box.....Each

Section 11 - Fuel Price Adjustment:

Article number 109-8 entitled "Fuel Price Adjustment" of the Standard Specifications For Roads And Structures of the North Carolina Department of Transportation, July 2012 edition, shall be deleted from this contract.

Section 12 - Base Repair / Full Depth Patching Existing Pavement For Six Inch Milling:

- A. Description:
The work covered by this section consists of patching existing asphalt pavement, at various locations, that have been milled four to six (4-6”) inches in depth. These items are designated on the plans as Pavement Patch, Full Depth Patch, or Base Repair.
- B. Construction Method:
1. The limits of each individual area to be patched will be marked or designed by the Engineer.
 2. The Contractor shall remove all loose asphalt, stone base or any other loose material to the satisfaction of the Engineer.
 3. The Engineer shall check the stability of the milled area before the placement of the asphalt patch.
 4. The removed asphalt, stone base, and any other loose material shall be disposed of in waste areas provided by the Contractor.
 5. The vertical edge of the asphalt pavement shall be coated with a tack coat from the top to bottom prior to placing any bituminous concrete in the milled area. The materials and application of the tack coat shall comply with all applicable requirements of Section 605 of the Standard Specifications for Roads and Structures for the North Carolina Department of Transportation, July 2012 edition.
 6. The Contractor shall place and compact asphalt concrete to the full depth of the milled area by using asphalt concrete intermediate course, Type I 19.0C. The materials, placement and compaction shall comply with all applicable requirements of Section 610 of the Standard Specifications for Roads and Structures for the North Carolina Department of Transportation, July 2012 edition.
 7. The asphalt shall be placed in lift thicknesses meeting NCDOT specifications.
 8. No asphalt concrete surface course will be required.
 9. At the end of each workday the milled areas shall be patched and compacted with asphalt concrete intermediate course.
- C. Method of Measurement:
The quantity of patching existing pavement for four to six inch milling to be paid for will be the actual number of tons of asphalt concrete intermediate course, including asphalt binder, which has been used to make completed and accepted repairs. The asphalt concrete intermediate course will be measured by being weighed in trucks on certified platform scales or other certified weighing devices.
- D. Basis of Payment:
The quantity of patching existing pavement for six inch milling, measured as provided in Section 12-C of these specifications, will be paid for at the contract unit price “per ton”. The above price and payments will be full compensation for all work covered by this section, including but not necessarily limited to removal and disposal of waste; furnishing and applying tack coat; furnishing, placing, and compacting of asphalt plant mix; furnishing of asphalt binder for the plant mix, and furnishing scales. Any provisions included in the contract in the form of project special provisions or in any other form, which provide for adjustments in compensation due to variations in the price of asphalt binder, will not be applicable to payment for the work covered by this section.

Payment will be made under:

Asphalt Concrete Intermediate Course, Type I 19.0C.....Ton

Section 13 - Traffic Control:

The Contractor shall maintain traffic in accordance with the manual on Uniform Traffic Control Device (MUTCD) and the North Carolina Department of Transportation Construction and Maintenance Operation Supplemental to the MUTCD unless a more workable plan is agreed to by the Engineer.

- A. The Contractor shall provide, erect, maintain and the removal of all signs that are necessary to maintain traffic within the construction limits including but not necessarily limited to the following:
 - 1. Construction ahead signs.
 - 2. One lane road ahead signs.
 - 3. Road closed signs
 - 4. Detour signs.
 - 5. Unmarked pavement signs.

In addition to the above, the Contractor shall provide and erect at least twenty-four (24) hours in advance "No Parking" signs on Class I barricades along both sides of any road where parking will inhibit the Contractor's paving operation.

- B. Method of Measurement: None
- C. Basis of Payment:
No direct payment will be made for traffic control as the traffic control for this contract will be considered incidental to the other items in the contract.

Section 14 - OMIT:

Section 15 - Asphalt Concrete Plant Mix Pavement:

The Contractor and/or Bidder's attention is directed to the fact that the asphalt surface course for this contract shall be Type S 9.5C. The asphalt intermediate base course for this contract shall be Type I 19.0C. The asphalt concrete surface and intermediate course shall conform to the requirements of Section 610 entitled "Asphalt Concrete Plant Mix Pavement" of the Standard Specifications for Roads and Structures for the North Carolina Department of Transportation, January 2018 edition.

The Asphalt Concrete Surface Course, Type S 9.5C is to be applied in areas indicated on the plans at locations designated as: Overlay, Patch, or Pavement Patch. It is also used to top Base Repairs and Full Depth Patches.

The Asphalt Concrete Intermediate Course, Type I 19.0C is to be applied in areas indicated on the plans at locations designated as: Base Repair or Full Depth Patch.

Payment will be made under:

Asphalt Concrete Surface Course, Type S 9.5C.....Ton

Asphalt Concrete Intermediate Course, Type I 19.0C.....Ton

Section 16 - OMIT:

Section 17 - Mobilization:

The Contractor and/or Bidder's attention is directed to the fact that the mobilization for this contract shall conform to the requirements of Section 800 of the Standard Specifications for Roads and Structures for the North Carolina Department of Transportation, July 2012 edition.

Payment will be made under Mobilization as a Lump Sum item.

Section 18 - OMIT:

Section 19 – Town of Jamestown Standards:

All materials and methods shall conform to the standards of the Town of Jamestown. If there is a conflict with these specifications and the Town of Jamestown Technical Standards Manual, the Town of Jamestown Technical Standards Manual shall prevail.

Section 20 - OMIT