

PROPOSAL FOR

FB # 21282
Cedar Trail
City Project # 201526

**Grading, Drainage, Paving, Curb & Gutter
and Sidewalk**

Bids Will Be Opened
Tuesday
May 25, 2021
1:00 PM

IN
THE OFFICE OF THE CITY/COUNTY
PURCHASING DEPARTMENT
ROOM 16, CITY HALL BUILDING
101 NORTH MAIN STREET
WINSTON-SALEM, NORTH CAROLINA 27101



Winston-Salem



INSTRUCTIONS TO BIDDERS

1. DEFINITION OF TERMS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms used herein:

- A. The term “Owner” means the City of Winston-Salem or the City/County Utility Commission, whichever is applicable to the Contract.
- B. The term “Contract” means the executed agreement between the Owner and the successful bidder, all documents contained herein, and all other documents required by the Owner and/or law to execute said agreement.
- C. The term “Contractor” means the individual or entity with whom Owner has entered into the Agreement.
- D. The term “Engineer” means any person authorized to act on behalf of the Owner.

2. STANDARD SPECIFICATIONS

It is necessary from time to time to revise otherwise standard specifications. Therefore, it is to the interest of each and every bidder to carefully read the documents herein contained before submitting prices.

The most current editions of The North Carolina Department of Transportation Standard Specifications for Roads and Structures and The North Carolina Department of Transportation Roadway Standard Drawings will govern unless otherwise specified herein. Where appropriate to the contract, any references to the “State” or “Department” or “Board” or “Board of Transportation” shall be replaced by the “City of Winston-Salem”. Any references to the “Engineer” or “Resident Engineer” shall mean any person authorized to act on behalf of the Owner. Additionally, where appropriate to the contract, where any North Carolina Department of Transportation forms are required to be completed as part of this project, any references to “State” or “Department” or “Board” or “Board of Transportation” shall be replaced by the “City of Winston-Salem”, and any references to the “Engineer” or “Resident Engineer” shall mean any person authorized to act on behalf of the Owner. The NCDOT files can be viewed online at the following two websites:

<https://connect.ncdot.gov/resources/Specifications/StandSpecLibrary/2018%20Standard%20Specifications%20for%20Roads%20and%20Structures.pdf>

<https://connect.ncdot.gov/resources/Specifications/Pages/2018-Roadway-Standard-Drawings.aspx>

The most current edition of The City of Winston-Salem Technical Specifications and Detail Drawings for Water Line and Sanitary Sewer Line Construction will govern all water and sanitary sewer construction and will replace Division 15 (Utility Construction) of the above-mentioned roadway specifications and drawings. The City’s files can be viewed online at:

<https://www.cityofws.org/DocumentCenter/View/14637/Water-and-Sanitary-Sewer-Technical-Specifications-2020-For-all-projects-permitted-after-July-1-2020-PDF>

The following bidding requirements, conditions, award and execution of contract provisions shall replace The North Carolina Department of Transportation Standard Specifications for Roads and Structures Sections 102 and 103 unless specific reference is made otherwise.

3. BIDDER'S QUALIFICATIONS

For projects exceeding \$30,000, consideration will be given only to Contractors who submit evidence that they are properly licensed as required by Chapter 87 of the North Carolina Licensed General Statutes to bid and perform the work described herein as the general contractor and must have proper licenses under the state laws governing their respective trades at the time of bid opening. In addition, the Owner may make such other investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish the Owner all such information and data for this purpose as the Owner may request.

The Owner reserves the right to consider as unqualified to do the work of General Construction any Bidder who does not habitually perform with his own forces a minimum of ten percent (10%) of the work involved in construction of the improvements embraced in this contract.

4. INTERPRETATION OF QUANTITIES IN PROPOSAL

The quantities appearing in the Proposal are approximations only and are to be used solely for the comparison of bids. Payment to the Contractor will be made in accordance with the contract.

When revisions in the plans are made by the Engineer that affect the quantities shown for lump sum items, adjustment in compensation may be made under the provisions of The North Carolina Department of Transportation Standard Specifications for Roads and Structures Articles 104-3 or 104-7.

5. EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT AND SITE OF WORK

The Contractor shall comply with The North Carolina Department of Transportation Standard Specifications for Roads and Structures Article 102-6.

6. INTERPRETATION AND ADDENDA

No oral interpretation will be made to any bidder as to the meaning of the contract documents or any part thereof. Every request for such an interpretation shall be made in writing to the Engineer. Any inquiry received seven days (7) days or more prior to the date fixed for opening of bids will be given consideration. Every interpretation made to a bidder will be in the form of Addendum to the Contract Documents and, when issued, will be on file in the office of the Engineer, City/County Purchasing Department and the office of the City's Project Engineer at least five days (5) before the bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents, but it shall be the bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract, and all bidders shall be bound by such Addenda, whether or not received by the bidders.

7. UNBALANCED BIDS

The Contractor shall not submit a bid containing any unbalanced bid prices. Any unit or lump sum bid price that does not reflect reasonable actual costs that the Contractor anticipates for the performance of the item(s) in question along with a reasonable proportional share of the Contractor's anticipated profit, overhead cost, and other indirect costs is an unbalanced bid price. Any bid containing unbalanced bid prices may be considered non-responsive and may be rejected. In the event the City determines it is in the best public interest to accept such irregular bid, it may award the contract based on such bid subject to Subarticle 109-4(C).

8. PREPARATION AND SUBMISSION OF BIDS

Please read all instructions carefully before preparing and submitting your bid.

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

- A. The itemized proposal form furnished with the proposal shall be used and shall not be altered in any manner. **FOR STATE AND FEDERALLY FUNDED PROJECTS, DO NOT SEPARATE ANY FORMS FROM THE PROPOSAL!**
- B. All entries on the itemized proposal form shall be written in ink.
- C. The total amount bid shall be written in the proper place on the itemized proposal form.
- D. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use "White Out" or similar product to make corrections.
- E. The bid shall be properly executed. All bids shall show the following information:
 1. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 2. Name of individual or representative submitting bid and position or title.
 3. Name, signature, and position or title of witness.
 4. Federal Identification Number
 5. Contractor's License Number (if available)
- F. Bids submitted by corporations shall bear the seal of the corporation.
- G. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
- H. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

9. COLLUSIVE AGREEMENTS

Each bidder submitting a bid to the Owner for any portion of work contemplated by the documents on which bidding is based shall execute and attach thereto an affidavit, substantially in the forms provided herein, to the effect that he has not entered into a collusive agreement with any other person, firm or corporation in regard to any bid submitted. Before executing any subcontract agreement, the successful bidder shall submit the names of any proposed subcontractors for prior approval and an affidavit substantially in the form provided herein.

10. BID GUARANTEE – REQUIRED

- A. Each proposal shall be accompanied by a cash deposit, a cashier's check or a certified check on some bank or trust company insured by the Federal Deposit Insurance Corporation in an amount not less than five percent (5%) of the proposal; or in lieu thereof, a bidder may offer a bid bond executed by a corporate surety licensed under the laws of North Carolina to execute such bond; conditioned that the surety will upon demand forth with make payment to the obligee upon said bond if the bidder fails to execute the contract in accordance with the bid bond, and upon failure to forthwith make payment, the surety shall pay to the obligee an amount equal to the amount of said bond. The deposit shall be retained if the successful bidder fails to execute the contract within ten days (10) after notice of award or fails to give satisfactory surety required herein. **Bid Guaranties should be sealed in a separate envelope, marked as such, and attached to the**

envelope containing the bidder's proposal. Checks are to be made payable to the City of Winston-Salem. Facsimile bid bonds will not be accepted.

- B. A refund of any cash deposits, made by unsuccessful bidders, will be issued as soon as the bids have been awarded by the City of Winston-Salem, City/County Utility Commission and/or any concurring entities when applicable.

11. TIME FOR RECEIVING BIDS

Bids received prior to the advertised hour of opening will be securely kept, sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid thereafter will be considered.

12. ITEMS REQUIRED TO BE EXECUTED WITH THE BID (Formal Contracts)

Failure to properly execute the following with the bid will be considered a non-responsive bid and the bid will not be considered:

- _____ The required bid guarantee (preferably sealed in a separate envelope, marked as such, and attached to the envelope containing the bidder's proposal)
- _____ Bid Authorization page with notarized signature
- _____ Non-Collusion Affidavit of Prime Bidder
- _____ Identification of Minority Business Participation (M/WBE)
- _____ Subcontractor/Supplier Utilization Form
- _____ Affidavit "A", Listing of Good Faith Efforts (MWBE only)
- _____ Affidavit "B" Intent to Perform Contract with Own Workforce (M/WBE only and when applicable)

NOTE: the Contractor may be asked elsewhere in this proposal to submit additional forms or information specific to this project with their bid. If such is requested by the City or its consultant, **failure to submit such as noted will be construed as non-responsive and the bid will not be considered.** Therefore, please review the entire proposal carefully.

13. RECEIPT AND OPENING OF BIDS

Each Bid must be submitted in an opaque sealed envelope, plainly marked on the outside, addressed and delivered per the bid advertisement. If forwarded by mail, the sealed envelope containing the Bid should be enclosed in another envelope addressed to:

City / County Purchasing Department
101 North Main Street, Suite 324
Winston-Salem, North Carolina 27101

Please label envelope-containing Bid as follows:

Upper left hand corner

Bidder's Name

NC General Contractor's License No.

Bidder's Address

Classification

Expiration Date

Lower left hand corner

Specific project name

Bid opening date and time of opening

Bids received prior to the advertised hour of opening will be securely kept sealed. The agent whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter

will be considered. Mailed Bids will be treated in every respect as though filed in person and will be subject to the same requirements.

It is the Bidders responsibility to assure that the bid is received by the required deadline. If mail or delivery by other means is delayed beyond the date and hour set for the receipt of the bid, the proposals that are late will not be considered.

Bids received after the advertised hour of opening will be returned to the Bidder unopened. At the time and place fixed for the opening of Bids, the Owner will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present in person or by representative.

14. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening. Bids may also be withdrawn after the public opening if an unintentional, substantial error is made by the contractor, and it can be proven that the error was arithmetic or an omission as opposed to judgment. The request to withdraw a bid must be made in writing to the Owner's representative within seventy-two hours (72) after the opening of bids. **Any bidder considering a withdrawal should acquaint himself with the provisions of North Carolina General Statute 143-129.1.**

15. MINIMUM NUMBER OF BIDS (FORMAL CONTRACTS ONLY)

North Carolina General Statute 143-129 and 143-132 prohibits the awarding of a formal contract unless at least three (3) competitive bids are received from reputable and qualified contractors. Therefore, if fewer than three (3) such bids are received, they will not be opened but returned to the contractors; and the project may be re advertised.

Formal contract thresholds are as follows:

City funded projects: \$300,000.00

State and Federal funded project: \$500,000.00

16. ALTERNATIVE BIDS

No alternative bids will be considered unless alternative bids are specifically requested.

17. CORRECTION OF BID ERRORS

Correction of bid errors shall be per The North Carolina Department of Transportation Standard Specifications for Roads and Structures Article 103-2.

18. AWARD OF CONTRACT; REJECTION OF BIDS

A. The Owner reserves the right to hold bids for a period of sixty (60) days, unless specified otherwise in the advertisement for bids, after the bid opening before awarding the Contract for the purpose of reviewing the bids and investigating the qualifications of the Bidders.

B. The Owner intends to award a contract to the lowest responsive, responsible bidder, complying with the conditions of the bidding documents. The apparent winning bidder will be notified of these intentions at the earliest possible date. The Owner, however, may at its sole discretion reject any or all bids submitted and to waive any informality in the bidding procedures. The Owner reserves the right to award a contract that is in the best interest of the City.

C. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

19. BID PROTEST PROCEDURE

Any party which is a prospective bidder, Offeror, or contractor that may be aggrieved by the solicitation must submit a written protest within five (5) calendar days prior to the opening of the Request for Bid, Request for Proposal.

Any party which is an actual bidder, Offeror, or contractor that may be aggrieved by the award of a contract, must submit a written protest within five (5) calendar days of City transmitting via fax or email the announcement of intent to award.

The protest must be addressed to the Purchasing Director, City of Winston-Salem, PO Box 2511, Winston-Salem, NC 27102 and must include all the following information:

1. Name, address, telephone number, facsimile number and e-mail of the protester.
2. Signature of the protester or authorized agent.
3. The bid name and number.
4. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
5. Any supporting exhibits, evidence, or documents to substantiate any claims.
6. All information establishing that the protester is an interested party for the purpose of filing a protest.
7. The form of relief requested

After careful consideration of all relevant information, and consultation with the City Attorney, the Purchasing Director shall make a written decision.

A decision of the Purchasing Director may be appealed to the City Manager or appropriate Governing Board, depending on the type of bid. An appeal must be in writing and be delivered to the City Manager, 101 North Main Street, Winston-Salem, N.C. 27102, within seven (7) calendar days of the date of the Purchasing Director faxed or emailed decision.

Any and all costs incurred by a protesting party in connection with a protest shall be the sole responsibility of the protesting party.

20. EXECUTION OF AGREEMENT

The successful Bidder will be required to execute a Construction Contract herein included by reference within ten days (10) days after award and presentation of contract documents. The successful bidder(s) shall execute and deliver to the Owner in such number of copies as the Owner may require. The failure of the successful bidder to execute such agreement within ten (10) days after award, or within such extended period as the Owner may grant, shall constitute a default; and the Owner may either award the contract to the next lowest responsible bidder or re advertise for bids. If the successful bidder fails to execute the contract the Owner shall retain the bid guarantee as outlined in these instructions.

21. PERFORMANCE AND PAYMENT BOND - REQUIRED FOR AWARDS OVER \$90,000.

- A. Having satisfied all conditions of the award set forth elsewhere in these documents, the successful bidder(s) shall furnish, within ten (10) days after award, the following:
1. A Performance Bond in the amount of one hundred percent (100%) of the Construction Contract amount, conditioned upon the faithful performance of the Contract in accordance with the plans, specifications and conditions of the Contract. Such bond shall be solely for the protection of the contracting body which awarded the Contract.
 2. A Payment Bond in the amount of one hundred percent (100%) of the Construction Contract amount, conditioned upon the prompt payment for all labor or materials for which a Contractor or Subcontractor is liable. The Payment Bond shall be solely for the protection of the persons furnishing materials or performing labor for which a Contractor or Subcontractor is liable.

- B. Such bond shall be in the same form as that indicated in the contract documents and shall bear the same date subsequent to that of the agreement. The current Power of Attorney for the person who signs for any surety shall be attached to such bond. This bond shall be signed by a guarantee or surety company licensed to do business in the State of North Carolina **and the agent MUST be a North Carolina resident.**

The failure of the successful bidder to supply the required bonds within ten (10) days after award, or within such extended period as the Owner may grant, shall constitute a default; and the Owner may either award the contract to the next lowest responsible bidder or re advertise for bids. If the successful bidder fails to provide satisfactory surety, the Owner shall retain the bid guarantee as outlined in these instructions.

22. INSURANCE REQUIREMENTS

The successful bidder will be required to show proof of insurance as outlined **in the General Insurance Requirements below. The City of Winston-Salem or the City/County Utility Commission must be named as additional insured.** Work shall not begin until this provision has been satisfied and a Purchase Order issued.

In addition to the aforementioned insurance requirements, for projects with State and Federal funding, the Contractor shall comply with Article 107-15 of the The North Carolina Department of Transportation Standard Specifications for Roads and Structures including the dollar limits set forth.

23. MWBE PROGRAM

Compliance with the City of Winston-Salem's and/or City/County Utility Commission's Minority and Women Business Enterprise program is required on this contract. Please refer to the Special Instructions to Bidders section contained in the Proposal.

24. MATERIALS

The name of a certain brand, make, manufacturer or definite specification is to denote the quality standard of the article desired and not to restrict competitive bidding. It is set forth and conveyed to prospective bidders the general style, type, character and quality of the article desired. Bidders, however, may submit to the Engineer evidence that proposed substitutions are fully up to standards specified and obtain his approval before placing orders.

25. CONTRACT ADDITIONS

The Owner, with approval of the Contractor, reserves the right to add additional projects that involve work of a similar nature to be performed under this Contract, thereby increasing the estimated quantities of work as shown in the Item Section of the Proposal. Payment for said additional work will be based on unit prices submitted under said Item Section. Before starting work, the Contractor will be required to furnish a 100% Performance Bond and a 100% Payment Bond covering each addition to the Contract and bear all expense in connection with such bond. The maximum total increase in cost of the additional work will not exceed 100% of the cost of the original bid amount as based on the estimated quantities in the Item Section of the Proposal. Any and all additions to this Contract will be subject to all of the terms and conditions of this Contract including but not limited to the MBE and WBE goals contained herein or as otherwise agreed upon after consideration of the work involved.

26. ERRORS, OMISSIONS, AND DEVIATIONS

The Contractor is responsible for all errors, omissions, and deviations from the Contract requirements.

27. WAGES AND SALARIES

(Federal Labor Standards Provisions)

This information will only be provided when a wage determination has been requested. (i.e., when Davis Bacon Act governs the work to be performed)

28. OSHA COMPLIANCE PLAN/POLICY

Contractor hereby acknowledges that it has reviewed and agrees to abide by the City's "Safety and Environmental Requirements for Contractors" located on the City's website www.cityofws.org and whose specific address is: <https://www.cityofws.org/DocumentCenter/View/2090/Safety-and-Environmental-Requirements-for-Contractors-PDF>

Contractor will be required to submit a copy of the company's current written OSHA Compliance Plan/policy within 48 hours of request. No field work shall take place until the plan has been submitted and reviewed by the City Safety Officer.

29. FAMILIARITY WITH LAWS

It is assumed that the bidders are familiar with local, state and federal laws, rules, ordinances, and regulations that may in any manner affect those engaged or employed in the work, or the materials or equipment used in or upon the work, or in any way effect the conduct of the work. No plea for misunderstanding or ignorance on the part of the contractor will in any way serve to modify the provisions of the contract.

It is the expectation of the City that the Contractor will comply, and the Contractor agrees to comply, with all applicable federal immigration laws in its hiring and contracting practices relating to services covered by this contract involving City funds.

The Contractor agrees that in carrying out the contract he will comply with all applicable, federal, state and local laws, specifically including, without limitations, the Occupational Safety and Health Act of 1970 and Section 1324A, The Immigration Reform and Control Act.

30. OUTSTANDING DEBT OR OBLIGATION FOR NON FEDERALY FUNDED PROJECTS

The Contractor acknowledges that the City reserves the right to make no payment to the Contractor, so long as there is an outstanding debt or obligation due the City. The Contractor hereby agrees that any debt it owes the City may be collected prior to award of any new contract or may be offset against any payments otherwise due the Contractor under this Agreement. If the Contractor assigns any monies due or to become due under this Agreement, such assignment will be subject to all set-offs in favor of the City.

31. PROJECT EXPEDITER-MULTI PRIME ONLY

Pursuant to North Carolina General Statute the Owner will assign the responsibility of expediting the work and preparation of the project schedule to the General Contractor. In executing this responsibility the expediter may recommend to the Engineer whether payment to a contractor should be approved. In preparing the project schedule, the expediter shall allow all prime contractors and their subcontractors equal input into the preparation of the initial schedule including all updates.

32. TAXES

FEDERAL:

The City of Winston-Salem and Forsyth County are exempt from and will not pay Federal Excise or Transportation taxes.

STATE:

Applicable North Carolina Sales and Use Taxes shall not be shown on bids but shall be added to invoices as a separate item.

33. NORTH CAROLINA SALES TAX

The Owner may apply for a refund of all sales and/or use taxes paid in North Carolina by the Contractor on purchases of items which are annexed to, affixed to, or in some manner become a part of any building or structure being erected, altered or repaired under Contract with the Owner; and these taxes shall not be included in the bid amounts or the Contract sum. The Owner may not apply for a refund of sales and/or use taxes paid in North Carolina by the Contractor on purchases of materials which do not become a part of any building or structure being erected, altered or repaired under Contract with the Owner. The Contractor shall include and pay all other taxes imposed by governmental authorities which are applicable to the work.

The Contractor will be reimbursed for applicable sales and/or use taxes he has paid in North Carolina (which the Owner may apply for a refund - see first paragraph of this section) on each monthly estimate, provided he bills them separately. Examples of items on which sales or use tax have been paid by the Contractor and for which the Contractor will not be reimbursed by the Owner are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, equipment repair parts and equipment rentals, blueprints, etc. The Contractor shall complete a "Certificate for North Carolina Sales Tax" form available at the following web address: <https://www.cityofws.org/596/Publications>

In addition, the Contractor shall attach invoices (or copies of invoices) from his vendors covering sales tax claimed. The "Certificate for North Carolina Sales Tax" form must include all sales and or use taxes paid by the Contractor and any of his Subcontractors (i.e., all sales tax eligible for reimbursement). **The Contractor shall apply for sales tax reimbursement with each monthly estimate, and within sixty (60) days of the date the item was purchased.** The Contractor willfully forfeits reimbursement if submittal is not made within allotted time. The Contractor is not eligible for any reimbursement of sales tax after final payment is made.

34. CONTRACT TIME

It is the intent of these specifications that the Contractor shall commence work on the Date of Availability specified in the Project Special Provisions and/or Proposal or as soon thereafter as practicable. The Contractor shall not begin work prior to the Date of Availability without written approval of the Engineer. If such approval is given and the Contractor does begin work prior to Date of Availability, the Owner will assume no responsibility for any delays caused prior to Date of Availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date. The Date of Availability will typically be four weeks after the Contract is awarded. This four (4) week time period allows the Contractor ten (10) days to execute and return the required documents and bonds to the Owner. This time period also allows two weeks for the Owner to issue a purchase order. The Contractor will not begin work until a purchase order is issued. If the purchase order is issued after the Date of Availability, a time extension will be granted based on the actual date on the purchase order. Should the Contractor take more than ten (10) days to return the properly completed documents and bonds, the issuance of a purchase order may be delayed. The Contractor will not be given a time extension to the Contract for failure to return the required documents and bonds to the Owner within the ten (10) day time period. The Contractor will complete the work by the completion date specified in the Project Special Provisions and/or Proposal.

35. ETHICS POLICY / CODE OF CONDUCT

The City of Winston-Salem has establish guidelines for ethical standards of conduct for City representatives and to provide guidance in determining what conduct is appropriate in particular cases. City representatives should maintain high standards of personal integrity, truthfulness, honesty, and fairness in carrying out public duties; avoid any improprieties in their roles as public servants including the appearance of impropriety; and never use their position or power for improper personal gain. In establishing an ethics policy, the City of Winston-Salem desires to protect the public against decisions that are affected by undue influence, conflicts of interest, or any other violation of these policies as well as promote and strengthen the confidence of the public in their governing body. For a complete review of the City Policy click the following link.

<https://www.cityofws.org/documentcenter/view/7039>

36. E-VERIFY

Per N.C.G.S. 143-133.3 “E-VERIFY. CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the CONTRACTOR utilizes a subcontractor, the CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.”

37. STIMULATION OF THE LOCAL ECONOMY

In an effort to stimulate the local economy, foster development and promote efficiency in the provision of city services and the completion of various city projects, the City of Winston-Salem has undertaken an initiative to strongly encourage all parties contracting with the City of Winston-Salem to evaluate their internal operations and hiring practices and, where appropriate, to initiate efforts to stimulate the local economy by hiring applicants and contractors from the Winston-Salem/Forsyth County Area and by utilizing minority and women contractors and service providers. Such efforts to stimulate the local economy may be accomplished by posting job vacancies with the North Carolina Employment Security Commission, the Piedmont Triad Regional Council of Governments, and the Winston-Salem Urban League; and utilizing the State of North Carolina Office for Historically Underutilized Business database (<https://www.ips.state.nc.us/vendor/searchvendor.aspx?t=h>) or other local resources such as the City of Winston-Salem M/WBE Program to identify Winston-Salem/Forsyth County based contractors and subcontractors. Stimulation of the local economy requires a collaborative effort of both the public and private sector. The city is committed to taking reasonable steps to achieve said goal.

38. PAYMENTS TO SUBCONTRACTORS

Chapter 2, Section 2-3 Related to Disqualification of Bidders - Based upon concerns about the non-payment of subcontractors and efforts to hold contractors accountable for paying subcontractors in a timely manner, the City’s Ordinance related to the disqualification of bidders has been amended to allow the City to remove a bidder from the bidders’ list for future city construction and repair contracts for failure to make, on more than one occasion with the same or a different subcontractor and on the same or a different City project, timely payments to subcontractors without a reasonable basis, as determined by the city, for such payment failure. The contractor has an opportunity to appeal the City Manager’s removal decision to City Council. If said decision is not appealed or an appeal is not timely filed, the decision becomes final. The period of removal shall not exceed three years. The current ordinance provides a requalification process which the contractor may pursue upon expiration of the removal period.

39. WORKFORCE DEMOGRAPHICS

The apparent lowest, responsive, responsible bidder will be asked to complete Exhibit “A” form (included in this document) and submit to the City. This exhibit, which identifies the workforce

demographics for the business location providing the product or services to the City, is for information only to reflect generally the company's efforts to achieve diversity in the workplace in compliance with the applicable equal employment opportunity laws; however, this information is not dispositive of such and may not be used as the basis for awarding or rejecting a bid contract.

45. IRAN DIVESTMENT ACT

Provider hereby certifies that it is not on the North Carolina State Treasurer's list of persons engaging in business activities in Iran, prepared pursuant to NCGS § G.S. 147-86.58, nor will Provider utilize on this agreement any subcontractor on such list. This list, along with additional information about the Iran Divestment Act, is available on the Treasurer's Office site:

<https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>

46. FINANCIAL CAPACITY and RESOURCES

In determining the lowest responsible, responsive bidder, the City will conduct an evaluation of the financial capacity, strength and resources of the contractor in an effort to ensure timely and satisfactory completion of the project and to protect the City from the risk of default by a contractor due to financial instability. The analysis will include an evaluation of specific financial indices and ratios in an effort to maximize objectivity and provide measures that are more directly comparable among contractors. Relevant information regarding judgments, liens, litigation and bankruptcy filings, which may materially affect a contractor's financial strength or position, will be examined. In addition to credit ratings and credit reports, bank and vendor references may be used to evaluate the credit worthiness of each contractor. The City may also look at other facts including but not limited to the years of experience in performing similar work/projects, timeliness in paying subcontractors and demonstration of the contractor's ability to obtain sufficient levels of liability and property damage insurance. The Contractor understands that if the City determines that the Contractor's financial capacity, strength and resources are inadequate for the project or contract upon which the Contractor has placed a bid, the City may consider and reject the Contractor/Contractor's bid as the lowest responsible responsive bidder/ bid.

47. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

Contractor hereby certifies that it is not on the North Carolina State Treasurer's list of companies engaged in a boycott of Israel in violation of NCGS 147-86.80 et. seq. and that it will not utilize on this agreement any subcontractor on said list.

48. EQUAL EMPLOYMENT OPPORTUNITY / ADA

The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, political affiliation, gender, age or disability. The contractor shall comply with all applicable laws and regulations regarding the American with Disabilities Act (www.ADA.gov) as amended from time to time and all rules and regulations promulgated thereunder and other laws and regulations pertaining to equal employment. The Contractor hereby agrees to indemnify the Owner from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of the contractor, its subcontractors, agents, successors, assigns, officers or employees to comply with the provisions of the ADA or rules and regulations promulgated thereunder. The Contractor agrees to act affirmatively in its employment and promotion practices, and in the general treatment of its employees.

49. RIGHT TO AUDIT

To confirm compliance with the terms of this Agreement, the City's MWBE program, local, state, and federal laws and regulations, the City may, at all reasonable times upon reasonable prior notice

during usual business hours, inspect, audit and examine for a period up to five (5) years after completion of the service or project detailed in this Agreement, all accounts and books of Contractor and, where necessary, make copies of the Contractor's documents necessary to determine compliance. Such right may be exercised through any agent or employee of City or by independent certified public accountants designated by the City. The Contractor shall permit the aforementioned inspection, audit and examination, and where necessary, the City to make copies of documents verifying compliance as indicated herein.

50. PUBLIC HEALTH & SAFETY

To protect public health, including the health of city employees, and to slow the rate of transmission of COVID-19, all vendors, contractors and service providers, including their employees, officers, agents and subcontractors, conducting business with the City of Winston-Salem (collectively hereinafter "City Contractors") must align their operations, employment and safety practices with the guidance and recommendations of the CDC and OSHA relating to COVID-19 and the executive orders issued by Governor Roy Cooper, until further notice. All City Contractors must implement, adhere to, and enforce measures that require, amongst other things, frequent hand washing, the use of hand sanitizer, social distancing and the wearing of contractor-provided PPE including, but not limited to, face masks and gloves, recommended by the CDC, OSHA, the State of North Carolina or the City of Winston-Salem, by all of their employees and subcontractors accessing city owned or leased property. Until further notice, all City Contractors must refrain from accessing city owned or leased property without the aforementioned PPE and must refrain from accessing city owned or leased property if exhibiting any symptoms associated with COVID-19. Failure to adhere to the requirements set forth herein may result in the removal of a City Contractor from city owned or leased property and the City's exercise of the appropriate contract suspension or termination provisions.

51. TERMINATION

Unless otherwise agreed upon in writing by the parties, this Agreement may be terminated by either party for convenience with no less than ten calendar days' notice. In the event of termination, the Contractor will be paid for all Services properly rendered to the date of termination and shall promptly discontinue all Services affected (unless a termination notice from the City directs otherwise). In the event of any termination, the Contractor will be paid for all Services properly rendered to the date of termination and shall (i) promptly discontinue all Services affected (unless a termination notice from the City directs otherwise); and (ii) deliver to the City all documents, data, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing the Services herein. Other than being paid for Services properly rendered to the date of termination, Contractor hereby waives any and all other claims for lost profits, lost opportunity, and for any and all other direct, indirect, special, and consequential damages. In the event that the City terminates this Agreement due to the Contractor's poor workmanship, failure to perform the Service set out herein or, otherwise, for breach of this Agreement, or in the event that the Contractor terminates this Agreement for convenience or otherwise, the City may pursue and recover all remedies available at law or in equity, as these remedies are cumulative and do not exclude each other.

52. PUBLIC RECORDS AND CONFIDENTIAL INFORMATION

All non-confidential information and documents provided by the Company to the City shall be treated as a public record under N.C.G.S. 132-1 et. seq. All information or documents provided by the

Company to the City and marked as “confidential” or with a similar designation under N.C.G.S. 132-1.2 will be treated by the City as confidential and will not be disclosed to any person without the prior written consent of the Company, if it meets the criteria outlined in N.C.G.S. 132-1.2 (1)(a through d). However, the Company hereby agrees that said confidential information can be reviewed internally by city staff and any appropriate city committee involved in the process of awarding city contracts. The Company agrees to indemnify and hold harmless the City, its officers, employees, elected officials and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the Company has designated as confidential pursuant to N.C.G.S. 132-1.2.

53. PERFORMANCE OF THE CONTRACT

Winston-Salem City Code (Chapter 2, Article 1, Sec. 2-3) provides that the City may disqualify Contractors from bidding on contracts of the City if a Contractor fails to perform satisfactorily on past or current projects. Failure to complete work within contract time limits and/or meeting required quality levels are factors that could make a Contractor ineligible to bid on future City projects. Satisfactory performance on a job includes performing work to City standards (including all safety and labor laws), working cooperatively with the Owner’s inspector and citizens, and completing the project in the time period stated in the contract

54. WARRANTY

The Contractor shall guarantee all materials, workmanship and construction for a period of one year from the date of acceptance. During the warranty period, any defects, malfunctions or failures, which affect the integrity or strength of the product or its ability to perform the task for which it was designed, shall be repaired or replaced at the Contractor’s expense. The Performance Bond, if applicable, shall remain in full effect through the warranty period. The successful bidder will be required to complete the Warranty form (sample included in this document) when executing contract documents.

55. NONDISCRIMINATION ORDINANCE

As a condition of entering into this contract, the Contractor represents and warrants that it will fully comply with the City's Non-Discrimination Policy, as set forth in Chapter 2, Section 2-8 Entitled “Policy of Nondiscrimination” of the Winston-Salem City Code. As part of such compliance, the Contractor shall not discriminate on the basis of race, ethnicity, color, creed, religion, sex, sexual orientation, gender identity, gender expression, pregnancy, veteran status, disability, age, marital status, familial status, protected hairstyle, political affiliation or national origin in the screening of applicants, the hiring and treatment of its employees, the provision of the goods and/or services set forth herein, or the solicitation, selection, hiring, or treatment of its subcontractors, vendors or suppliers, (hereinafter collectively “subcontractors”), if any, in connection with this contract or the contract solicitation process if applicable, nor shall the Contractor retaliate against any person or entity for reporting instances of such discrimination. The Contractor shall enact employment policies consistent with this obligation to refrain from such discrimination and shall provide evidence of such to the City within 90 calendar days of the first receipt of City funds. The Contractor shall provide equal opportunity for subcontractors to participate in all of its subcontracting and supply opportunities, if any, under this contract, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Contractor understands and agrees that a violation of this clause shall be considered a material breach of this contract and may result in termination of this contract, disqualification of the Contractor from participating in future City contracts pursuant to Winston-Salem City Code Section 2-3 or other sanctions. Furthermore, as a condition of entering into this contract, the Contractor agrees to: (a) promptly provide to the City in a format specified by the

City all information and documentation that may be requested by the City from time to time regarding the screening of applicants, the hiring and treatment of its employees particularly if City funds were used in connection with hiring and compensation process, and the solicitation, selection, treatment and payment of subcontractors, if any, in connection with this Agreement; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors that the Grantee has used under this contract, including the total dollar amount paid by the Contractor on each subcontract or supply contract. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination Policy, to provide any documents, relevant to such investigation, that are requested by the City. The Contractor agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Contractor to subcontractors and suppliers in connection with this contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time. Nothing in this contract shall negate or diminish the requirements of the City's MWBE program. Nothing in this contract shall infringe upon any rights afforded to the Contractor by state or federal law.

GENERAL INSURANCE REQUIREMENTS - CONSTRUCTION
TOTAL CONTRACT PRICE LESS THAN \$2,500,000.00

A. The Contractor shall, during the continuance of all work under the Contract, provide the following:

1. Workers' Compensation Insurance as required by the North Carolina General Statutes.

2. Commercial General Liability to protect the Contractor against any and all injuries to third parties, including personal injury and property, and special and consequential damages, resulting from any negligent action, omission or operation by the Contractor or in connection with the services described herein. The insurance shall also include, coverage for explosion, collapse, and underground hazards, where required. This insurance shall provide bodily injury and property damage limits of not less than \$1,000,000 for each occurrence, respectively, and \$3,000,000.00 for an annual aggregate and shall provide at least \$5,000 in Medical Expenses (Med Pay) coverage.

3. Maintain Owned, non-owned, and hired Automobile Liability insurance, including property damage insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor in furtherance of these services. In addition, all mobile equipment used by the Contractor in connection with the contract work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. This insurance shall provide bodily injury and property damages limits of not less than \$1,000,000 combined single limit/each accident.

4. If this Agreement is for a design, engineering or consulting Service, maintain Professional Liability insurance of at least \$1,000,000.00 per incident.

B. The Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall submit the certificate with its executed contract. The City of Winston-Salem shall be named as an additional insured in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the City of Winston-Salem may possess.

C. The Contractor will secure and maintain all insurance policies of its subcontractors which shall be made available to the City of Winston-Salem on demand. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this heading or under any other section or provisions of the Contract.

D. The Contractor will provide on demand certificate copies of all insurance coverage on behalf of the Contract within ten days of demand by the City of Winston-Salem. These certified copies shall be sent to the City of Winston-Salem from the Contractor's insurance agent or representative.

E. The Contractor shall furnish the City of Winston-Salem thirty days written notice of any changes or cancellation of the policy. The failure of the contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the Risk Manager, City of Winston-Salem.

F. Insurance coverage required in these specifications shall be in force throughout the Contract Term.

Should the Contractor fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the Contract Term, the City of Winston-Salem shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the City of Winston-Salem for the entire additional cost of procuring the uncompleted portion of the contract at time of termination.

G. Contractual and other Liability insurance provided under this Contract shall not contain a supervision inspection or engineering services exclusion that would preclude the City of Winston-Salem from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.

H. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City of Winston-Salem. The Contractor shall be as fully responsible to the City of Winston-Salem for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

I. Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.

J. The Contractor and all subcontractors and sub-subcontractors agrees to comply with the State of North Carolina Occupational/Safety and Health Act and the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.

SPECIAL INSTRUCTIONS TO BIDDERS REGARDING COMPLIANCE WITH THE CITY OF WINSTON-SALEM'S AND/OR CITY/COUNTY UTILITY COMMISSION'S MINORITY AND WOMEN BUSINESS ENTERPRISE (M/WBE) PROGRAM

Policy

It is the policy of the City of Winston-Salem and/or the City/County Utility Commission (an agency of the City of Winston-Salem), that minority and women owned business enterprises shall have an equal opportunity to participate in the performance of contracts financed in whole or in part with City and/or Commission funds.

Obligation of Bidders

Bidders agree to use their best efforts to comply with all the terms and conditions of the City of Winston-Salem's and/or City/County Utility Commission's Minority and Women Business Enterprise (M/WBE) Program, as the same may be amended from time to time, through award of subcontracts to minority and women owned business enterprises and utilization of minority and women owned business enterprise suppliers to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority and women business" shall mean a company that is 51% or more owned and controlled by minority group members or women. For the purpose of this definition, minority group members are Black Americans, Hispanic Americans, American Indians, Female Americans, Asian Americans, socially and economically disadvantaged individuals, and Disabled. The law defines socially disadvantaged individuals as "those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities". (15 U.S.C., 637 (5)) Economically disadvantaged individuals "are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business that are not socially disadvantaged". (15 U.S.C., 637 (6)) Successful Bidder will be expected to provide minority participation not less than the expected goals for this project shown herein. Bidders that bid as prime contractor must utilize their best efforts to meet participation goals through award of subcontracts to minority and women business enterprises.

It is mandatory that the Identification of Minority Participation form and Affidavit "A" Listing of Good Faith Efforts be properly completed as defined in the document specifications and submitted with the Bid (unless the prime contractor intends to perform 100% of the work with Own Workforce and properly executes Affidavit B).

Pursuant to N.C.G.S. 143-128.2(c) The Identification of Minority Participation form must include, at a minimum, the names of all minority contractors who will be construction subcontractors, vendors, or suppliers on this project. Additional contact information such as business addresses, phone numbers, work types, and minority categories is important and useful.

In accordance with N.C.G.S. 143-128.2(c) Bidder shall identify on its Bid the M/WBE businesses to be used on this project and pursuant to subsection (f) of this statute provide the total dollar value of the Bid that will be performed by the minority businesses. This information shall be listed on the Identification of Minority Participation form. Failure to list, at a minimum, the minority firm business name and the total dollar value of M/WBE firms contracting will render the Bid as non-responsive and will not be considered for award. **Beginning September 3, 2018 all firms must be certified with the State of N.C. HUB Office at the time the bid is submitted.**

The Affidavit A, *Listing of Good Faith Efforts*, must be properly executed with the Bid providing evidence that the prime contractor has complied with the good faith efforts measures before bidding to solicit M/WBEs and to meet the goals (unless the prime contractor intends to perform 100% of the work with Own Workforce and properly executes Affidavit B)

The Affidavit B Intent to Perform Contract with Own Workforce form must be executed with the Bid only if the prime contractor intends to perform 100% of the work required for the contract without the use of subcontractors.

At the project bid opening, the M/WBE goals for each bid will be recorded. The minority and women business goals must be met separately and not as a combined total. Successful Bidder must submit Affidavit C or D depending on its adherence to the goals.

M/WBE Instructions to Bidders

Successful Bidder who has met or surpassed the expected goals must provide Affidavit C Portion of Work to be performed by Minority Firms within twenty-four hours (24) after being notified by City Staff

Successful Bidder who does not meet the expected goals must submit Affidavit D Good Faith Efforts within twenty-four hours (24) after being notified by City Staff. Bidder shall satisfy the City and/or Commission that they have made a good faith effort to solicit M/WBE participation. Good faith efforts can be demonstrated using, among other factors, the following:

- (a) Attending pre-solicitation or pre-bid meetings that are scheduled by the City to inform M/WBE firms of contracting, subcontracting, and supply opportunities.
- (b) Advertising in general circulation, trade association, or minority-focus media concerning subcontracting opportunities.
- (c) Providing written notice, to a reasonable number of specific M/WBE firms that their interest in the contract is being solicited, at least 10 days before bids are due, to allow M/WBE firms time to participate.
- (d) Following up initial solicitation of interest by contacting M/WBE firms to determine with certainty whether the M/WBE firms are interested.
- (e) Identifying and selecting portions of the work to be performed by M/WBE firms in order to increase the likelihood of M/WBE participation (including where appropriate, breaking down contracts into economically feasible units to facilitate M/WBE participation).
- (f) Providing interested M/WBE firms with equal access to plans, specifications, and requirements of the contract.
- (g) Negotiating fairly with interested M/WBE firms, not rejecting M/WBE firms as unqualified without sound reasons based on a thorough investigation of their capabilities.
- (h) Using the services of the City of Winston-Salem's M/WBE office; available minority community organizations; minority contractors' groups; local, state, and federal minority business offices; and other organizations that provide assistance in the recruitment and placement of M/WBE firms.
- (i) Assisting interested M/WBE firms in need of equipment, loan capital, lines of credit or joint pay agreements to secure loans, supplies or letters of credit, including waiving credit that is ordinarily required.
- (j) Assisting interested M/WBE firms in obtaining bonding, insurance, or providing alternatives to bonding or insurance for subcontractors.
- (k) Negotiating joint venture and partnership arrangements with minority businesses to increase the opportunities for minority participation when possible.
- (l) Provide for quick pay agreements and policies to enable minority contractors and suppliers to meet cash flow demands.

The M/WBE review committee shall evaluate the good faith efforts of each bidder and determine if the requirements of this program have been met. If successful Bidder does not agree to at least the expected goals for the project, the M/WBE Committee shall review the good faith efforts and make a recommendation to the City Council and/or Commission. Any bidder not meeting the good faith efforts evaluation will be found non-responsive and their bid shall not be considered.

M/WBE Instructions to Bidders

The City and/or Commission may, for construction projects exceeding \$300,000, reject non-responsive bids and award a contract to the lowest responsible bidder; responsible bidder meaning a bidder who meets the expected goals for the project or who documents to the City's and/or Commission's satisfaction, that good faith efforts were made.

Actual participation achieved or offered shall not be determinative on the issue of good faith efforts. Further, if other factors, other than factors (a) through (l) previously listed, are considered, they may be used to credit the contractor's good faith efforts, but not to discredit them.

In accordance with the Minority Utilization Commitment Form "Affidavit E", no subcontractor who is identified and listed on Affidavit E may be replaced with a different subcontractor unless: A) the subcontractor's bid is later determined by the contractor to be non-responsive or non-responsible, or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or B) With the approval of the City of Winston-Salem M/WBE office for the good cause demonstrated. Prior to substituting a subcontractor, the contractor shall identify the substitute subcontractor and inform the City of Winston-Salem M/WBE office of its good faith efforts; including the MWBE Replacement Request Form.

During the course of the contract Successful Bidder will be required to submit *M/WBE Documentation for Contract Payments, Affidavit F*, with each monthly pay request. Final payment will be withheld until the contractor completes and submits an *Affidavit of Payment to M/WBE Subcontractors*.

The City, however, at its discretion may require additional periodic reports. Final payment will be withheld until it has been determined that the goal percentages for M/WBE participation, previously agreed to by the successful bidder, have been confirmed by the City and/or Commission.

Goals for this project are as follows:

- **Minority Business Enterprise (MBE) MBE - 9%**
- **Women Business Enterprise (WBE) WBE - 6%**

Failure to achieve these goals, or make a good faith effort to do so, may result in serious consequences, up to and including, disqualification from bidding for future construction contracts.

Changes in the Work

When the City/Engineer makes changes that result in the reduction or elimination of work to be performed by a committed M/WBE subcontractor, the Contractor will not be required to seek additional participation. When the City/Engineer makes changes that result in additional work to be performed by an M/WBE subcontractor based upon the Contractor's commitment, the M/WBE shall participate in the additional work to the same extent as the M/WBE participated in the original contract work.

When the City/Engineer makes changes that result in extra work, which has more than a minimal impact on the contract amount, the Contractor shall seek additional participation by M/WBE's unless otherwise approved by M/WBE staff.

When the City/Engineer makes changes that result in an alteration of plans or details of construction, and a portion or all of the work had been expected to be performed by a committed M/WBE, the Contractor shall seek participation by M/WBE's unless otherwise approved by the M/WBE staff.

When the Contractor requests changes in the work that result in the reduction or elimination of work that the Contractor committed to be performed by an M/WBE, the Contractor shall seek additional participation by M/WBE's equal to the reduced M/WBE participation caused by the changes.

M/WBE Instructions to Bidders

Please review the following sample *Invitation to Bid* letter. As this letter is the first vehicle for seeking possible M/WBE subcontractors to work on the expected project, it should include information required by the City's and/or Commission's M/WBE plan to prove a **Good Faith Effort**.

A well written letter would:

- (a) be sent to a reasonable number of specific M/WBE firms to inform them that their interest in the contract is being solicited. The notice should be dated and sent at least 10 days before bids are due, to allow the M/WBE firms time to participate. Solicitations for quotes should go to at least three minority firms from the M/WBE directory provided by the City of Winston-Salem M/WBE Office. If three or more firms are shown on the source list, each solicitation shall include:
 - a specific description of the work to be subcontracted,
 - the location where bid documents can be reviewed,
 - the representative of the Prime Bidder to contact, and
 - a location, date and time when quotes must be received.
- (b) identify and select portions of the Work to be performed by M/WBE firms in order to increase the likelihood of M/WBE participation (including where appropriate, breaking down contracts into economically feasible units to facilitate M/WBE participation).
- (c) include a location where M/WBE firms have equal access to specifications and plans, and requirements of the contract.
- (d) include a statement that the soliciting company plans to negotiate fairly with interested M/WBE firms and will not reject any M/WBE firms as unqualified without sound reason based on a thorough investigation of their capabilities. The letter would also state that M/WBE firms not selected for the work could contact the soliciting company for information why they were not selected.
- (e) include a statement if the soliciting company will provide or assist interested M/WBE firms in locating assistance in obtaining bonding, loan capital, lines of credit, insurance, or joint pay agreements to secure loans/supplies required by the Successful Bidder.
- (f) include a statement if the soliciting company will negotiate joint venture and partnership arrangements with M/WBE firms when possible.
- (g) include a statement outlining the soliciting company's quick pay agreement and policies that enable minority contractors and suppliers to meet cash flow demands.

Please review how the previously mentioned efforts are incorporated into the following **sample of a “Solicitation Letter”**. Refer to the notes in the column in the left margin which are not part of the letter proper.

Letterhead

GOOD HAMMER CONSTRUCTION COMPANY
1000 Building Lane
Winston-Salem, North Carolina 27101

Date of notice.

September 1, 2016

****SAMPLE LETTER****

Subcontractor

Jones Plumbing Contracting, Inc.
Robert A. Jones
Company Address
City, State and Zip Code
(336) 765-0000

Which contract?

Re:

Each letter should include the specific scope of work solicited.

Dear Mr. Jones
Good Hammer Construction Co. is requesting bids from certified M/WBE firms on the above referenced project. We are soliciting subcontractor bids for **(Name the specific area sub bids are requested)** for this project.

Where are the documents?

Bid documents and plans may be reviewed in our office. Please contact me at (336) 777-7777, if you would like an appointment to review the documents.

When & where are bids due.

Quotes must be received in our office by **(list the date and time bids are due)**.

Negotiation available?

Good Hammer Construction Company is willing to review any responsible quote and will negotiate terms, if appropriate. We will notify your firm if your bid is accepted for this project. Please contact me if you have not heard from us by **(provide a date)** and I will inform you of the status of your bid.

Assistance offered.

If you need assistance with obtaining bonding, loan capital, lines of credit, insurance or joint pay agreements, please contact us and we will review your needs and direct you to available agencies for assistance.

Joint venture or partnership?

Good Hammer Construction Company will look at the possibility of a joint venture or partnership arrangement, if appropriate.

Quick pay policy?

Good Hammer Construction Company pays twice monthly on submission of qualified invoice.

Sincerely,

Contact person?

John Jones
Project Estimator

*****MUST BE SUBMITTED WITH BID*****

(unless the prime contractor intends to perform 100% of the work with Own Workforce)

IDENTIFICATION OF MINORITY BUSINESS PARTICIPATION

(Name of Project)

I, _____
(Name of Bidder)

do hereby certify that on this project, we will use the following M/WBE firms as construction subcontractors, vendors, suppliers, or providers of professional services.

In accordance with N.C.G.S. 143-128.2(c) Bidder shall identify on its Bid the M/WBE businesses to be used on this project **and** pursuant to subsection (f) of this statute provide the total dollar value of the bid that will be performed by the minority businesses. **Failure to list, at a minimum, the minority firm business name and the total dollar value of M/WBE firms contracting will render your Bid as non-responsive and will not be considered for award.** If Bidder has no minority participation, they shall indicate this on the table below by entering the word “None” or the number “0.” **Blank forms will not be deemed to represent zero participation.**

Minority Firm Name Phone Number	City-State	Minority Category*	Type of Work	Dollar Value

* Minority Categories: Black, African American (B), Hispanic (H), Asian American (AA), American Indian (AI), Female (WF), Socially and Economically Disadvantaged (SE), and Disabled (D).

The total dollar value of MBE firms contracting will be	\$ _____
The total percentage of MBE firms contracting will be	_____ %
The total dollar value of WBE firms contracting will be	\$ _____
The total percentage of WBE firms contracting will be	_____ %

*****MUST BE SUBMITTED WITH BID*****

(unless the prime contractor intends to perform 100% of the work with Own Workforce)

AFFIDAVIT “A”

LISTING OF GOOD FAITH EFFORTS

(Name of Project)

Affidavit of:

(Name of Bidder)

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

NOTE: A contractor must accumulate at least **115 points** to demonstrate a “**Good Faith Effort**” was made. Partial points may be awarded when the complete requirement of an item is not met.

✓	Description	Points	Awarded Points
_____	(a) Attending pre-solicitation or pre-bid meetings that are scheduled by the City to inform M/WBE firms of contracting, subcontracting, and supply opportunities.	10	_____
_____	(b) Advertising in general circulation, trade association, or minority-focus media concerning subcontracting opportunities. Note: A contractor must advertise in all three mediums to receive full value for this item. Each medium is worth five points.	15	_____
_____	(c) Providing written notice to a reasonable number of specific M/WBE firms that their interest in the contract is being solicited, at least 10 days before bids are due to allow M/WBE firms time to participate.	15	_____
_____	(d) Following up initial solicitation of interest by contacting M/WBE firms to determine with certainty whether the M/WBE firms are interested.	10	_____
_____	(e) Identifying and selecting portions of the work to be performed by M/WBE firms in order to increase the likelihood of M/WBE participation (including where appropriate, breaking down contracts into economically feasible units to facilitate M/WBE participation).	15	_____
_____	(f) Providing interested M/WBE firms with equal access to specifications, plans, and requirements of the contract.	10	_____
_____	(g) Negotiating fairly with interested M/WBE firms, not rejecting M/WBE as unqualified without sound reasons based on a thorough investigation of their capabilities.	25	_____
_____	(h) Using the services of the City of Winston-Salem's M/WBE office; available minority community organizations; minority contractors' groups; local, state, and federal minority business offices; and other organizations that provide assistance in the recruitment and placement of M/WBE firms. Note: A contractor must utilize at least two agencies to receive full value. Each agency is worth five points.	10	_____

AFFIDAVIT "A"

Page 2

LISTING OF GOOD FAITH EFFORTS (continued)

✓	Description	Points	Awarded Points
_____	(i) Assisting interested M/WBE firms in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Note: A contractor can receive up to 10 points for offering; 10 points for implementation.	20	_____
_____	(j) Providing assistance in obtaining required bonding or insurance or providing alternatives to bonding or insurance for subcontractors. Note: A contractor can receive up to 10 points for offering; 15 points for implementation.	25	_____
_____	(k) Negotiating joint venture or partnership arrangements with minority businesses to increase opportunities for minority participation when possible.	10	_____
_____	(l) Provide quick pay agreements and policies to enable minority contractors and suppliers to meet cash flow demands. Note: A contractor can receive up to 5 points for offering; 10 points for implementation.	15	_____
Total Points		<u>180</u>	_____

Please refer to the sample solicitation letter following page 4 of the instructions which outlines information Bidders should relay to all subcontractors when soliciting bids.

In accordance with NCGS 143-128.2(d), the undersigned will enter into a formal agreement with the firms listed in the identification of Minority Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that they have read the terms of the minority business commitment and is authorized to bind Bidder to the commitment herein set forth.

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

State of North Carolina, County of _____ subscribed and sworn before
 me this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

SEAL

***** MUST BE SUBMITTED WITH BID*****

SUBCONTRACTOR/SUPPLIER UTILIZATION FORM

List below all non-M/WBE subcontractors and suppliers that you intend to use on this contract. NOTE: you will only receive credit for certified minority or woman-owned firms.

Name of Project: _____

Name of Consultant: _____

Firm Name & Phone Number	City-State	Type of Work	Dollar Value
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

MUST BE SUBMITTED WITH BID, IF APPLICABLE

AFFIDAVIT “B”

INTENT TO PERFORM CONTRACT WITH OWN WORKFORCE

County of _____

Affidavit of _____
(Name of Bidder)

I hereby certify it is our intent to perform 100% of the work required for the contract:.

(Name of Project)

In making this certification, Bidder states:

- that the Bidder does not customarily subcontract elements of this type project,
- normally performs, has the capability to perform, and will perform all elements of the work on this project with their own current work force; and,
- agrees to provide any additional information or documentation requested by Owner in support of the above statement.

The undersigned hereby certifies that they have read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Officer: _____

Signature _____

Title _____

State of North Carolina, County of _____ subscribed and sworn before
me this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

SEAL

In the event Bidder does not self-perform 100% of the work, the contract will be subject to the M/WBE goals originally established for this project, as well as, good faith efforts and documentation requirements of this program.

***** (NOTE: THIS FORM IS NOT TO BE EXECUTED WITH THE BID) *****

AFFIDAVIT “C”

PORTION OF WORK TO BE PERFORMED BY MINORITY FIRMS

Project: _____

If the portion of work to be executed by minority businesses as defined in GS 143-128(g) is equal to or greater than the stated goals of Bidder’s total contract price, then Bidder must complete this affidavit. This affidavit shall be provided by the Successful Bidder within **24 hours** after notification of being the low bidder.

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

(Name of Project)

Project ID # _____ Amount of Bid \$ _____

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

Minority Firm Name Phone Number	City-State	Minority Category*	Type of Work	Dollar Value
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

* Minority Categories: Black, African American (B), Hispanic (H), Asian American (AA), American Indian (AI), Female (WF), Socially and Economically Disadvantaged (SE), and Disabled (D).

AFFIDAVIT "C"

Page 2

PORTION OF WORK TO BE PERFORMED BY MINORITY FIRMS (continued)

Pursuant to GS 143-128(d), the undersigned will enter into a formal agreement with minority firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

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

State of North Carolina, County of _____ subscribed and sworn before
me this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

SEAL

AFFIDAVIT “D”
GOOD FAITH EFFORTS

Project: _____

If the established goal for participation by minority businesses is not achieved, Bidder must provide the following documentation to the Owner of his **Good Faith Efforts** within **24 hours** after notification of being Successful Bidder.

Affidavit of _____
(Name of Bidder)

I hereby do certify the attached documentation as true and accurate representation of my good faith efforts. (Attach additional sheets if required).

Minority Firm Name Phone Number	City- State	Minority Category*	Type of Work	Dollar Value
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

* Minority Categories: Black, African American (B), Hispanic (H), Asian American (AA), American Indian (AI), Female (WF), Socially and Economically Disadvantaged (SE), and Disabled (D).

Documentation of Bidder's good faith efforts to meet the goals set forth in these provisions. Examples of documentation include, but are not limited to, the following evidence.

✓	Description	Points	Awarded Points
_____	(a) Did a representative of your company attend the pre-solicitation or pre-bid meeting scheduled by the City to inform M/WBE firms of contracting, subcontracting, and supply opportunities and to review contractor requirements of complying with the program?	10	_____
_____	(b) Did your company advertise in general circulation, trade association, or minority focus media concerning subcontracting opportunities? NOTE: A contractor must advertise in all three mediums to receive full value for this item. Each medium is worth five points.	15	_____
_____	(c) Did your company provide written notice to a reasonable number of specific M/WBE firms that their interest in the contract is being solicited, at least 10 days before bids are due to allow M/WBE firms time to participate? Please provide a copy of the solicitations for quotes sent to at least 3 minority firms from the source list provided by the owner for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall include a specific description of the work to be subcontracted, location where bid documents can be reviewed, name of representative of the prime bidder to contact, and location, date, and time.	15	_____

AFFIDAVIT “D”

GOOD FAITH EFFORTS (continued)

✓	Description	Points	Awarded Points
_____	(d) Did you follow up initial solicitation of interest by contacting M/WBE firms to determine with certainty whether the M/WBE firms are interested? Please include telephone log of follow up calls you made to confirm interest.	10	_____
_____	(e) How did your company identify and select portions of the work to be performed by M/WBE firms in order to increase the likelihood of M/WBE participation (including where appropriate, breaking down contracts into economically feasible units to facilitate M/WBE participation)? Please provide a copy of documentation where this information was included.	15	_____
_____	(f) Explain how you provided interested M/WBE firms with equal access to specifications, plans, and requirements of the contract.	10	_____
_____	(g) How have you negotiated fairly with interested M/WBE firms, not rejecting M/WBE as unqualified without sound reasons based on a thorough investigation of their capabilities? Copy of documentation or response received from each firm responding to the solicitation must be submitted, along with Subcontractor Quote Comparison Form . For subcontracts where the minority firm is not the lowest bidder, please provide copies of quotes received from all firms submitting quotes for that particular subcontract. Please provide documentation detailing reasons for rejecting any M/WBE firm’s bid as unqualified.	25	_____
_____	(h) What services were used from the City of Winston-Salem's M/WBE office; available minority community organizations; minority contractors' groups; local, state, and federal minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of M/WBE firms? Please provide a copy of this documentation. Note: A contractor must utilize at least two agencies to receive full value. Each agency is worth five points.	10	_____
_____	(i) How did your company provide assistance to an otherwise qualified minority firms in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required? Did your company assist minority firms in obtaining the same unit pricing with the bidder’s suppliers in order to help minority firms in establishing credit? Please provide copy of any documentation (could be included in Solicitation Letter), and/or evidence of implementation from previous projects in the past 5 years advising M/WBE firms what type assistance was available. Note: A contractor can receive up to 10 points for offering; 10 points for implementation.	20	_____

AFFIDAVIT "D"

Page 3

GOOD FAITH EFFORTS (continued)

✓	Description	Points	Awarded Points
_____	(j) How did your company provide assistance in obtaining required bonding or insurance or providing alternatives to bonding or insurance for subcontractors? Provide a copy of any documentation (could be included in Solicitation Letter), and/or evidence of implementation from previous projects in the past 5 years advising M/WBE firms what type assistance was available. Note: A contractor can receive up to 10 points for offering; 15 points for implementation.	25	_____
_____	(k) Did your company negotiate a joint venture or partnership arrangement with minority firms to increase opportunities for minority participation when possible? Please provide copy of any documentation (could be included in Solicitation Letter) advising M/WBE firms what type assistance was available or outlining any other steps taken to fulfill this requirement.	10	_____
_____	(l) Did your company provide quick pay agreements and policies to enable minority contractors and suppliers to meet cash flow demands? What procedures were initiated to fulfill this requirement and how were the M/WBE firms informed of this assistance? Evidence of implementation from previous projects in the past 5 years can be submitted. Note: A contractor can receive up to 5 points for offering; 10 points for implementation.	15	_____
Total Points		180	_____

NOTE: A contractor must accumulate at least **115 points** to demonstrate a **"Good Faith Effort"** was made. Partial points may be awarded when the complete requirement of an item is not met. Failure to provide the documentation as listed in these provisions may result in rejection of the Bid and award go to the next lowest responsible and responsive Bidder.

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

State of North Carolina, County of _____ subscribed and sworn before me this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

SEAL

Subcontractor Quote Comparison Instructions

- (a) Copy of documentation or response received from each M/WBE firm responding to the solicitation must be submitted in addition to completion of this spreadsheet.
- (b) For subcontracts where the M/WBE is not the lowest bidder, please provide copies of quotes received from all firms submitting quotes for that particular subcontract.
- (c) For each work type, please indicate which subcontractor was used in your quote. Please highlight or bold the comment which shows usage such as: Used for M/WBE goal or quote used in bid.
- (d) If there are no M/WBE's listed or quoted for a given work type, please indicate as follows: "No quotes received from M/WBE's." You may place this comment in the comment column across from the work type label as shown in the example.
- (e) Please list subcontractors and their respective quotes in ascending order; from low bid to high bid. Please see examples.
- (f) If you choose a non-M/WBE sub-contractor over an M/WBE subcontractor, please indicate the reason(s) why. If cost is the reason, explain that and give the dollar savings. If there is a history of poor performance or other issues, please provide detailed reasons for rejecting any M/WBE as unqualified in the comments column.
- (g) If there is a work type for which you were anticipating to receive quotes, but received none, please indicate such.
- (h) Please indicate the status of the M/WBE in the "MBE/WBE Status" column. Leave blank if the firm is not an M/WBE.

NOTE: Failure to provide the information requested impacts the committee's ability to determine if a Good Faith Effort was made, and could directly impact the City/County's ability to award the contract.

Subcontractor Quote Comparison Form

***To be submitted with Affidavit D “Good Faith Efforts”**

Name of Bidder: _____

Project: _____

Subcontractor and Work Type	MBE/WBE Status	Quote	Comments
Hauling Services			
WS Trucking	MBE	\$16,244.00	Used for MWBE goal
ABC Construction		\$18,879.00	
Painting			
WS Paint Partners		\$6,205.87	Actual low bid. Chose M/WBE to help reach goal. M/WBE was higher by \$1078.
General Paint Co.	WBE	\$7,284.03	Used for MWBE goal.
Boss Painting Incorporated	WBE	\$9,253.23	
HVAC			
Marshall HVAC		\$9,025.65	Quote used in bid.
Hanson Heating and Air	MBE	\$14,257.53	M/WBE not used due to cost savings of over \$5200. The M/WBE was 58% higher.
Signage			
WS Signs	MBE	\$2,700.00	Actual low bid. History of poor performance. Not reliable.
XYZ Signs	WBE	\$2,828.86	Used for MWBE goal
United International. LLC		\$3,045.25	
SILT FENCE			
WS Environmental, Inc.	WBE	\$2,325.00	Used for MWBE goal
Piedmont Environmental	MBE	\$2,875.00	
PAVEMENT MARKING			
Traffic Marking Company		\$1,514.44	No quotes received from MWBEs.
Evans Pavement Marking, Inc.		\$2,680.80	

AFFIDAVIT “E”

MINORITY UTILIZATION COMMITMENT FORM

Project: _____

Affidavit of: _____

(Name of Bidder)

Within thirty (30) days after award of contract, Contractor shall file Affidavit E identifying all M/WBE subcontractors for use on this project. No subcontractor who is identified and listed on this form may be replaced, substituted, or supplemented; nor can their scope of work be modified to include a different subcontractor unless:

- (a) Subcontractor's bid is later determined by the Contractor to be non-responsible or non-responsive, or the listed Subcontractor refuses to enter into a contract for the complete performance of the bid work, or
- (b) With the approval of the City of Winston-Salem M/WBE Office for good cause demonstrated. **Good Faith Efforts** as set forth in the Section SIB-1, Special Instructions to Bidders shall apply to the selection of a substitute Subcontractor. Prior to substituting a Subcontractor, the Contractor shall identify the substitute Subcontractor and inform the City of Winston-Salem M/WBE Office of its good faith efforts.

Minority Firm Name Phone Number	City-State	Minority Category*	Type of Work	Dollar Value
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

* Minority Categories: Black, African American (B), Hispanic (H), Asian American (AA), American Indian (AI), Female (WF), Socially and Economically Disadvantaged (SE), and Disabled (D).

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

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

State of North Carolina, County of _____ subscribed and sworn before
me this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____
SEAL

MWBE Replacement Request Form

It is the policy of Winston-Salem and the City/County Utilities Commission (an agency of the City of Winston-Salem), that minority and women owned business enterprises shall have an equal opportunity to participate in the performance of contracts financed in whole or in part with the City and/or Commission funds.

In accordance with the Minority Utilization Commitment Form "Affidavit E", no subcontractor who is identified and listed on Affidavit E may be replaced, substituted, or supplemented; nor can their scope of work be modified to include a different subcontractor unless: A) the subcontractor's bid is later determined by the contractor to be non-responsible or non-responsive, or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or

B) With the approval of the City of Winston-Salem M/WBE office, good cause has been demonstrated. Prior to substituting a subcontractor, the Contractor shall identify the substitute subcontractor and inform the City of Winston-Salem M/WBE office of its good faith efforts; including the MWBE Replacement Request Form. In order to meet the terms stated above, an M/WBE Replacement Request Form must be completed. Replacement of an MWBE without written approval from the City of Winston-Salem MWBE office is a violation of contract provisions and may result in the contractor being disqualified from bidding on future City and/or Commission projects.

If a committed MWBE subcontractor is terminated for a good cause, the Contractor will make a Good Faith Effort to find another M/WBE subcontractor to substitute for the terminated M/WBE. This Good Faith Effort shall be directed at finding another M/WBE to perform at least the same amount of work under the contract as the M/WBE that was terminated, to the extent needed to meet the contract goal established for the project.

Replacement M/WBE: _____

Amount of Subcontract: _____

Work to be Performed: _____

New Committed M/WBE Signature: _____ **Date:** _____

By signing this document, the Contractor, MWBE, and City of Winston-Salem M/WBE office acknowledges that the 5 days to respond was given, and concurs with the process of replacing the named M/WBE subcontractor.

Original MWBE Signature Date

Prime Contractor Signature Date

MWBE Staff Signature Date

INSTRUCTIONS FOR SUBMITTAL OF M/WBE REPLACEMENT REQUEST FORM

IN ADDITION TO SUBMITTING THIS FORM, THE CONTRACTOR MUST ENSURE THAT THE FOLLOWING STEPS ARE SATISFIED.

1. Prior to starting the replacement process, the prime contractor is responsible for coordinating with the M/WBE subcontractor to see if they are willing and able to perform the work as indicated in their contract. If the Contractor notices a reoccurring issue with an M/WBE subcontractor, the Contractor shall notify the City of Winston-Salem M/WBE staff and keep them abreast of the issues.

2. If the M/WBE subcontractor cannot perform the work or if the Contractor shows good cause for replacement, M/WBE staff will coordinate with the Contractor to begin the M/WBE replacement process. M/WBE staff will coordinate with other City departments as appropriate.

(Examples of good cause include: M/WBE fails or refuses to execute a written contract; M/WBE fails or refuses to perform the work of its subcontract consistent with normal industry standards; M/WBE fails to meet reasonable, nondiscriminatory bond requirements; M/WBE becomes bankrupt, insolvent, or exhibits credit unworthiness; M/WBE is ineligible to work because of suspension and debarment proceedings; M/WBE voluntarily withdraws from the project and provides written notice; M/WBE owner dies or becomes disabled and is unable to complete its work; or other documented good cause that compels termination. Good cause does not exist where the Contractor terminates a committed M/WBE for failure or refusal to perform the work of the subcontract results from bad faith or discriminatory action of the prime contractor.)

3. Before requesting the City of Winston-Salem's consent for the proposed replacement, substitution, or supplementation of an M/WBE, the Contractor shall give written notice of the proposal, including the reason for replacement, substitution, or supplementation to the M/WBE firm with a copy to the City of Winston-Salem M/WBE staff. The M/WBE shall be given **five days** to respond unless the five day requirement needs to be reduced, due to public necessity (e.g. safety).

4. After the notice period has passed, the M/WBE staff will ensure the Contractor has submitted all supporting documentation for the M/WBE replacement. Letters, phone logs, emails or any other correspondence between the Contractor, the M/WBE subcontractor, and/or City staff will be considered supporting documentation. This documentation must provide valid reason(s) for replacement as well as the opportunity to correct the issue. Contractors cannot replace for convenience or perform the work with its own forces or those of an affiliate.

5. Once the Contractor is given approval by the City of Winston-Salem M/WBE staff to replace an M/WBE subcontractor, M/WBE staff will send notification to the City project manager and the City/County Purchasing Department for informational purposes.

6. The Prime Contractor shall be made aware that he/she needs to make a Good Faith Effort to replace an M/WBE with another M/WBE. Good Faith Efforts shall be made to replace a MBE with a MBE, and a WBE with a WBE.

7. Signature lines on form: Ideally, the form should contain the signature of the original M/WBE Subcontractor being replaced. However, if this is not possible (i.e. the M/WBE will not sign), the documentation supporting the decision and acknowledgement of the reasons for replacement of the M/WBE subcontractor should be attached. The form shall also be signed by the replacement M/WBE to show their participation on the project as the new committed M/WBE, along with a revised Affidavit E.

**THIS DOCUMENT MUST BE SUBMITTED
WITH EACH PAY REQUEST AND FINAL PAYMENT**

AFFIDAVIT "F"

MINORITY DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone Number: _____

Project Name: _____

Pay Application Number: _____ Period: _____

The following is a list of payments to be made to minority business contractors on this project for the above mentioned period.

Minority Firm Name and Address	Minority Category*	Amount Paid For This Period	Amount Paid To Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

* Minority Categories: Black, African American (B), Hispanic (H), Asian American (AA), American Indian (AI), Female (WF), Socially and Economically Disadvantaged (SE), and Disabled (D).

Date: _____ Approved/Certified by _____

In addition to the list of payments above, I hereby certify that no subcontractor who was identified and listed on Affidavit E- Minority Utilization Commitment Form, has been replaced without approval from the City of Winston-Salem's M/WBE Division.

Note: Additional M/WBE's can be added for new work only. In this case, please notify M/WBE staff.

Name: _____

Title: _____

Signature _____

The above mentioned project is approximately _____ percent complete.

TO BE COMPLETED AND SUBMITTED PRIOR TO FINAL PAYMENT BEING MADE

**AFFIDAVIT OF PAYMENT TO
M/WBE SUBCONTRACTORS**

The undersigned certifies that _____
(Name of Bidder)

has made payment to all M/WBE subcontractors listed below in accordance with the contract requirements for construction of _____
(Name of Project)

Your contractual requirement for this project is: _____ % MBE and _____ % WBE.

Subcontractor	Address	Amount Paid
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Attached another sheet if needed)

Authorized Signature _____

On this _____ day of _____, 20____, _____
(Name of Authorized Person)

appeared before me, being personally known, being duly sworn, did execute the foregoing affidavit, and did so state that he/she was properly authorized by _____
to execute the affidavit and did so on his/her free act and deed. (Name of Bidder)

Notary Public _____ My commission expires _____

SEAL

TO BE COMPLETED BY CITY

M/WBE SPENDING

Project: _____

Construction Cost at Bid: \$ _____

Contractual Requirement: MBE _____% WBE _____%

Subcontract Spending: MBE \$ _____ %

WBE \$ _____ %

Verified this _____ day of _____, 20____ By: _____
M/WBE Staff

PROJECT SPECIAL PROVISIONS - GENERAL

CONTRACT TIME AND LIQUIDATED DAMAGES:

(7-1-95) (Rev. 12-18-07)

108

SP1 G10 A

The date of availability for this contract is July 19, 2021.

The completion date for this contract is October 29, 2021.

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

The liquidated damages for this contract are One-Thousand Dollars (\$ 1,000) per calendar day.

CONTRACT TIME AND INTERMEDIATE CONTRACT TIME:

Page 1-75, Sub-article 108-10 (B) Completion Date, Intermediate Completion Date and Intermediate Completion Time Extensions, replace lines 1-13 on page 1-76 with the following:

Should performance of the work be delayed due to inclement weather, the Engineer will consider a time extension to the Contract. Requests for specific days shall be submitted to the Engineer at the end of each month. Extensions will not be granted for Saturday or Sunday.

Page 1-75, Sub-article 108-10 (B) Completion Date, Intermediate Completion Date and Intermediate Completion Time Extensions, delete lines 27-38 on page 1-76.

MBE/WBE Goals:

MBE 9%

WBE 6%

Failure to achieve these goals, or make a good faith effort to do so, may result in serious consequences up to and including disqualification from bidding for future construction contracts.

WORK HOURS:

All work is to be performed during normal City hours. Lane closures shall be limited from 9:00 A.M. to 4:00 P.M. Requests to work outside of normal City hours, weekends, or holidays observed by the City must be approved by the Engineer. Any holidays or special occasions that the Contractor is requested not to work will extend the Contract completion date by the same amount.

PRIOR TO BEGINNING WORK:

The Contractor shall notify the City Inspector at least 3 business days before the planned start of work. Any work performed prior to notifying the Inspector is subject to rejection by the City.

CONTROL OF WORK:

Page 1-44, Article 105-2 Plans and Working Drawings, add the following after line 19 on page 1-45:

The Contractor shall review for compliance with the Contract Documents, approve and submit to the Engineer, five (5) copies of all working drawings required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work. The Contractor shall stamp each working drawing. The stamp shall include the Contract name or number, the Contractor's signature and the date of signing. The stamp shall state whether the working drawings (1) comply with the Contract Documents or (2) deviate from the Contract Documents as indicated. Working Drawings and other submittals not stamped, dated and signed shall be returned to the Contractor for resubmittal. By submitting working drawings, the Contractor represents to the Engineer that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of working drawings until the respective submittal has been approved by the Engineer.

The Engineer will review and approve, or take other appropriate action upon, the Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall allow 56 calendar days for the initial review of working drawings and any necessary shoring. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Engineer, of any construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component

The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Engineer's approval of working drawings unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submittal and (1) the Engineer has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in working drawings by the Engineer's approval thereof. The Contractor shall direct specific attention, in writing or on resubmitted working drawings, to revisions other than those requested by the Engineer on previous submittals. In the absence of such written notice, the Engineer's approval of a resubmission shall not apply to such revisions.

CITY STREET CLOSINGS:

A written notice from the Contractor to the Engineer 48 hours in advance will be needed for the closing of a City street. The City will notify all proper authorities affected by the closing.

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION'S WORK ZONE TRAFFIC CONTROL QUALIFICATION AND TRAINING PROGRAM:

The Contractor shall be certified to meet the North Carolina Department of Transportation's Work Zone Traffic Control Qualification and Training Program when the project requires that the Contractor work within NCDOT Right of Way. Proof of certification will be required before work will be allowed to begin.

EXISTING SUBSURFACE UTILITIES AND STRUCTURES:

Approximate locations of existing underground utilities, based on the information available, are shown on the Engineer's drawings. The Owner does not guarantee the accuracy or completeness of underground utility locations shown on the Engineer's drawings. Any damages incurred to existing utilities are the responsibility of the Contractor and shall be repaired by the appropriate utility to original or better condition at no additional cost to the Owner.

The Contractor shall be responsible for anticipating and locating underground utilities and obstructions. When construction appears to be in close proximity to existing utilities, the trench(es) shall be opened a sufficient distance ahead of the work or test pits made to verify the exact locations and inverts of the utility to allow for changes in line and grade.

Any existing underground utility uncovered by the Contractor that may be in conflict with the project, shall be located by the surveyor responsible for construction stakeout. The surveyor shall use the project's datum to obtain the location and elevation of the exposed utility. This shall include existing underground lines exposed in advance of operations, as well as any unmarked lines uncovered by the Contractor during construction.

MAINTAINING WATER AND SEWER SERVICE:

The Contractor, regardless of the method used, will be responsible for maintaining water and sewer service to existing dwellings and businesses throughout construction to the maximum extent practical.

Water:

The City shall be notified a minimum of 5 working days prior to any water main shutdown. Prior to a water main shutdown, the Contractor shall be fully prepared to perform the work in the most expedient manner possible. The Contractor shall have all necessary fittings, pipe, tools, and accessories available onsite to perform the work. If, in the opinion of the City's Inspector, the Contractor is not prepared to perform the work, a shutdown shall not be performed. This condition shall not be cause for claim of damages or additional compensation by the Contractor.

In certain situations, the City may dictate scheduling of water main shutdowns so as not to impose unnecessary shutdowns during specific periods to existing customers. As a result, shutdowns may be required outside of normal working hours or on weekends.

The City may require the Contractor to submit a plan for the shut-down for approval. If required, the plan shall be submitted a minimum of 3 working days prior to the shutdown. The plan shall indicate all fittings and dimensions of any pieces to be installed to complete the work causing the shutdown. The plan shall indicate the estimated time out of service, requested time for the shutdown, general description of how the work will be performed, required equipment and the number of employees expected to perform the work.

Sewer:

Any sewer overflow, occurring as a result of any action or inaction by the Contractor, shall be mitigated by the Contractor to the satisfaction of the Owner and regulatory agencies at the Contractor's expense. The Contractor shall pay all fines imposed on the Owner associated with overflows related to the Contractor's work. Any work or necessary provisions made to maintain sewer service (including but not limited to bypass pumping etc.) shall be paid for under various contract items.

CONSTRUCTION SURVEYING:

Construction surveying will be done by City of Winston-Salem surveyors.

PAYMENTS TO CONTRACTOR:

The Engineer will once a month make an approximate estimate in writing of the work completed and materials on hand. If the final payment amount for any project exceeds the original purchase order amount by more than \$100,000, then the Owner may delay payment for up to 60 days in order to obtain governing board approval.

Such monthly estimates shall be paid only when the work is progressing in accordance with the terms of the Contract and when the amount of such monthly estimate exceeds One Thousand Dollars (\$1,000.00). Such monthly estimates shall, at all times, be construed simply as partial payments upon the final amount which may be due upon final completion of the work and neither an actual overpayment through error, at any state of the work, nor the total or partial destruction of the work from any cause at any time shall relieve the Contractor or its surety from their obligations to fully complete the work in accordance with the Contract.

FINAL PAYMENT:

Whenever, in the opinion of the Engineer, the work proposed has been completely performed on the part of the Contractor and after the final acceptance of the work, the Engineer will proceed with all reasonable diligence to prepare the final estimate and final payment, excepting therefrom such sum or sums as may be lawfully retained under any of the provisions of the Contract. The Contractor hereby further agrees that it shall not be entitled to demand or receive payment on partial or final estimates, except in the manner set forth in the Contract. The Contractor further agrees to procure full releases of all claims from all persons who have furnished materials or labor for the work. Prior to final payment, the Contractor will be required to submit the *Contractor's Affidavit, Release and Waiver of Claims* form as shown at the end of this proposal and any other required affidavits or forms required in this contract (such as M/WBE or DBE reporting forms, Consent of Surety to make final payment, payroll forms, or other contract specific forms). Contractor should refer to Subarticles 109-9 and 109-10 of the *NCDOT Standard Specifications for Roads and Structures*. The payment of the final amount due the Contractor shall release the Owner from any and all claims or liabilities on account of the work performed and the materials furnished upon the work.

RETAINAGE:

It is the intent that the language of this Contract complies with the retainage terms of N.C.G.S. 143 134.1 in a manner providing maximum protection to the Owner. The Contractor shall make prompt payment to all Subcontractors in accordance with N.C.G.S. 143 134.1.

The Engineer will once a month make an approximate estimate in writing of the work completed and materials on hand. For projects with a dollar value of less than \$100,000, the Owner will pay the Contractor the amount of such estimate less any applicable deductions. For projects with a dollar value of more than \$100,000, the Owner will pay to the Contractor ninety-five percent (95%) of such estimate less any applicable deductions. When the project is 50% complete, no further retainage will be held as long as performance on the contract is satisfactory. However, the Owner may, at its discretion, retain additional amounts for unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against the Owner or reasonable evidence that a third-party claim will be filed. If the final payment amount for any project exceeds the original purchase order amount by more than \$100,000, then the Owner may

delay payment for up to 60 days in order to obtain governing board approval. In the case of additions to the original Contract, each addition shall be treated in the same manner with regard to payments to the Contractor as described above.

PROJECT SPECIAL PROVISIONS - ROADWAY

CLEARING AND GRUBBING - METHOD II:

(9-17-02) (Rev.8-18-15)

200

SP2 R02A

Perform clearing on this project to the limits established by Method "II" shown on Standard Drawing No. 200.02 of the *2012 Roadway Standard Drawings*. Conventional clearing methods may be used except where permit drawings or conditions have been included in the proposal which require certain areas to be cleared by hand methods.

GRADING:

This item shall be in accordance with NCDOT Standard Specifications for Roads and Structures Section 226, with the following clarification:

All fences extending into the right-of-way and construction easements shall be severed at the easement line or as directed by the Engineer unless otherwise indicated on the plans.

UNDERCUT EXCAVATION:

Undercut Excavation shall be in accordance with *NCDOT Standard Specifications for Roads and Structures Section 226*, with the following clarification:

The independent testing lab will specify the materials to be used in backfilling areas identified for undercutting. When the independent testing lab requires undercut to be backfilled with select granular material, the second sentence of the sixth paragraph of Article 226-3 will not apply, as payment for the backfill will be made as described in Article 265-4 and these special provisions.

PROOF ROLLING:

Page 2-29, Article 260-4 MEASUREMENT AND PAYMENT, replace the first paragraph with the following:

Proof rolling shall be paid for under various contract items.

SELECT GRANULAR MATERIAL:

Select granular material shall be in accordance with *NCDOT Standard Specifications for Roads and Structures Section 265*, with the following modification:

An independent testing lab will specify the materials and construction method for select granular material.

Payment will be made under:

Pay Item	Pay Unit
Select Material, Class III	TN
Select Material, Class IV	TN
Surge Stone	TN

PIPE INSTALLATION:

Construction shall be in accordance with NCDOT *Standard Specifications for Roads and Structures* Section 300, with the following addition:

Page 3-2, Article 300-5, Invert Elevations, add the following:

The Contractor shall obtain test holes to determine existing inverts not provided on the pipe summary sheet prior to ordering materials and beginning installation of any drainage pipe. The Contractor shall note that the inverts on the pipe summary sheets are subject to change based upon test hole results. All cross drains and other sections of drainage which are critical in determining the depth of the overall drainage system shall be installed prior to laying parallel pipe or pipe beneath the curb. The Contractor will not be compensated for relaying any drainage pipe, or adjusting or replacing any drainage structures, resulting from failure to obtain test hole data or failure to install cross drains and other critical sections of drainage first.

FLOWABLE FILL:

(9-17-02) (Rev 1-17-12)

300, 340, 1000, 1530, 1540, 1550

SP3 R30

Description

This work consists of all work necessary to place flowable fill in accordance with these provisions, the plans, and as directed.

Materials

Refer to Division 10 of the *2018 Standard Specifications*.

Item

Flowable Fill

Section

1000-6

Construction Methods

Discharge flowable fill material directly from the truck into the space to be filled, or by other approved methods. The mix may be placed full depth or in lifts as site conditions dictate. The Contractor shall provide a method to plug the ends of the existing pipe in order to contain the flowable fill.

Measurement and Payment

At locations where flowable fill is called for on the plans and a pay item for flowable fill is included in the contract, *Flowable Fill* will be measured in cubic yards and paid as the actual number of cubic yards that have been satisfactorily placed and accepted. Such price and payment will be full compensation for all work covered by this provision including, but not limited to, the mix design, furnishing, hauling, placing and containing the flowable fill.

Payment will be made under:

Pay Item

Flowable Fill

Pay Unit

Cubic Yard

FINE GRADING SUBGRADE, SHOULDERS AND DITCHES:

Construction shall be in accordance with NCDOT *Standard Specifications for Roads and Structures* Section 500, with the following clarification:

All subgrade areas under existing or proposed pavement, curb and gutter, sidewalk, and roadway shoulders shall be compacted to at least 95% of the maximum dry density as determined by AASHTO T99 and the NCDOT. The final 12” of subgrade under paved areas and under curb and gutter shall be compacted to 100%. Density tests by an independent testing lab are to be made as directed by the City Inspector at the Owner’s expense. The subgrade shall be proof rolled (min. 25 tons) and witnessed by the Inspector prior to placement of stone or asphalt base. Cut slopes shall be proof rolled and witnessed by the Inspector prior to seeding and mulching. The proof roll shall provide a non-yielding surface (pumping, rutting, saturated soil, etc. are unacceptable).

ASPHALT CONCRETE PLANT MIX PAVEMENTS:

(2-20-18) (Rev.1-15-19)

610, 1012

SP6 R65

Revise the 2018 *Standard Specifications* as follows:

Page 6-14, Table 609-3, LIMITS OF PRECISION FOR TEST RESULTS, replace with the following:

TABLE 609-3 LIMITS OF PRECISION FOR TEST RESULTS	
Mix Property	Limits of Precision
25.0 mm sieve (Base Mix)	± 10.0%
19.0 mm sieve (Base Mix)	± 10.0%
12.5 mm sieve (Intermediate & Type P-57)	± 6.0%
9.5 mm sieve (Surface Mix)	± 5.0%
4.75 mm sieve (Surface Mix)	± 5.0%
2.36 mm sieve (All Mixes, except S4.75A)	± 5.0%
1.18 mm sieve (S4.75A)	± 5.0%
0.075 mm sieve (All Mixes)	± 2.0%
Asphalt Binder Content	± 0.5%
Maximum Specific Gravity (G _{mm})	± 0.020
Bulk Specific Gravity (G _{mb})	± 0.030
TSR	± 15.0%
QA retest of prepared QC Gyratory Compacted Volumetric Specimens	± 0.015
Retest of QC Core Sample	± 1.2% (% Compaction)
Comparison QA Core Sample	± 2.0% (% Compaction)
QA Verification Core Sample	± 2.0% (% Compaction)
Density Gauge Comparison of QC Test	± 2.0% (% Compaction)
QA Density Gauge Verification Test	± 2.0% (% Compaction)

Page 6-17, Table 610-1, MIXING TEMPERATURE AT THE ASPHALT PLANT, replace with the following:

TABLE 610-1 MIXING TEMPERATURE AT THE ASPHALT PLANT	
Binder Grade	JMF Temperature

PG 58-28; PG 64-22	250 - 290°F
PG 76-22	300 - 325°F

Page 6-17, Subarticle 610-3(C), Job Mix Formula (JMF), lines 38-39, delete the fourth paragraph.

Page 6-18, Subarticle 610-3(C), Job Mix Formula (JMF), line 12, replace “SF9.5A” with “S9.5B”.

Page 6-18, Table 610-3, MIX DESIGN CRITERIA, replace with the following:

Mix Type	Design ESALs millions ^A	Binder PG Grade	Compaction Levels		Max. Rut Depth (mm)	Volumetric Properties ^B			
			G _{mm} @			VMA % Min.	VTM %	VFA Min.-Max.	%G _{mm} @ N _{ini}
			N _{ini}	N _{des}					
S4.75A	< 1	64 - 22	6	50	11.5	16.0	4.0 - 6.0	65 - 80	≤ 91.5
S9.5B	0 - 3	64 - 22	6	50	9.5	16.0	3.0 - 5.0	70 - 80	≤ 91.5
S9.5C	3 - 30	64 - 22	7	65	6.5	15.5	3.0 - 5.0	65 - 78	≤ 90.5
S9.5D	> 30	76 - 22	8	100	4.5	15.5	3.0 - 5.0	65 - 78	≤ 90.0
I19.0C	ALL	64 - 22	7	65	-	13.5	3.0 - 5.0	65 - 78	≤ 90.5
B25.0C	ALL	64 - 22	7	65	-	12.5	3.0 - 5.0	65 - 78	≤ 90.5
Design Parameter						Design Criteria			
All Mix Types	Dust to Binder Ratio (P _{0.075} / P _{be})					0.6 - 1.4 ^C			
	Tensile Strength Ratio (TSR) ^D					85% Min. ^E			

A. Based on 20 year design traffic.

B. Volumetric Properties based on specimens compacted to N_{des} as modified by the Department.

C. Dust to Binder Ratio (P_{0.075} / P_{be}) for Type S4.75A is 1.0 - 2.0.

D. NCDOT-T-283 (No Freeze-Thaw cycle required).

E. TSR for Type S4.75A & B25.0C mixes is 80% minimum.

Page 6-19, Table 610-5, BINDER GRADE REQUIREMENTS (BASED ON RBR%), replace with the following:

**TABLE 610-5
BINDER GRADE REQUIREMENTS (BASED ON RBR%)**

Mix Type	%RBR ≤ 20%	21% ≤ %RBR ≤ 30%	%RBR ≥ 30%
S4.75A, S9.5B, S9.5C, I19.0C, B25.0C	PG 64-22	PG 64-22 ^A	PG-58-28
S9.5D, OGFC	PG 76-22 ^B	n/a	n/a

A. If the mix contains any amount of RAS, the virgin binder shall be PG 58-28.

B. Maximum Recycled Binder Replacement (%RBR) is 18% for mixes using PG 76-22 binder.

Page 6-20, Table 610-6, PLACEMENT TEMPERATURES FOR ASPHALT, replace with the following:

Asphalt Concrete Mix Type	Minimum Surface and Air Temperature
B25.0C	35°F
I19.0C	35°F
S4.75A, S9.5B, S9.5C	40°F ^A
S9.5D	50°F

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

Page 6-21, Article 610-8, SPREADING AND FINISHING, lines 34-35, delete the second sentence and replace with the following:

Use an MTV for all surface mix regardless of binder grade on Interstate, US Routes, and NC Routes (primary routes) that have 4 or more lanes and median divided.

Page 6-21, Article 610-8, SPREADING AND FINISHING, lines 36-38, delete the fourth sentence and replace with the following:

Use MTV for all ramps, loops, Y-line that have 4 or more lanes and are median divided, full width acceleration lanes, full width deceleration lanes, and full width turn lanes that are greater than 1000 feet in length.

Page 6-23, Table 610-7, DENSITY REQUIREMENTS, replace with the following:

TABLE 610-7 DENSITY REQUIREMENTS	
Mix Type	Minimum % G_{mm} (Maximum Specific Gravity)
S4.75A	85.0 ^A
S9.5B	90.0
S9.5C, S9.5D, I19.0C, B25.0C	92.0

A. Compaction to the above specified density will be required when the S4.75A mix is applied at a rate of 100 lbs/sy or higher.

Page 6-24, Article 610-13, FINAL SURFACE TESTING, lines 35-36, delete the second sentence and replace with the following:

Final surface testing is not required on ramps, loops and turn lanes.

Page 6-26, Subarticle 610-13(A)(1), Acceptance for New Construction, lines 29-30, delete the second sentence and replace with the following:

Areas excluded from testing by the profiler may be tested using a 10-foot straightedge in accordance with Article 610-12.

Page 6-27, Subarticle 610-13(B), Option 2- North Carolina Hearne Straightedge, lines 41-46, delete the eighth and ninth sentence of this paragraph and replace with the following:

Take profiles over the entire length of the final surface travel lane pavement exclusive of structures, approach slabs, paved shoulders, tapers, or other irregular shaped areas of pavement, unless otherwise approved by the Engineer. Test in accordance with this provision all mainline travel lanes, full width acceleration or deceleration lanes and collector lanes.

Page 6-28, Subarticle 610-13(B), Option 2- North Carolina Hearne Straightedge, lines 1-2, delete these two lines.

Page 6-32, Article 610-16 MEASUREMENT AND PAYMENT, replace with the following:

Pay Item	Pay Unit
Asphalt Concrete Base Course, Type B25.0C	Ton
Asphalt Concrete Intermediate Course, Type I19.0C	Ton
Asphalt Concrete Surface Course, Type S4.75A	Ton
Asphalt Concrete Surface Course, Type S9.5B	Ton
Asphalt Concrete Surface Course, Type S9.5C	Ton
Asphalt Concrete Surface Course, Type S9.5D	Ton

Page 10-30, Table 1012-1, AGGREGATE CONSENSUS PROPERTIES, replace with the following:

**TABLE 1012-1
AGGREGATE CONSENSUS PROPERTIES^A**

Mix Type	Coarse Aggregate Angularity ^B	Fine Aggregate Angularity % Minimum	Sand Equivalent % Minimum	Flat and Elongated 5 : 1 Ratio % Maximum
<i>Test Method</i>	<i>ASTM D5821</i>	<i>AASHTO T 304</i>	<i>AASHTO T 176</i>	<i>ASTM D4791</i>
S4.75A; S9.5B	75 / -	40	40	-
S9.5C; I19.0C; B25.0C	95 / 90	45	45	10
S9.5D	100 / 100	45	50	10
OGFC	100 / 100	45	45	10
UBWC	100 / 85	45	45	10

A. Requirements apply to the design aggregate blend.

B. 95 / 90 denotes that 95% of the coarse aggregate has one fractured face and 90% has 2 or more fractured faces.

PRICE ADJUSTMENT - ASPHALT BINDER FOR PLANT MIX:

(11-21-00)

620

SP6 R25

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

The base price index for asphalt binder for plant mix is **\$473.18** per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **May 1, 2021**.

INCIDENTALS:

All concrete work covered in Division 8 – Incidentals shall consist of a minimum of Class A (3000 psi). Class B (2500 psi) shall **not** be used. All expansion joints for concrete to be sealed with silicone or polyurethane per NCDOT specifications. Hot applied joint sealer shall **not** be used. Color must be gray or a color that matches the concrete (**not** black).

All drainage structures must meet NCDOT standards. Solid wall, precast concrete structures conforming to NCDOT 840.45 are acceptable (no waffle walls). All pipe openings in precast structures must be cast or cored. Catch basins for curb and gutter must conform to NCDOT 840.01 or 840.02 and NCDOT 840.03.

NCDOT approved precast concrete manholes are accepted as substitutes for catch basins.

PORTLAND CEMENT CONCRETE PRODUCTION AND DELIVERY:

(9-15-20)

1000, 1014, 1024

SP10 R01

Revise the 2018 Standard Specifications as follows:

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

TABLE 1000-1 REQUIREMENTS FOR CONCRETE											
Class of Concrete	Min. Compressive Strength at 28 days	Maximum Water-Cement Ratio				Consistency Maximum Slump		Cement Content			
		Air-Entrained Concrete		Non-Air- Entrained Concrete		Vibrated	Non-Vibrated	Vibrated		Non-Vibrated	
		Rounded Aggregate	Angular Aggregate	Rounded Aggregate	Angular Aggregate			Min.	Max.	Min.	Max.
		<i>Units</i>	<i>psi</i>					<i>inch</i>	<i>inch</i>	<i>lb/cy</i>	<i>lb/cy</i>
AA	4500	0.381	0.426	---	---	3.5 ^A	---	639	715	---	---
AA Slip Form	4500	0.381	0.426	---	---	1.5	---	639	715	---	---
Drilled Pier	4500	---	---	0.450	0.450	---	5 - 7 dry 7 - 9 wet	---	---	640	800
A	3000	0.488	0.532	0.550	0.594	3.5 ^A	4.0	564	---	602	---
B	2500	0.488	0.567	0.559	0.630	1.5 machine placed 2.5 ^A hand placed	4.0	508	---	545	---
Sand Light- weight	4500	---	0.420	---	---	4.0 ^A	---	715	---	---	---
Latex Modified	3000 (at 7 days)	0.400	0.400	---	---	6.0	---	658	---	---	---
Flowable Fill excavatable	150 max. (at 56 days)	as needed	as needed	as needed	as needed	---	Flowable	---	---	40	100
Flowable Fill non- excavatable	125	as needed	as needed	as needed	as needed	---	Flowable	---	---	100	as needed
Pavement	4500 Design, field 650 flexural, design only	0.559	0.559	---	---	1.5 slip form 3.0 hand placed	---	526	---	---	---

Precast	See Table 1077-1	as needed	as needed	---	---	6.0	as needed	as needed	as needed	as needed	as needed
Prestressed	per contract	See Table 1078-1	See Table 1078-1	---	---	8.0	---	564	as needed	---	---

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

HIGH STRENGTH CONCRETE FOR DRIVEWAYS:

(11-21-00) (Rev. 1-17-12)

848

SP10 R02

Use high early strength concrete for all driveways shown in the plans and as directed by the Engineer. Provide high early strength concrete that meets the requirements of Article 1000-5 of the *2018 Standard Specifications*.

Measurement and payment will be in accordance with Section 848 of the *2018 Standard Specifications*.

EXTEND EXISTING ROOF DRAIN:

The Contractor shall extend existing roof drains to the nearest catch basin or inlet using PVC or other approved materials as shown on the plans, or as directed by the Engineer. When a catch basin is not available, roof drains shall be extended to the curb utilizing a sidewalk flume as directed by the Engineer. Sidewalk Flumes shall not be used in place of an expansion joint. Handle flume components to protect finish coating from any scuffs, abrasions or other damage. Minor damage to finish shall be repaired in accordance with manufacturer’s instructions and as approved by the Engineer. Excessive damage, as determined by the Engineer, will be cause for rejection.

Sidewalk Flumes shall be manufactured per the detail shown in the plans and per the approved shop drawings. A curb opening shall be provided per said detail.

Measurement and Payment

Extend Existing Roof Drain shall be measured and paid in linear feet of pipe installed. The work necessary to tie the pipe to a catch basin or inlet shall be considered incidental to the work covered in this section.

Sidewalk Flumes shall be measured and paid in linear feet, installed and accepted in place, along the surface of the checkered top plate. Such price shall include, but is not limited to, construction and sealing joints and all incidentals necessary to complete this work.

Payment will be made under:

Pay Item

Extend Existing Roof Drain
Sidewalk Flumes

Pay Unit

Linear foot
Linear foot

DETECTABLE WARNINGS FOR PROPOSED CURB RAMPS:

Detectable warnings for proposed curb ramps shall be installed in accordance with NCDOT *Standard Specifications for Roads and Structures* Section 848, with the following clarification:

Each ramp shall have detectable warnings consisting of integrated raised truncated domes. Detectable warnings shall be composed of composite tile. Color shall be black. Painting of the products will not be allowed.

Examples of allowable cast-in-place composite panels are ADA Solutions and Armor-Tile. These examples only denote the quality standard and general style desired for wheel chair ramp panels. The Contractor is not restricted to use only specified brand, make, or manufacturer. Equivalent products will be acceptable.

SIGNING:

The Contractor shall move any existing street signs, markers, and route markers as necessary within the construction limits of the project and install the street signs and markers and route markers so that they will be visible to the traveling public.

Near the completion of the project and when so directed by the Engineer, move the signs and markers and install them in their proper location in regard to the completed project.

Stockpile any signs or markers that cannot be relocated due to lack of right of way, or any signs and markers that will no longer be applicable after the construction of the project, at locations directed by the Engineer for removal by others.

The Contractor will be responsible to the owners for any damage to any street signs and markers or route markers during the above described operations.

No direct payment will be made for relocating, reinstalling, and/or stockpiling the street signs and markers and route markers as such work will be considered incidental to other work being paid for by the various items in the contract.

TEMPORARY TRAFFIC CONTROL (TTC):

RWZ-1

Maintain traffic in accordance with Divisions 10, 11 and 12 of the *2018 Standard Specifications* and the following provisions:

Install Work Zone Advance Warning Signs prior to beginning any other work. Refer to Standard Drawing No. 1101.01 of the *2018 Roadway Standard Drawings*. Use a lane closure or slow moving operation to complete the work, as necessary, unless otherwise indicated. Refer to Standard Drawing No. 1101.02, 1101.11, 1110.01, 1110.02, 1130.01 1135.01 and 1180.01 of the *2018 Roadway Standard Drawings*. Use a moving operation only if the minimum speed maintained at all times is 3 mph with no stops that narrow or close a lane of travel. If the moving operation is progressing slower than 3 mph at any time, install a lane closure. Maintain the existing traffic pattern at all times, except in the immediate work zone where lane closures are allowed as determined by the Engineer.

Refer to attached details and Standard Drawing No. 1101.02, 1101.03, 1101.04, 1101.05, 1101.11, 1110.01, 1110.02, 1115.01, 1130.01, 1135.01, 1145.01, 1150.01, 1165.01, and 1180.01 of the *2018 Roadway Standard Drawings* when closing a lane of travel in a stationary work zone such as pavement patching resurfacing, or

pavement marking removal. Properly ballasted cones and skinny drums may be used instead of drums. However, drums are required for the upstream taper portion of lane closures in all applications. The stationary work zone shall be a maximum of 1 mile in length at any given time on 2 Lane, 2 Way facilities unless otherwise approved by the Engineer. A pilot vehicle operation may be used in conjunction with flaggers and the appropriate pilot vehicle warning signing as directed by the Engineer. During periods of construction inactivity, return the traffic pattern to the existing alignment and remove or cover any work zone signs. When covering work zone signs, use an opaque material that prevents reading of the sign at night by a driver using high beam headlights. Use material, which does not damage the sign sheeting. Replace any obliterated markings as required by other sections of the *2018 Standard Specifications* and the Engineer.

When personnel and/or equipment are working on the shoulder adjacent to and within 5 feet of an open travel lane, close the nearest open travel lane using Standard Drawing No. 1101.02 of the *2018 Roadway Standard Drawings*. When personnel and/or equipment are working within a lane of travel of an undivided facility, close the lane according to the traffic control plans, *2018 Roadway Standard Drawings* or as directed by the Engineer. Conduct the work so that all personnel and/or equipment remain within the closed travel lane. Do not work simultaneously, on both sides of an open travel way, within the same location, on a two-lane, two-way road. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

When utilizing a slow-moving operation for such items as pavement marking and marker placement, the operation shall consist of the vehicles and devices as shown on Roadway Standard Drawing No. 1101.02, sheet 11 or 12 of the *2018 Roadway Standard Drawings*. Traffic cones may be used when necessary to provide additional protection of wet pavement markings. Ballast all traffic cones so they will not be blown over by traffic.

PAVING OPERATIONS:

1) Paving Lift Requirements and Time Limitations:

For paving lifts of 2.0" or less, bring all newly resurfaced lanes to the same station and elevation within 72 hours. If not brought up to the same station and elevation within 72 hours, the Contractor shall place portable "UNEVEN PAVEMENT" signs in advance of the uneven pavement and spaced every ½ mile along the section of uneven pavement. Once mitigated, all portable "UNEVEN PAVEMENT" signs shall be removed. No additional compensation will be made for these signs or any other type of portable warning signs as these are included in the "Temporary Traffic Control" contract pay item.

For paving lifts greater than 2", bring all newly resurfaced lanes to the same station and elevation by the end of each work day unless the Contractor utilizes the notched wedge paving methods as described below.

Failure to comply with the following requirements will result in a suspension of all other operations until all lanes of traffic are brought to the same station and elevation:

1. During paving operations, any paving lift greater than 2" for asphalt surface course mixes shall be mitigated by having an approved wedge apparatus on the paver that shapes the edge 1" vertically and the remaining at a maximum slope steepness of 2:1. For intermediate and base course mixes, use an approved wedge device that shapes the edge with a maximum slope steepness of 2:1. The maximum paving lift allowed to use this method is 3".

2. At the end of the work day, the Contractor shall place portable “UNEVEN PAVEMENT” signs in advance of the uneven pavement and spaced every ½ mile along the section of uneven pavement. Once mitigated, all portable “UNEVEN PAVEMENT” signs shall be removed. No additional compensation will be made for these signs or any other type of portable warning signs as these are included in the “Temporary Traffic Control” contract pay item.
3. In the next day’s paving operation and not to exceed 72 hours, the Contractor shall bring up the adjacent lane to the same station and elevation before any further paving takes place on the project.

2) Shoulder Drop-Off Requirements

Whenever paving operations create an edge of pavement drop-off greater than 2”, within 72 hours, the Contractor shall backfill at a 6:1 slope from the edge and finished elevation of the pavement that has an edge of pavement drop-off as follows:

- (A) Drop-off that exceeds 2 inches on roadways with posted speed limits of 45 mph or greater.
- (B) Drop-off that exceeds 3 inches on roadways with posted speed limits less than 45 mph.

Backfill the edge of pavement drop-off with suitable compacted material, as approved by the Engineer. The material, equipment and labor associated with this operation will be at no expense to the Department. This work is not considered part of shoulder reconstruction.

PROJECT REQUIREMENTS:

Failure to comply with the following requirements will result in a suspension of all other operations:

1. Before beginning work, the Contractor shall submit a written construction sequence for traffic control to the Engineer at the first pre-construction meeting and the sequence must be approved before closing a lane of traffic.
2. Obtain written approval of the Engineer before working in more than one location or setting up additional lane closures. The maximum length of any one lane closure is 1 mile unless otherwise directed by the Engineer.
3. If Lane Closure Restrictions apply, see Special Provision, “Intermediate Contract Times and Liquidated Damages”.
4. Contractor shall mill and pave lanes in an order such that water shall not accumulate.
5. If milled areas are not paved back within 72 hours, the Contractor is to furnish and install portable signs to warn drivers of the conditions. These are to include, but not limited to “Rough Road” (W8-8), “Uneven Lanes” (W8-11), and “Grooved Pavement” (W8-15) w/ Motorcycle Plaque mounted below. These are to be dual indicated on Multi-Lane Roadways with speed limits 45 mph and greater where lateral clearance can be obtained within the median areas. These portable signs are incidental to the other items of work included in the temporary traffic control (Lump Sum) pay item.

WORK ZONE SIGNING:

Description

Install advance/general warning work zone signs prior to beginning any work. Refer to Standard Drawing No. 1101.01 of the *2018 Roadway Standard Drawings*. Install and maintain signing in accordance with Divisions 11 and 12 of the *2018 Standard Specifications*.

(A) Installation

All stationary Advance/General warning work zone signs require notification to existing Utility owners per Article 105-8 of the *2018 Standard Specifications* within 3 to 12 full working days prior to installation.

Install Advance/General warning work zone signs before beginning work. If signs are installed more than seven (7) calendar days prior to the beginning of work, cover the signs until the work begins. Install each work zone Advance/General warning sign separately and not on the same post or stand with any other sign except where an advisory speed plate or directional arrow is used.

All stationary signing is to be installed as shown on the detail drawing(s) unless otherwise directed by the Engineer. The signs as shown on the detail drawing(s) are all that are required for a contractor to begin a resurfacing contract. Any additional signs requested by the Engineer shall be installed within 7 business days of the start of contract work. All sign locations are to be verified by the Engineer prior to installation. Once the signs have been installed and accepted, any sign relocations requested by the Department will be compensated in accordance with Article 104-7. Any additional signs other than the ones shown in the drawing will be compensated in accordance with Article 104-7.

No stationary -Y- Line advance warning signage is required unless there's more than 1,000 feet of resurfacing along the -Y- line. Whenever work proceeds through an intersection, portable signs shall be used for traffic control. There will be no direct compensation for any portable signing.

If there is a period of construction inactivity longer than 14 calendar days, remove or cover advance/general warning work zone signs. Uncover advance/general warning work zone signs no more than 7 calendar days before work resumes. All other operations may be suspended upon failure to comply with the above requirements. Such suspended operations would not be resumed until the above requirements are fulfilled.

(B) Sign Removal

Once the Project is substantially complete, as directed by the Engineer, it is acceptable practice to remove the Stationary Work Zone Signs. Final pavement marking/markers are installed with portable signing according to Roadway Standard Drawing 1101.02, sheet 11 or 12. Any remaining punch list items requiring traffic control are compensated in the contract pay item for *Temporary Traffic Control*.

Stationary Work Zone Sign removal is a condition of final project acceptance.

(C) Lane Closure Work Zone Signs

Install any required lane closure signing needed during the life of the project in accordance with the Standard Drawing No. 1101.02, 1101.11 and 1110.02 of the *2018 Roadway Standard Drawings*. Any required portable signs for lane closures are compensated in the contract pay item for *Temporary Traffic Control*.

MEASUREMENT AND PAYMENT:

Temporary traffic control work, including, but not limited to installation and removal of portable signs, cones, drums, skinny drums, flaggers, barricades, AFAD’s, changeable message boards, truck mounted attenuators, flashing arrow boards, and pilot vehicles will be paid at the contract lump sum price for *Temporary Traffic Control*. The work of satisfactorily installing and removing work zone advance and/or general warning signs, including, but not limited to, furnishing, locating, installing, covering, uncovering and removing stationary signs will also be included in the Lump Sum price for *Temporary Traffic Control*. Partial payments for *Temporary Traffic Control* will be made as follows: The cumulative total of the lump sum price for temporary traffic control will be equal to the percent complete (project) as calculated for each partial pay estimate. Additional flashing arrow boards and message boards beyond those shown in the contract, detail drawings or *Roadway Standard Drawings* required by the Engineer will be paid as extra work in accordance with Article 104-7 of the *Standard Specifications*.

The Lump Sum price for *Temporary Traffic Control* will include the work of four (4) flaggers per operation per map being utilized at the same time on any day. If a pilot vehicle is used for an operation, the Lump Sum Price for *Temporary Traffic Control* will include the work of five (5) flaggers. The operator of a pilot vehicle will be considered one of the five flaggers.

Any additional flagging beyond the “included” amount covered in the *Temporary Traffic Control* pay item will be considered supplemental flagging and compensated at a rate of \$20.00 per hour for each additional flagger as approved by the Engineer.

Payment will be made under:

Pay Item	Pay Unit
Temporary Traffic Control	Lump Sum

EROSION CONTROL

The Contractor shall install erosion control measures as shown on the plans or as directed by the Engineer. The materials and installation shall conform to the latest NCDENR *Erosion and Sediment Control Planning and Design Manual* (which replace Division 16 of NCDOT *Standard Specifications for Roads and Structures*), the details drawings included in the plans, and the Project Special Provisions.

Payment for erosion control shall be included under the following bid items. The Contractor shall refer to the location specified for clarification of work to be included in each pay item. All erosion control devices shall be removed prior to final payment being made to the Contractor unless directed otherwise by the Engineer.

Matting for Erosion Control (see detail drawings)	SY
Temporary Silt Fence (see detail drawings)	LF
Seeding and Mulching (Temporary and Permanent) (see special provisions)	ACR
Inlet Protection (see detail drawings)	EA
Sediment Control Bag (see detail drawings)	EA
Excelsior Wattle (see detail drawings and special provision)	EA

EXCELSIOR WATTLE:

Description

Wattles are tubular products consisting of excelsior fibers encased in synthetic netting. Wattles are used on slopes or channels to intercept runoff and act as a velocity break. Wattles are to be placed at locations shown on the plans or as directed. Installation shall follow the detail provided in the plans and as directed. Work includes furnishing materials, installation of wattles, matting installation, and removing wattles.

Materials

Wattle shall meet the following specifications:

100% Curled Wood (Excelsior) Fibers	
Minimum Diameter	12 in.
Minimum Density	2.5 lb/ft ³ +/- 10%
Net Material	Synthetic
Net Openings	1 in. x 1 in.
Net Configuration	Totally Encased
Minimum Weight	20 lb. +/- 10% per 10 ft. length

Anchors: Stakes shall be used as anchors.

Wooden Stakes:

Provide hardwood stakes a minimum of 2-ft. long with a 2 in. x 2 in. nominal square cross section. One end of the stake must be sharpened or beveled to facilitate driving down into the underlying soil.

Matting shall meet the requirements of Article 1060-8 of the Standard Specifications, or shall meet specifications provided elsewhere in this contract.

Provide staples made of 0.125" diameter new steel wire formed into a *u* shape not less than 12" in length with a throat of 1" in width.

Construction Methods

Wattles shall be secured to the soil by wire staples approximately every 1 linear foot and at the end of each section of wattle. A minimum of 4 stakes shall be installed on the downstream side of the wattle with a maximum spacing of 2 linear feet along the wattle, and according to the detail. Install a minimum of 2 stakes on the upstream side of the wattle according to the detail provided in the plans. Stakes shall be driven into the ground a minimum of 10 in. with no more than 2 in. projecting from the top of the wattle. Drive stakes at an angle according to the detail provided in the plans.

Only install wattle(s) to a height in ditch so flow will not wash around wattle and scour ditch slopes and according to the detail provided in the plans and as directed. Overlap adjoining sections of wattles a minimum of 6 in.

Installation of matting shall be in accordance with the detail provided in the plans, and in accordance with Article 1631-3 of the *Standard Specifications*, or in accordance with specifications provided elsewhere in this contract.

The Contractor shall maintain the wattles until the project is accepted or until the wattles are removed, and shall remove and dispose of silt accumulations at the wattles when needed and as directed.

SEEDING AND MULCHING (TEMPORARY AND PERMANENT):

Temporary mulching and temporary seeding shall be in accordance with NCDOT *Standard Specifications for Roads and Structures* Sections 1615 and 1620 with the following exception:

Payment for work covered under these sections shall be made at the contract unit price bid for:

Seeding and Mulching (Temporary and Permanent) SY

Seeding and mulching shall be in accordance with NCDOT *Standard Specifications for Roads and Structures* Section 1660 with the following exception:

Payment for work covered under this section (excluding mowing) shall be made at the contract unit price bid for:

Seeding and Mulching (Temporary and Permanent) SY

When seeding and mulching has been damaged and the Contractor has fully complied with the specifications, the Contractor shall be paid at the unit price for “Seeding and Mulching (Temporary and Permanent)” to repair the areas of damage. As an exception to the above, the Contractor shall repair, at his cost, any damage which is due to his carelessness or neglect.

The Contractor shall use the seeding specifications shown in *The City of Winston-Salem Technical Specifications and Detail Drawings for Water Line and Sanitary Sewer Line Construction*.

CONCRETE WASHOUT STRUCTURE:

(01-03-19)

Description

Concrete washout structures are enclosures above or below grade to contain concrete waste water and associated concrete mix from washing out ready-mix trucks, drums, pumps, or other equipment. Concrete washouts must collect and retain all the concrete washout water and solids, so that this material does not migrate to surface waters or into the ground water. These enclosures are not intended for concrete waste not associated with wash out operations.

The concrete washout structure may include constructed devices above or below ground and or commercially available devices designed specifically to capture concrete wash water.

Materials

Item	Section
Temporary Silt Fence	1605

Safety Fence shall meet the specifications as provided elsewhere in this contract.

Geomembrane basin liner shall meet the following minimum physical properties for low permeability; it shall consist of a polypropylene or polyethylene 10 mil thick geomembrane. If the minimum setback dimensions can be achieved the liner is not required. (5 feet above groundwater, 50 feet from top of bank of perennial stream, other surface water body, or wetland.)

Construction Methods

Build an enclosed earthen berm or excavate to form an enclosure in accordance with the details and as directed.

Install temporary silt fence around the perimeter of the enclosure in accordance with the details and as directed if structure is not located in an area where existing erosion and sedimentation control devices are capable to containing any loss of sediment.

Post a sign with the words “Concrete Washout” in close proximity of the concrete washout area, so it is clearly visible to site personnel. Install safety fence as directed for visibility to construction traffic.

The construction details for the above grade and below grade concrete washout structures can be found on the following web page link:

<https://connect.ncdot.gov/resources/roadside/SoilWaterDocuments/ConcreteWashoutStructuredetail.pdf>

Alternate details for accommodating concrete washout may be submitted for review and approval.

The alternate details shall include the method used to retain and dispose of the concrete waste water within the project limits and in accordance with the minimum setback requirements. (5 feet above groundwater, 50 feet from top of bank of perennial stream, other surface water body, or wetland.)

Maintenance and Removal

Maintain the concrete washout structure(s) to provide adequate holding capacity plus a minimum freeboard of 12 inches. Remove and dispose of hardened concrete and return the structure to a functional condition after reaching 75% capacity.

Inspect concrete washout structures for damage and maintain for effectiveness.

Remove the concrete washout structures and sign upon project completion. Grade the earth material to match the existing contours and permanently seed and mulch area.

Measurement and Payment

Concrete Washout Structure will be paid for per each enclosure installed in accordance with the details. If alternate details are approved then those details will also be paid for per each approved and installed device.

Temporary Silt Fence will be measured and paid for in accordance with Article 1605-5 of the *Standard Specifications*.

No measurement will be made for other items or for over excavation or stockpiling.

Payment will be made under:

Pay Item	Pay Unit
Concrete Washout Structure	Each

SAFETY FENCE AND JURISDICTIONAL FLAGGING:

Description

Safety Fence shall consist of furnishing materials, installing and maintaining polyethylene or polypropylene fence along the outside riparian buffer, wetland, or water boundary, or other boundaries located within the construction corridor to mark the areas that have been approved to infringe within the buffer, wetland, endangered vegetation, culturally sensitive areas or water. The fence shall be installed prior to any land disturbing activities.

Interior boundaries for jurisdictional areas noted above shall be delineated by stakes and highly visible flagging.

Jurisdictional boundaries at staging areas, waste sites, or borrow pits, whether considered outside or interior boundaries shall be delineated by stakes and highly visible flagging.

Materials

(A) Safety Fencing

Polyethylene or polypropylene fence shall be a highly visible preconstructed safety fence approved by the Engineer. The fence material shall have an ultraviolet coating.

Either wood posts or steel posts may be used. Wood posts shall be hardwood with a wedge or pencil tip at one end, and shall be at least 5 ft. in length with a minimum nominal 2" x 2" cross section. Steel posts shall be at least 5 ft. in length, and have a minimum weight of 0.85 lb/ft of length.

(B) Boundary Flagging

Wooden stakes shall be 4 feet in length with a minimum nominal 3/4" x 1-3/4" cross section. The flagging shall be at least 1" in width. The flagging material shall be vinyl and shall be orange in color and highly visible.

Construction Methods

No additional clearing and grubbing is anticipated for the installation of this fence. The fence shall be erected to conform to the general contour of the ground.

(A) Safety Fencing

Posts shall be set at a maximum spacing of 10 ft., maintained in a vertical position and hand set or set with a post driver. Posts shall be installed a minimum of 2 ft. into the ground. If hand set, all backfill material shall be thoroughly tamped. Wood posts may be sharpened to a dull point if power driven. Posts damaged by power driving shall be removed and replaced prior to final acceptance. The tops of all wood posts shall be cut at a 30-degree angle. The wood posts may, at the option of the Contractor, be cut at this angle either before or after the posts are erected.

The fence geotextile shall be attached to the wood posts with one 2" galvanized wire staple across each cable or to the steel posts with wire or other acceptable means.

Place construction stakes to establish the location of the safety fence in accordance with Article 105-9 or Article 801-1 of the *Standard Specifications*. No direct pay will be made for the staking of the safety fence. All stakeouts for safety fence shall be considered incidental to the work being paid for as "Construction Surveying", except that where there is no pay item for construction surveying, all safety fence stakeout will be performed by state forces.

The Contractor shall be required to maintain the safety fence in a satisfactory condition for the duration of the project as determined by the Engineer.

(B) Boundary Flagging

Boundary flagging delineation of interior boundaries shall consist of wooden stakes on 25 feet maximum intervals with highly visible orange flagging attached. Stakes shall be installed a minimum of 6" into the ground. Interior boundaries may be staked on a tangent that runs parallel to buffer but must not encroach on the buffer at any location. Interior boundaries of hand clearing shall be identified with a different colored flagging to distinguish it from mechanized clearing.

Boundary flagging delineation of interior boundaries will be placed in accordance with Article 105-9 or Article 801-1 of the *Standard Specifications*. No direct pay will be made for delineation of the interior boundaries. This delineation will be considered incidental to the work being paid for as *Construction Surveying*, except that where there is no pay item or construction surveying the cost of boundary flagging delineation shall be included in the unit prices bid for the various items in the contract. Installation for delineation of all jurisdictional boundaries at staging areas, waste sites, or borrow pits shall consist of wooden stakes on 25 feet maximum intervals with highly visible orange flagging attached. Stakes shall be installed a minimum of 6" into the ground. Additional flagging may be placed on overhanging vegetation to enhance visibility but does not substitute for installation of stakes.

Installation of boundary flagging for delineation of all jurisdictional boundaries at staging areas, waste sites, or borrow pits shall be performed in accordance with Subarticle 230-4(B)(5) or Subarticle 802-2(F) of the *Standard Specifications*. No direct pay will be made for this delineation, as the cost of same shall be included in the unit prices bid for the various items in the contract.

The Contractor shall be required to maintain alternative stakes and highly visible flagging in a satisfactory condition for the duration of the project as determined by the Engineer.

Measurement and Payment

Safety Fence will be measured and paid as the actual number of linear feet of polyethylene or polypropylene fence installed in place and accepted. Such payment will be full compensation including but not limited to furnishing and installing fence geotextile with necessary posts and post bracing, staples, tie wires, tools, equipment and incidentals necessary to complete this work.

Payment will be made under:

Pay Item
Safety Fence

Pay Unit
Linear Foot

ITEMIZED PROPOSAL FORM

Cedar Trail Sidewalk

City Project # 201526 (Grading, Drainage, Paving, Curb & Gutter, and Sidewalk)

Line Item	Section No.	Description	Quantity	Units	Price	Total
1	800	MOBILIZATION	1	LS	\$	\$
2	226/SP	GRADING	1	LS	\$	\$
3	226/SP	UNDERCUT EXCAVATION	25	CY	\$	\$
4	265/SP	SELECT MATERIAL, CLASS III	15	TON	\$	\$
5	265/SP	SELECT MATERIAL, CLASS IV	25	TON	\$	\$
6	265/SP	SURGE STONE	15	TON	\$	\$
7	270	GEOTEXTILE FOR SOIL STABILIZATION	25	SY	\$	\$
8	300/SP	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	100	TON	\$	\$
9	300/SP	FOUNDATION CONDITIONING GEOTEXTILE	320	SY	\$	\$
10	310	15" RC PIPE CULVERTS, CLASS III	536	LF	\$	\$
11	310	18" RC PIPE CULVERTS, CLASS III	75	LF	\$	\$
12	310	15" RC PIPE CULVERTS, CLASS IV	57	LF	\$	\$
13	310	18" RC PIPE CULVERTS, CLASS IV	129	LF	\$	\$
14	340	PIPE REMOVAL	393.1	LF	\$	\$
15	545	INCIDENTAL STONE BASE	550	TON	\$	\$
16	607	MILLING ASPHALT PAVEMENT, 0" TO 2"	265	SY	\$	\$
17	610/SP	ASPHALT CONCRETE BASE COURSE, TYPE B25.0C	130	TON	\$	\$
18	610/SP	ASPHALT CONCRETE INTERM. COURSE, TYPE I19.0C	70	TON	\$	\$
19	610/SP	ASPHALT CONCRETE SURFACE COURSE, TYPE S9.5B	100	TON	\$	\$
20	620	ASPHALT BINDER FOR PLANT MIX, GRADE PG 64-22	20	TON	\$	\$
21	840/SP	MASONRY DRAINAGE STRUCTURE	11	EA	\$	\$
22	840/SP	MASONRY DRAINAGE STRUCTURE	0.5	LF	\$	\$
23	840	PIPE PLUGS	0.09	CY	\$	\$
24	840	FRAME WITH GRATE AND HOOD, STD 840.03, TYPE E	2	EA	\$	\$
25	840	FRAME WITH GRATE AND HOOD, STD 840.03, TYPE F	2	EA	\$	\$
26	840	FRAME WITH GRATE AND HOOD, STD 840.03, TYPE G	6	EA	\$	\$
27	840	FRAME WITH COVER, STD. 840.54	3	EA	\$	\$
28	SP	EXTEND EXISTING ROOF DRAIN	50	LF	\$	\$
29	SP	SIDEWALK FLUME	10	LF	\$	\$
30	846/SP	2'-6" CONCRETE CURB AND GUTTER	915	LF	\$	\$
31	848/SP	4" CONCRETE SIDEWALK	580	SY	\$	\$
32	848/SP	6" CONCRETE SIDEWALK	55	SY	\$	\$
33	848/SP	6" CONCRETE DRIVEWAY	450	SY	\$	\$
34	848/SP	CONCRETE CURB RAMP	1	EA	\$	\$
35	848	RETROFIT EXISTING CURB RAMP	2	EA	\$	\$
36	859	CONVERT EXISTING BLIND BOX TO JB WITH MH	1	EA	\$	\$
37	859	CONVERT EXISTING SLAB INLET TO JB WITH MH	1	EA	\$	\$
38	859	CONVERT EXISTING SLAB INLET TO OPEN THROAT CATCH BASIN	2	LF	\$	\$
39	1105/SP	TEMPORARY TRAFFIC CONTROL	1	LS	\$	\$
40	1667	SPECIALIZED HAND MOWING	25	MHR	\$	\$
41	CITY W&S	ADJUST WATER CONNECTION	6	EA	\$	\$
42	CITY W&S	ADJUST SEWER CONNECTION	5	EA	\$	\$
43	CITY W&S	RELOCATE WATER CONNECTION	1	EA	\$	\$
44	SP	MATTING FOR EROSION CONTROL	400	SY	\$	\$
45	SP	TEMPORARY SILT FENCE	65	LF	\$	\$
46	SP	EXCELSIOR WATTLE	1	EA	\$	\$
47	SP	INLET PROTECTION	8	EA	\$	\$
48	SP	SEDIMENT CONTROL BAG	9	EA	\$	\$
49	SP	SEEDING & MULCHING (PERMANENT AND TEMPORARY)	3220	SY	\$	\$
50	SP	CONCRETE WASHOUT STRUCTURE	1	EA	\$	\$

Total Amount Bid \$ _____

BID PROPOSAL AUTHORIZATION AND SIGNATURE

BIDDERS:

The undersigned has received and reviewed a complete set of the Contract Documents for the above referenced project by the City of Winston-Salem and/or City/County Utility Commission, and in submitting this bid agree to accomplish the work in strict accordance with said Documents.

The signature page must be completed and submitted with the proposal: Proposals are to be signed by an officer of the company authorized to bind the submitter to its provisions. Failure to manually sign the appropriate bid proposal form will be construed as non-responsive and the bid proposal will not be considered.

_____ (SEAL)
Date _____

Company _____

Authorized Signature _____

Typed or Print Name and Title _____ Contractor's License No. _____

Mailing Address, (P.O. Box or Street) _____ City, State, Zip Code _____

Email Address _____ Telephone Number _____

On this ____ day of _____, 20____, before me _____
(name)
to me personally known, being duly sworn, did execute the foregoing proposal, and did so state
that he/she was properly authorized by _____
(name of company)
to execute the proposal and did so on his/her free act and deed. **SEAL**

Notary Public _____ My Commission Expires _____

The following information is requested for statistical purposes only. Provisions or omission of this information will not affect the City's award of this contract.

We () are a Historically Underutilized Business (HUB) certified by State of North Carolina.

We () are a minority business enterprise.
() are not a minority business enterprise.

If yes, please identify in the appropriate box below:

- () Black
- () Hispanic
- () Asian American including Indian Subcontinent and Pacific Islands
- () Native American Indian including Eskimos and Aleuts

We () are a woman-owned business enterprise.
() are not a woman-owned business enterprise.

REQUIRED TO BE EXECUTED WITH THE BID

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

County of _____)

Project: _____

_____, being first duly sworn, deposes and says that:

1. He is (owner, partner, officer, representative or agent) of _____, the Bidder that has submitted the attached Bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, Employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bids of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Forsyth, N.C. or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this Affidavit.

Signed _____ SEAL

Title

Subscribed and Sworn to Before me this _____ Day of _____, 20 ____.

_____(Notary)

My Commission Expires: _____

**THIS IS A SAMPLE CONTRACT FOR REFERENCE ONLY
ACTUAL CONTRACT MAY DIFFER**

NORTH CAROLINA)
FORSYTH COUNTY)

CONSTRUCTION CONTRACT

THIS CONTRACT, made and entered to this ____ day of _____, 20 ____, pursuant to a resolution heretofore adopted by the appropriate governing body or agency of the City of Winston-Salem, North Carolina, by and between _____, a corporation with its principal office and place of business in _____, party of the first part, hereinafter called the Contractor, and the City of Winston-Salem, a municipal corporation, hereinafter called the City.

W I T N E S S E S T H

WHEREAS, after careful consideration of the bid submitted by the Company, the City of Winston-Salem, has heretofore adopted a resolution authorizing the acceptance of such bid, and the execution of a contract in the name of the City with the said Company covering the construction of **construction of the _____ project** in accordance with the Terms, Conditions, and Specifications and original unit prices contained in your bid _____ dated _____, and bids were received and duly opened as required by law; and,

NOW, THEREFORE, in consideration of the premises and in further consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereto have contracted and agreed as follows:

(1) In accordance with the project specifications and Contractor proposal, copies of which specifications and proposal are incorporated herein by reference; the Contractor will provide construction of **construction of the project** described in the proposal submitted by the Contractor or in the specifications prepared by the City if so authorized.

(2) The total contract price in the estimated amount of _____ **Dollars and** _____/100 (\$_____), will be paid to the Contractor as provided in the General Conditions of the Invitation for Bids based on the unit prices (if applicable) contained in the proposal submitted by the Contractor, not to exceed the amount budgeted, subject to approval by the appropriate official or Governing Board.

(3) The specifications, the proposal thereon by the Contractor, which are incorporated herein by reference, the performance and payment bond on the part of the Contractor, the invitation to bid, the instructions to bidders, the bid form, and any addenda, copies of which are attached hereto and made a part hereof, shall constitute the contract between the parties as though fully written herein.

(4) Equal Employment Opportunity / ADA: The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, political affiliation, gender, age or disability. The contractor shall comply with all applicable laws and regulations regarding the American with Disabilities Act (www.ADA.gov) as amended from time to time and all rules and regulations promulgated thereunder and other laws and regulations pertaining to equal employment. The Contractor hereby agrees to indemnify the Owner from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of the contractor, its subcontractors, agents, successors, assigns, officers or employees to comply with the provisions of the ADA or rules and regulations promulgated thereunder. The Contractor agrees to act affirmatively in its employment and promotion practices, and in the general treatment of its employees.

(5) The Contractor hereby releases and forever discharges the City, its agents, officers, officials, and employees, from any and all claims, demands, expenses, costs and liabilities of any kind or nature directly or indirectly related to any personal injury and/or property damage arising out of the performance of the Service, except those claims that result from the sole negligence of the City or a City employee acting within the scope of the employment. The Contractor shall indemnify, defend and hold harmless the City, its agents officers, officials, and employees from and against any and all claims, demands expenses, costs and liabilities of any kind or nature, directly or indirectly caused by, arising out of, or related to the intentional, negligent or reckless acts or omissions of the Contractor, and its agents or employees, in the performance of these services.

CONSTRUCTION CONTRACT (Page 2)

(6) Time is of the essence of this Contract: CONTRACTOR acknowledges that the OWNER will suffer significant damages if CONTRACTOR fails to achieve Final Completion within the time limits stated in the Proposal, but that such damage would be difficult to quantify precisely. Thus, CONTRACTOR, agrees to pay the OWNER, and the OWNER may retain from amounts otherwise due CONTRACTOR, as liquidated damages and not as a penalty the sum of \$____ for each calendar day that Completion is delayed beyond the time specified in the Proposal.

(7) The Contractor agrees to subcontract__ % of this contract with certified minority owned business firms and __% with certified women owned firms.

(8) Suspension and Debarment; Contractor hereby certifies that neither it, nor its agents or subcontractors: (1) are presently debarred, suspended, proposed for suspension or debarment from contracting by any Federal or State Department or Agency, or (2) have been declared ineligible or voluntarily excluded from contracting by or with any Federal or State Department or Agency. Any contract entered into with a contractor or subcontractor that has been debarred or suspended, declared ineligible or voluntarily excluded from contracting with or by any Federal or State Department or Agency may be terminated at the sole discretion of the City.

(9) E-Verify Compliance; Per N.C.G.S. 143-133.3 "E-VERIFY. CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the CONTRACTOR utilizes a subcontractor, the CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes."

(10) Iran Divestment Act; Provider hereby certifies that it is not on the North Carolina State Treasurer's list of persons engaging in business activities in Iran, prepared pursuant to NCGS § G.S. 147-86.58, nor will Provider utilize on this agreement any subcontractor on such list.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives and signed under seal effective as of the date first written above.

CITY OF WINSTON-SALEM

ATTEST:

_____(SEAL) By: _____(SEAL)
Sandra Keeney, City Secretary Lee Garrity, City Manager

This instrument has been preaudited in the
Manner required by the Local Government
And Fiscal Control Act.

Approved as to form and legality

This the ___ day of _____, 20__

This the ___ day of _____, 20__

By: _____
Angela I. Carmon, City Attorney

By: _____
Lisa Saunders, Chief Financial Officer

ATTEST:

BUSINESS NAME

By: _____(SEAL) By: _____(SEAL)
Secretary Signature

Print or Type Name / Title
(Corp Secretary or Officer)

Print or Type Name / Title

PERFORMANCE BOND

NORTH CAROLINA)

FORSYTH COUNTY)

KNOWN ALL MEN BY THESE PRESENT that we _____, incorporated under the laws of North Carolina, having its principal office at _____, hereinafter called the Principal and _____, incorporated under the laws of the State of _____, and having its office at _____ hereinafter called the Surety, are held and firmly bound unto the City of Winston-Salem, North Carolina (hereinafter "City") and/or the City/County Utility Commission (hereinafter "Commission") if said contract was approved by the Commission in the estimated amount of _____ **Dollars and** ___/100 (\$ _____), lawful money of the United States, to be paid to the City or its successors or assigns or to the Commission, if so authorized, to which payment well and truly to be made we, the Principal and Surety, bind ourselves and our successors, heirs, executors, administrators, and jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas, the Principal entered into a certain contract with the City above named, bearing date of _____, whereby the Principal has agreed to the construction of the _____, in said City and to perform other work as specified in said contract, which contract is by reference incorporated herein.

NOW, THEREFORE the conditions of this obligation are such that (1) if the Principal shall well and truly perform and fulfill all of the undertakings, covenants, terms and conditions and agreements of this contract during the original term of said contract and any extensions thereof that may be granted by the City and/or Commission, with or without notice to the Surety, and during the life of any guaranty required under contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue; and the Principal shall satisfy all claims and demands incurred from the same, and shall fully indemnify and hold harmless the City, its agents, employees and officers from all cost and damages which it may suffer by reason of failure to do so, and shall fully reimburse and repay the City and/or Commission for all outlay and expenses which it may incur in making good any default, (2) and the Principal shall pay for all labor done on, and materials and supplies furnished for said work, (3) and the Principal shall pay all damages, either to person or property, which any person may sustain on account of defective or unsafe performance of the contract, caused by the negligence, wrongful acts or violation of law, on the part of the Principal, or its agents or servants, and shall indemnify and hold harmless the said City, its agents, employees and officers from all claims, damages or liability, caused by such defective or unsafe performance of the contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect; provided that any alterations which may be made in the terms of the contract and the work to be done under it, or the giving of the City and/or Commission of any extension of time for the performance of the contract, or any other forbearance on the part of either the City and/or Commission or the Principal to the other, shall in no way release the Principal or Surety or either of them, their successors and assigns, from liability hereunder. Notice of the Surety of any such alteration, extension or forbearance, being expressly waived.

PERFORMANCE BOND

Page 2

It is further agreed that the Surety has been duly licensed by the Insurance Commissioner to do business in this State as a Fidelity Insurance Company; that it has complied with the laws of the State relative to Fidelity Insurance Companies.

It is further agreed that neither the insolvency, adjudication of bankruptcy, nor discharge in bankruptcy of the Principal shall in any way discharge or impair the obligation herein undertaken by the Surety, and notwithstanding the discharge of the Principal by operation of law in such cases, the Surety shall remain bound by this undertaking.

IN WITNESS WHEREOF, the PRINCIPAL and SURETY have executed this instrument under their several seals on the day of _____, 20____, 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.

Attest:

Business Name

Secretary

By _____
President Principal

North Carolina Resident Surety Agent

Name of Surety Company

North Carolina Address

By _____
Authorized Signature

PAYMENT BOND

FORSYTH COUNTY)

NORTH CAROLINA)

KNOWN ALL MEN BY THESE PRESENT, That we _____, incorporated under the laws of North Carolina, having its principal office at _____, hereinafter called the Principal and _____, incorporated under the laws of the State of _____, and having its office at _____, hereinafter called the Surety, are held and firmly bound unto the City of Winston-Salem, North Carolina (hereinafter "City") and/or the City/County Utility Commission (hereinafter "Commission") if the contract was approved by the Commission in the estimated amount of **Dollars and ___/100** (\$_____), lawful money of the United States, to be paid to the City, its successors or assigns or the Commission, if so authorized, to which payment well and truly to be made we, the Principal and Surety, bind ourselves and our successors, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has entered into a certain contract with the City and/or Commission above named, bearing date of _____, whereby the Principal has agreed to the construction of the _____, in said City and to perform other work as specified in said contract, which contract is by reference incorporated herein.

NOW, THEREFORE, the principal shall promptly make payment to all persons supplying labor and materials 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. Action may be brought on this bond under Article 3, Section 44A of the General Statutes of the State of North Carolina and may be brought in the name of the person aggrieved.

It is further agreed that the Surety has been duly licensed by the Insurance Commissioner to do business in this State as a Fidelity Insurance Company; that it has complied with the laws of the State relative to Fidelity Insurance Companies.

It is further agreed that neither the insolvency, adjudication of bankruptcy, nor discharge in bankruptcy of the Principal shall in any way discharge or impair the obligation herein undertaken by the Surety, and notwithstanding the discharge of the Principal by operation of law in such cases, the Surety shall remain bound by this undertaking.

IN WITNESS WHEREOF, the PRINCIPAL and SURETY have executed this instrument under their several seals on the ____ day of _____, 20____, 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.

	Business Name	(SEAL)
Attest		
_____	By _____	
Secretary	President Principal	
North Carolina Resident Surety Agent	Name of Surety Company	
_____	_____	
_____	By _____	
North Carolina Address	Authorized Signature	

**Contractor's Affidavit
Release and Waiver of Claims**

State of _____ County of _____

(Name)

(Title)

(Contractor)

being first duly sworn, deposes and says that:

1. The undersigned is authorized to execute this Affidavit, Release and Waiver of Claims on behalf of the Contractor and has personal knowledge of all facts set forth herein.
2. This Affidavit, Release and Waiver of Claims is made concerning the construction of the following project: _____
3. All payrolls, material bills, sales tax, social security tax, state and federal unemployment insurance and all other liabilities and taxes owed by the Contractor and arising in any manner from the above-described project have been paid in full.
4. No claim or lien exists in favor of any supplier of materials or labor or in favor of any subcontractor furnishing materials or labor on the above-described project.
5. Notwithstanding the foregoing, if the City of Winston-Salem or property of the City of Winston-Salem is subject to any claim or lien which arises in any manner from the failure of the Contractor to pay any liability described above, the Contractor will indemnify, defend and hold the City of Winston-Salem harmless for any amount which the City of Winston-Salem is required to pay to discharge such lien or settle such claim and further will pay the City of Winston-Salem's expenses, costs and attorney fees incurred in connection therewith.
6. All claims, suits and proceedings of every name, description or nature arising out of the above project against the City of Winston-Salem, its officers, employees and agents, have been settled.
7. The Contractor releases and waives any and all claims of every type and description, known and unknown, which the Contractor may have against the City of Winston-Salem arising in any manner from the construction of the above-described project.
8. This Contractor's Release and Waiver of Claims shall become effective upon receipt of final payment by the Contractor.

Sworn and Subscribed Before Me _____

this _____ day of _____, 20 _____

Notary Public _____ Title

My Commission Expires: _____ Date

WARRANTY

1. Scope

Warranties in this document are in addition to any statutory remedies or warranties imposed on the Contractor. The Contractor expressly warrants and guarantees to the City that all work performed under this Contract is constructed in strict accordance with the project specifications and is free from all defects in materials and workmanship for one (1) year from the date indicated on the Final Inspection Memorandum. A copy of the Final Inspection Memorandum, including the date of expiration of the one (1) year warranty, shall be sent to the Contractor. During the warranty period, the Contractor further expressly warrants and guarantees to the City that all work performed on this Contract and materials incorporated shall maintain structural and functional integrity, normal wear and tear excepted.

2. Notification of Defect

Should the City detect a defect within the warranty period, it shall notify the Contractor or its representative. Within ten (10) working days after receipt of notification, the Contractor shall inspect the defect and make provisions for repair as set forth in Section 3, Repair Provisions.

3. Repair Provisions

When warranty repairs are required, the City and the Contractor shall agree, within fifteen (15) working days after notification to the Contractor of the defect, on the most appropriate course of the repairs and the exact scope of the repairs to be performed under the warranty. If no agreement is obtained within ten (10) days of the fifteen (15) day period (total of 25 days), the City shall have the right to make the repairs with City forces or an independent Contractor of the City's choice and bill the Contractor for the cost of repairs, pursuant to the provisions contained in Section 5 of this document.

The Contractor agrees to provide at its own expense all parts, materials, supplies, labor and equipment necessary to complete all warranty repairs.

4. Hazardous Defects

Notwithstanding the provisions contained in Sections 2 and 3, if the defect, in the opinion of the City, constitutes a hazard or safety problem, the City shall have the right to make the necessary repairs at any time with City forces or an independent Contractor of the City's choice. The Contractor shall be billed pursuant to the provisions contained in Section 5 of this document.

5. Reimbursement for Repairs Made by the City

The Contractor agrees to reimburse the City within thirty (30) days of receipt of the bill for all costs incurred by the City in making warranty-covered repairs. The City's costs for making repairs shall include the actual costs of the repairs plus an administrative charge of twenty percent (20%) of the actual costs. The Contractor agrees to pay all expenses, including reasonable attorney's fees, incurred by the City in enforcing collection of amounts due under this Section.

Contractor Business Name

ATTESTED: Sign _____

Witness _____ Print _____

Title _____ Title _____

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

Notary Public _____

My Commission Expires _____

THIS IS A SAMPLE DOCUMENT FOR REFERENCE ONLY

Exhibit A

Project/Bid Description: Contract for
Bidder's Company Name: _____
City/State: _____

WORKFORCE DEMOGRAPHICS

Gender		Race/Ethnic Identification					Total
Male	Female	White	African-American	Hispanic	Asian	Native-American	
_____	_____	_____	_____	_____	_____	_____	0
% of Total		_____	_____	_____	_____	_____	_____

Prepared by:

Name of Preparer _____

(Print or Type)

(Signature)

(Title)

Phone Number: _____

Email Address _____

The above demographic data is provided to reflect generally the company's efforts to achieve diversity in the workplace in compliance with the applicable equal employment opportunity laws; however, this information is not dispositive of such and may not be used as the basis for awarding or rejecting a bid contract.