



Heritage Trail Project

Matthews Parks, Recreation and Cultural Resource Department
100 McDowell Street
Matthews, NC 28105

REQUEST FOR PROPOSALS

TOWN OF MATTHEWS HERITAGE TRAIL PROJECT

Issued: OCTOBER 9, 2019

Submission Deadline: 5:00PM, NOVEMBER 8, 2019

INTRODUCTION

The Crestdale Community is considered one of the oldest African American community in the state of North Carolina. The Town of Matthews and the Crestdale Community, has seen many changes in recent decades. Multiple efforts have been made by citizens in the community and the Town of Matthews, to preserve this piece of local history.

A series of locational points have been identified within the Crestdale Community. These points of interest are opportunities to recognize the history of Crestdale as part of a walking/biking trail. The trail will also have a transportation element, serving as a bike / pedestrian connection to destination points, such as Downtown Matthews and the Mecklenburg County Regional Sportsplex.

The Town of Matthews seeks bids from qualified, experienced trail builders to design and construct a combined natural / paved surface trail, creating the described Heritage Trail. Maps and descriptions of the proposed alignment and trail area are included.

QUALIFICATIONS

Bidders must demonstrate previous experience in constructing pedestrian trails, similar in size and scope to this project. Bidders must submit along with their bid proposal:

- A minimum of 3 references for contracts similar or greater in size and scope to the proposed project
- Photos from 3 completed projects similar in scope to the proposed project

PROJECT DESCRIPTION

The Heritage Trail project extends approximately 7,000' in length. Approximately 3500' of existing sidewalk and roadway will be incorporated along with approximately 3500' of constructed trail surfacing. Ideal trail width will be 12' in most areas (10' trail, 1' shoulder on each side). Site constraints will reduce the width in some areas. Minor grading is needed for the entire length of constructed trail. Selective tree and vegetation removal is needed in identified areas. In effort to preserve larger caliber trees, some sections of trail construction may include a design-build element to install the trail in heavily wooded areas.

OWNER INFORMATION

Owner: Town of Matthews
232 Matthews Station Street, Matthews, NC 28105

Owner Representative: Corey King
Director - Parks, Recreation & Cultural Resource Department
100 McDowell Street, Matthews, NC 28105

Town of Matthews Heritage Trail Project

RFP ACKNOWLEDGEMENT

Town of Matthews Heritage Trail Project

The vendor hereby certifies receipt of the above Town of Matthews, North Carolina Request for Proposal (RFP). Upon receipt of this RFP, this form should be completed and submitted in time **for the TOWN to receive on or before October 18, 2019**. Please email this completed form to Corey King - cking@matthewsnc.gov

Authorized Representative Name (Print): _____

Authorized Representative Signature: _____

Authorized Representative Title: _____

Company Name: _____

Company Address: _____

Contact E-mail Address: _____

Contact Phone #: _____

Please check the appropriate space provided below, and provide the requested information:

- We plan to submit a Proposal to this RFP.
- We **do not plan** to submit a Proposal to this RFP. Please assist the Town in understanding why your company has chosen not to participate:

Town of Matthews Heritage Trail Project

PROJECT SUMMARY

1. Task Description

- a. Work will consist of clearing, grubbing, staking, layout, erosion control, minor earthwork, and ancillary work illustrated in the project specifications
- b. Contractor will construct a gravel surface pedestrian trail along the defined "Matthews Heritage Trail" corridor.

2. Constraints on the Contractor

- a. Property Access
 - i. Contractor must operate within the designated easement or right of way along the entire trail length of the project; options may be available if additional space is needed for staging equipment.
 - ii. Limit use of premises to areas within the project limits indicated. Do not disturb portions of project site beyond areas in which the work is indicated.
 1. Driveways and Entrances: Keep driveways and entrances serving site clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
- b. Work Restrictions
 - i. On-Site Work Hours: Work shall be generally performed during normal business working hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, except otherwise indicated.
 1. Construction of (1) pedestrian median refuge may require completion during night hours.
 2. Weekend Hours: Comply with Town of Matthews noise ordinance
 3. Early Morning Hours: Comply with Town of Matthews noise ordinance
- c. Worksite Conditions
 - i. Wooded/heavy vegetation in multiple areas, potential landscape and topography challenges
 - ii. Work will be performed in close proximity to an active railroad line; likelihood of train cars passing while working
 - iii. Traffic control may be required as a responsibility of the contractor for construction of (1) pedestrian median refuge
- d. Existing Utilities
 - i. The owners of utilities in this project are, but are not limited to:
 1. Gas- Piedmont Natural Gas
 2. Water- Charlotte Water
 3. Sanitary Sewer- Charlotte Water
 4. Electrical- Duke Energy
 5. Communications- Windstream, Spirit
 - ii. The Contractor shall adhere to the provisions of *Underground Utility Safety and Damage Protection Act, NCGS 87-115 through NCGS 87-130*. To assist the Contractor and utility owners in meeting the requirements of this law, there is a "one call system" called "NC811." Most major utilities with underground facilities in the State subscribe to this service. For calls originating within North Carolina, the telephone number is 811. For calls originating outside North Carolina, the number is 1-800-632-4949. Charlotte Water's (formally CMUD) telephone number is 311. The Contractor shall include the cost of any coordination and cooperation of utilities in the bid. No additional compensation shall be allowed for delays or inconveniences sustained by the Contractor due to utility relocation or adjustments. No additional payment will be made for re-mobilization required by the utility's failure to relocate utility at the request of the Contractor.
- e. Ordinances:
 - i. Approval by the Town of Matthews may be required prior to removal of any tree greater than 6" in diameter

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- f. Personnel Requirements:
 - i. Davis – Bacon Labor Standards; Compliance with Federal Labor Standards administration, enforcement and reporting
 - ii. Contractor Identification - Uniforms are required for all employees of the contractor and sub-contractors working on the project. Minimal uniform consists of T-shirt, jacket, coveralls, or smock with contractor’s name prominently displayed.

- 3. Permits and Inspections
 - a. The Owner has applied for and received approval from the following local and state authorities. The Contractor shall remain responsible for any other required permits and regulatory approvals.
 - i. NCDEQ – Sedimentation and Erosion Control
 - b. The Contractor is responsible for arranging all utility locate services

Town of Matthews Heritage Trail Project

INVITATION TO BID

Pursuant to Section 143-131 of the General Statutes of North Carolina, informal bids will be received at or before **5:00 PM on November 8, 2019** in the Matthews Community Center, 100 McDowell Street, Matthews, NC 28105, ATTN: Corey King OR via email to the Owner: cking@matthewsnc.gov. A public bid opening will begin at **9:00 AM on November 12, 2019**, in the Matthews Community Center, 100 McDowell Street, Matthews NC 28105

A complete electronic set of plans and specifications for this project can be obtained from the Owner, beginning October 9, 2019, between hours of 9AM – 5PM. A plan deposit is not required.

A pre-bid meeting will be held on October 21, 2019 from 9AM – 11AM at the Matthews Community Center, 100 McDowell Street, Matthews, NC. All questions should be submitted in written form by **5:00PM, November 4, 2019**. All answers and clarification will be posted as addendums to the Heritage Trail Project Request for Bid document on the Town of Matthews website (matthewsnc.gov; business; bids & RFPs). Submit questions in written form to:

Corey King, 100 McDowell Street, Matthews, NC 28105
Email: cking@matthewsnc.gov (preferred)

The bidder shall identify on its bid proposal, the minority business participant it will use on the project (*Identification of Minority Business Participation form*) and shall include either *Affidavit A* or *Affidavit B* as applicable. Forms and instructions are included within the Proposal Form in the bid documents. Failure to complete these forms is grounds for rejection of the bid. (GS143-128.2c Effective 1/1/2002.)

All contractors are hereby notified that they must have proper license as required under the state laws governing their respective trades.

General contractors are notified that Chapter 87, Article 1, General Statutes of North Carolina, will be observed in receiving and awarding general contracts. General contractors submitting bids on this project must have the appropriate license classification for the work described herein.

This project will be constructed under a SINGLE PRIME CONTRACT. Under GS 87-1, a contractor that superintends or manages construction of any building, highway, public utility, grading, structure or improvement shall be deemed a “general contractor” and shall be so licensed. Therefore a single prime project that involves other trades will require the single prime contractor to hold a proper General Contractors license.

This is a federally-assisted project through Mecklenburg County’s Community Development Block Grant Program (CDBG) and Davis-Bacon (DBA) requirements will be strictly enforced. Federal Labor Standards provisions HUD-4010 will be incorporated into the successful bidder’s contract. Details regarding Federal Labor Standards provisions HUD-4010 are included within this bid package. Contractors, including all subcontractors and apprentices, must be eligible to participate. A Preliminary Federal Wage Determination # NC 190088 is incorporated herein. Said Wage Determination is subject to change up to the lock-in date.” Additionally, bidders on this work will be required to comply with the President’s Executive Order No. 11246 & Order No. 11375 which prohibits discrimination in employment regarding race, creed, color, sex, or national origin. Bidders must comply with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, the Contract Work Hours and Safety Standards Act, and 40 CFR 33.240.

References and background material may be required for all subcontractors that the bidder plans to use for tasks described within the proposal

A Bid Bond or a certified check shall be filed with each bid equivalent to 5% of the bid price as assurance that the bidder will, upon acceptance of their bid, execute such contractual documents as may be required within the time specified.

A performance bond will be required for one hundred percent (100%) of the contract price.

Payment will be made based on ninety-five percent (95%) of monthly estimates and final payment made upon completion and acceptance of work.

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No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of 60 days.

Bids will be opened publically; Matthews reserves the unqualified right to reject any and all proposals

Late proposals will not be accepted

BID PROPOSAL DOCUMENT REVIEW SCHEDULE

Release of Bid information: October 9, 2019

Pre-Bid Meeting: 9:00 AM, October 21, 2019
Matthews Community Center, 100 McDowell St., Matthews, NC 28105

Bidder Questions Due: 5:00PM, November 4, 2019

Bid Submission Deadline: 5:00PM, November 8, 2019

Public Bid Opening: 9:00 AM, November 12, 2019
Matthews Community Center, 100 McDowell St., Matthews, NC 28105

INSTRUCTIONS TO BIDDERS

DEFINITIONS

1. Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Invitation to Bid, Instructions to Bidders, the bid proposal form, and other sample bidding and contract forms, drawings, specifications and all addenda issued prior to execution of the Contract.
2. Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.
3. Addenda are written or graphic instruments issued by the Owner prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
4. A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
5. The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.
6. An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
7. A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
8. A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.
9. A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

BIDDER REPRESENTATIONS: The Bidder by making a Bid represents that:

1. The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.
2. The Bid is made in compliance with the Bidding Documents.

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3. The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.
4. The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

BIDDING DOCUMENT

1. Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids.
The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.
2. Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.
3. Bidders shall use complete sets of Bidding Documents in preparing Bids; The Owner does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
4. The Owner may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.
5. The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Owner errors, inconsistencies or ambiguities discovered.
6. Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Owner at least ten days prior to the date for receipt of Bids.
7. Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.
8. The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
9. No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Owner at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Owner's decision of approval or disapproval of a proposed substitution shall be final.
10. If the Owner approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.
11. No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

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12. Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.
13. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
14. Addenda will be issued no later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.
15. Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid. 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.

BIDDING PROCEDURES: Preparation Of Bids

1. Bids shall be submitted on the forms included within the Bidding Documents.
2. All blanks on the bid form shall be legibly executed in a non-erasable medium.
3. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.
4. Interlineations, alterations and erasures must be initialed by the signer of the Bid.
5. All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."
6. Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.
7. Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

SUBMISSION OF BIDS

1. Acceptable forms of submittal include electronic or delivered hard copy. All paper copies of the Bid and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address. Electronic versions must be submitted in PDF format, and included as an attachment in an email.
2. A Bid Bond or a certified check shall be filed with each bid equivalent to 5% of the bid price as assurance that the bidder will, upon acceptance of their bid, execute such contractual documents as may be required within the time specified.
3. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.
4. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
5. Oral, mailed, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

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MODIFICATION OR WITHDRAWAL OF BID

1. A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.
2. Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.
3. Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

CONSIDERATION OF BIDS

1. Opening of Bids: Properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.
2. Rejection of Bids: The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.
3. Acceptance of Bid (Award): It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.
4. The Owner shall have the right to accept Alternates, Allowances, Unit Prices, and Contingencies listed on the bid form in any order or combination, and to determine the lowest responsive bidder unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid, Alternates, Allowances, Unit Prices, and Contingencies accepted.

POST BID INFORMATION

1. Contractor's Qualification Statement: Bidders to whom award of a Contract is under consideration shall submit to the Owner, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.
2. Owner Financial Capability: Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

SUBMITTALS

1. The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner in writing:
 - .1 a designation of the Work to be performed with the Bidder's own forces;
 - .2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
 - .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.
2. The Bidder will be required to establish to the satisfaction of the Owner, the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.
3. Prior to the execution of the Contract, the Owner will notify the Bidder in writing if the Owner, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the

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Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

4. Persons and entities proposed by the Bidder and to whom the Owner has made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner.

PERFORMANCE BOND AND PAYMENT BOND

Bond Requirements

1. The Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources. The cost of such bonds shall be included in the Bid.

TIME OF DELIVERY AND FORM BONDS

1. The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this section.
2. Bonds shall be written in the amount of the Contract Sum.
3. Bonds shall be dated on or after the date of the Contract.
4. The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

MINORITY BUSINESS PARTICIPATION

1. The Owner has set a verifiable goal of ten percent (10%) participation by Minority Business Participation for the construction contract.
2. The Bidder shall comply the State of North Carolina Historically Underutilized Business Program requirements in solicitation and preparation of their bid. Noncompliance with this program shall be grounds for declaring a bidder non-responsive.
3. The Bidder shall submit the following properly executed forms with their bid:
 - Identification of Minority Business Participation
 - Affidavit A – Listing of Good Faith Efforts
 - Affidavit B - Intent to Perform Contract with Own Workforce
4. Bidders to whom award of a Contract is under consideration shall submit to the Owner the following properly executed forms not later than seven days following the date of bid opening:
 - Affidavit C – Portion of Work to be Performed by Minority Firms
 - Affidavit D – Good Faith Efforts

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written as a Standard Form of Agreement between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

BID PROPOSAL FORM

TOWN OF MATTHEWS TRAIL PROJECT: HERITAGE TRAIL

Single Prime Contract Bidder: _____

Bid Date: _____

To: Town of Matthews
232 Matthews Station Street
Matthews, NC 28105

The undersigned Bidder, having carefully investigated the existing conditions at the project site, and having thoroughly familiarized themselves with the specifications outlined as part of the Heritage Trail Project hereby proposes to provide all necessary labor, equipment, materials, services, etc. to complete construction of the Heritage Trail Project. While every effort was made to provide accurate information, contractors shall not base bids on these estimated quantities as there is no guarantee made for accuracy. Contractors must visit the work areas and reference the construction plans and specifications to determine actual quantities for use in calculating the LUMP SUM BID amount. Change orders for additional materials to complete the work shown in the bid documents will not be approved as this project is lump sum guaranteed maximum price.

Base Bid: _____ Dollars _____

General Contingency _____ Dollars _____ (5% of base bid)

Total bid is sum all work in accordance with the aforementioned project specifications, including General Contingency.

Total Bid _____ Dollars \$ _____

ADD/ALTERNATE ITEMS:

- 1. Gravel Trail Surfacing: (Alternate A)
6" Compact ABC Base _____ Dollars \$ _____
- 2. US 74 Curb Ramp: _____ Dollars \$ _____
- 3. Asphalt Trail Surfacing:
4" Compact ABC Base _____ Dollars \$ _____
- 4. Gravel Trail Surfacing:
4" Compact ABC Base _____ Dollars \$ _____

The following documents are attached to and made a part of this Bid

- 1. Certificate of Insurance
- 2. Minority Business Contract Provisions
- 3. Federal Wage Worksheet

UNIT COST FORM

PROJECT SPECIFICATION SHEET

UNIT KEY:

SY = Square Yard

EA = Each, item sold per individual unit

AC = Acre

LF = Linear Feet

TBD = Amount to be determined on site

LS = Lump Sum to complete task

ITEM DESCRIPTIONS

CLEARING AND GRUBBING

Description: This item shall consist of clearing and grubbing, including the disposal of materials, for all areas within the limits designated on the plans or as required by the Engineer. Extreme care shall be taken throughout the duration of the project around and near existing trees to be saved which shall be marked by the Town Arborist and tree bumpers and/or tree protection fencing shall be installed by the Contractor.

Clearing and grubbing shall consist of clearing the surface of the ground of the designated area of all trees, stumps, down timber, logs, snags, brush, undergrowth, hedges, debris, rubbish of any nature, natural obstructions, and such material which in the opinion of the Engineer is unsuitable; grubbing stumps, roots, matted roots, and foundations; and disposal of all spoil materials.

All spoil materials removed by clearing and grubbing shall be disposed of by removal to approved and fully permitted disposal areas. Stumps, buried logs, brush, and other unsatisfactory materials shall be removed. No burning shall be allowed.

GRADING

Description: Grading as needed to construct trail; Constructed trail surface should be graded to a 1% - 2% pitch towards downhill side

EROSION CONTROL

Description: Erosion control measures shall be installed per plan provided.

GEO-GRID MATERIAL

Description: Install geogrid material beneath gravel base of trail to reinforce and stabilize subgrade surface. Used for gravel trail surface option only.

PIPING

Description: Install 15' piping per plans to allow for pedestrian crossing across small tributaries/storm water swales

FENCING

Description: Install wooden, split rail fencing as shown on plans

PEDESTRIAN REFUGE

Description: This item shall consist of constructing pedestrian refuge islands per plan. Existing asphalt shall be sawcut to a clean edge. Monolithic portions of the island as shown on the plan shall conform to the standard detail provided. Curbed median portions of the island as shown on the plan shall conform to the curb and median standard details provided.

PEDESTRIAN CROSSING

Description: Install pedestrian crosswalks per plans; installing pedestrian crossing signs at identified locations, facing both traffic directions

CURB RAMP

Description: Install single NCDOT Curb Ramp 848.06 at the southeast corner of US 74 and Matthews-Mint Hill Rd to align with the ramp across US 74 as shown in the diagram; 5000 psi concrete required for ramp and curb Remove curb with a clean sawcut joint, 2' from signal wire cut; Night work required by NCDOT 7:00 pm - 6:00 am; NCDOT preconstruction meeting required.

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The undersigned further agrees that this proposal shall be valid for a period of sixty days from the date of receipt of the bids and that if this proposal is accepted by the Town within this period, the Bidder will execute the contract form and provide surety bonds as described in the Contract and required by North Carolina General Statutes.

The undersigned further agrees to begin the work promptly upon receipt of Notice to Proceed and to pursue the work with an adequate work force to complete the work as follows:

All work shall be complete and ready for final acceptance within 129 days from Notice to Proceed. Town of Matthews will award the project to the lowest qualified bidder.

The undersigned further agrees for each calendar day that any part of the work remains uncompleted after the contract time stipulated for final completion of the work, liquidated damages in the sum of \$500 per calendar day shall be set off or deducted from any monies due the Contractor or, if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor or from the surety or from both.

The undersigned acknowledges receipt of the following addenda which will be considered as part of the Contract Documents:

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

TOWN OF MATTHEWS TRAIL PROJECT: HERITAGE TRAIL

Bidding Organization Name: _____

Representative: _____
Printed Name Signature

Title: _____ Address: _____

Contractor's License Number: _____

Attest:

By: _____

Title: _____

The following major subcontractors are included in the base bid:

TASK	SUBCONTRACTING COMPANY NAME
_____	_____
_____	_____
_____	_____
_____	_____

APPENDIX A

CONTRACT INFORMATION

PROPOSED CONTRACT DETAILS

- 1. ADA Compliance:** Town of Matthews (Owner) will comply with the Americans with Disabilities Act (ADA) which prohibits discrimination on the basis of a disability. Town of Matthews (the Owner) will make reasonable accommodations in all programs to enable participation by an individual with a disability who meets essential eligibility requirements. Town of Matthews' programs will be available in the most integrated setting for each individual. If any accommodations are necessary for participation in any program or services, participants are encouraged to notify Town of Matthews' Staff.
- 2. Schedule:** the Vendor shall be responsible for defining (with Owner participation and input) the project schedule, and maintaining the sequence of tasks on time as to keep the project on schedule. If the Owner is not providing the information or proper support to complete the work as planned, the Vendor shall communicate this failing in writing to the Owner.
- 3. Indemnity & Insurance:** The Contractor shall indemnify and hold harmless the Owner, its agents and employees and assigns from and against all loss, cost, damages, expense and liability caused by an accident or other occurrence resulting in bodily injury, including death, sickness and disease to any person; or damage or destruction to property, real or personal; arising directly or indirectly from operations, products or services rendered under this Contract. The Contractor further agrees to purchase and maintain during the life of this Contract with an insurance company acceptable to the Owner authorized to do business in the State of North Carolina the following insurance:

Automobile: Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$2,000,000 each person, \$2,000,000 each occurrence bodily injury liability and \$2,000,000 each occurrence property damage liability.

Comprehensive General Liability: Bodily injury and property damage liability insurance as shall protect the Contractor and any Subcontractor performing Work under this Contract from claims of bodily injury or property damage which arise from operations of this Contract whether such operations be performed by the Contractor, any Subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury and property damage liability each occurrence/aggregate. This insurance shall include coverage for products/completed operations, and contractual liability assumed under the indemnity provision of this Contract. To be included in Comprehensive General Liability is the Broad Form Property Damage. On the policy, list "Town of Matthews" as an "Additional Insured."

Workman's Compensation & Occupational Disease Insurance: Meeting the statutory requirements of the State of North Carolina including employer's liability insurance for an amount of not less than \$500,000 for each accident, \$500,000 for disease each employee, and \$500,000 for policy limit.

Professional Errors & Omissions: Insurance with a limit of not less than \$1,000,000 per claim occurrence as shall protect the contractor and the contractor's employees for negligent acts, errors or omissions in performing the professional services under this contract.

Other Insurance Requirements: The Owner shall be exempt from and in no way liable for any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

Town of Matthews shall be named as an additional insured under the general and automobile liability insurance policies

Town of Matthews Heritage Trail Project

The contractor shall be responsible for notifying Town of Matthews of any material changes (including renewals) to or cancellation of the insurance coverages required above. Notice to Town of Matthews must be completed in writing within 48 hours of the changes.

Should any of the required insurance coverages be self-insured by the contractor, a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance shall be furnished to the owner.

If any part of the work under the Agreement is sublet, the **subcontractor shall be required to meet all insurance requirements** set forth in the Agreement. Nothing contained herein shall relieve the Contractor from meeting all insurance requirements or otherwise being responsible for the subcontractor.

Certificates of such insurance shall be furnished to the Owner and shall contain the provision that should any of the above described policies be cancelled before the expiration date thereof, the issuing insurance company will endeavor to mail thirty (30) days written notice to "Town of Matthews". The Contractor agrees to notify the Owner by telephone and by providing written notice within two (2) days after receipt of information that the insurance company either intends to amend or terminate a policy or has amended or terminated any insurance policy providing the coverage referred to above. Town of Matthews shall be indicated on the Insurance Certificate as an Additional Insured with respect to General Liability and Automobile Liability.

4. Advertisement of Project: The Vendor and/or any employees of the Vendor shall not use Town of Matthews' project for advertisement to promote the Vendor's businesses unless the following is met:

- a) Town of Matthews agrees to the extent the advertisement will be used
- b) Town of Matthews has the ability to review/recommend changes/approve the advertisement.

Community Development Block Grant (CDBG) Contract Provisions

1. Compliance with Executive Order 11246 - During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant because of race, creed, color, age, sex, handicap or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, sexual orientation, age, handicap or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitations or advertisements for employees, place by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, handicap or national origin.
 - c. The Contractor will send to each labor, Mecklenburg or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor Mecklenburg or worker's representatives of commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or a veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based upon their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor. No segregated facilities will be maintained as required by Title VI of Civil Rights Acts of 1964.
 - f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his book, records, time cards, and accounts by the administering agency and the Secretary of Labor for the purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - g. In the event of the Contractor's non-compliance with the non-discriminatory clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be canceled,

- terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further grantee contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11236 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order, of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
2. Section 110, Chapter 69, Title 42, Housing and Community Development Act of 1974 (42 USC 5310) provides that “All laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this chapter shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 USC 276a-276a-5): Provided that this section shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.”
 3. Davis-Bacon Act (DBA) (40 USC 276A-276A-5) provides that contracts in excess of \$2,000 to which the United States is a party for the construction, alteration, and/or repair, including painting and decorating of public buildings or public works, which involve the employment of laborers and/or mechanics, shall contain provisions with respect to minimum wages, fringe benefits, payments without deductions or rebates, withholding funds from contractors to ensure compliance with the wage provisions, and termination of the contract or debarment for failure to adhere to the required provisions.
 4. Contract Work Hours and Safety Standards Act (CWHSSA) (40 USC 327-333). CWHSSA provides that work in excess of 40 hours per week shall be compensated for at rates not less than one and one-half times the basic rate of pay. CWHSSA applies to both direct federal contracts and indirect federally-assisted contracts except where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA also applies to maintenance laborers and mechanics employed by public housing authorities.
 5. Copeland Act (Anti-Kickback Act) (40 USC 276c) makes it a criminal offense for any person to induce, by any manner whatsoever, any person employed in the construction, prosecution, completion, or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he/she is entitled under his contract of employment. The Act also requires contractors on covered projects to submit weekly a “Statement of Compliance” certifying that the contract has paid the required wages.

6. Fair Labor Standards Act of 1938, as Amended (FLSA), (29 USC 201, et.seq.) establishes minimum wage, overtime pay (40-hour workweek), recordkeeping, and child labor standards. When prevailing rates apply, in general all the above statutory provisions apply except to the rehabilitation of residential property only if such property contains no less than eight (8) units.
7. Audit, Inspection, and Retention of Records - The Contractor shall permit the Owner, Mecklenburg County, the U.S. Department of Housing and Urban Development, the U.S. Department of Labor, the Comptroller General of the United States, or any of their duly authorized representatives, to inspect and audit any books, documents, papers, and records of the Contractor which are directly pertinent to the Contractor's performance under this Contract until the expiration of three (3) years after the Owner makes final payment under this Contract and all other pending matters are closed. Failure of the Contractor to produce or have available these records may result in debarment.
8. Energy Efficiency - The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
9. Violation or Breach of Contract - If any party violates or breaches any term of this Contract, such violation or breach shall be deemed to constitute a default, and the other parties have the right to seek such administrative, contractual or legal remedies as may be suitable to the violation or breach; and, in addition, if any party, by reason of any default, fails within fifteen (15) days after notice thereof by another party to comply with the conditions of the Contract, the party having provided such notice may terminate this Contract.

10. Termination for Default or Convenience

- a. The Owner may terminate this Contract, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its costs, including Contract closeout costs and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to be paid to the Contractor. If the Contractor has any property in its possession belonging to the Owner, the Contractor will account for the same, and dispose of it in the manner the Owner directs. The parties agree that the Owner shall not be liable for the cost of the Contractor doing business, his overhead, or salaries if this Contract is terminated.
- b. If the Contractor fails to perform in the manner called for in this Contract, or if the Contractor fails to comply with any other provisions of this Contract, the Owner may terminate this Contract for default. Termination shall be effected by serving a "Notice of Termination" on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the Contract price for services performed in accordance with the manner of performance set forth in this Contract.
- c. In the event of a strike, fire, flood, or events which are not the fault of the Contractor, or events that make it impossible or impractical for the Contractor to complete said work on schedule, the Owner, after establishing a new performance schedule, may allow the Contractor to continue work, or may treat the said events as a termination for convenience.

11. Subcontracts

- a. The Contractor shall not subcontract any work to be performed under this Contract to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689,

"Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.

- b. The provisions enumerated herein (including Exhibits) shall be applied to and physically be made a part of any and all subcontracts entered into by the Contractor for the performance of any part of the work of this Contract. The Contractor shall notify the Owner and the Mecklenburg County in writing prior to executing such subcontracts so that a pre-construction conference may be scheduled with the subcontractor and Owner to review applicable contract provisions.

12. Section 3 Clause (Applicable if Contract amount exceeds \$100,000)

- a. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed too low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR part 135 regulations.
- c. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - g. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
13. Environmental Protection (Applicable if Contract amount exceeds \$100,000) - The Contractor shall comply with the applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

MINORITY BUSINESS CONTRACT PROVISIONS

MINORITY BUSINESS SUBCONTRACT GOALS:

The goals for participation by minority firms as subcontractors on this project have been set at 10%. The bidder must identify on its bid, the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit (Affidavit A) listing good faith efforts or affidavit (Affidavit B) of self-performance of work, if the bidder will perform work under contract by its own workforce, as required by G.S. 143-128.2(c) and G.S. 143-128.2(f). The lowest responsible, responsive bidder must provide Affidavit C, which includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal.

OR

Provide Affidavit D, which includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, with documentation of Good Faith Effort, if the percentage is not equal to the applicable goal.

OR

Provide Affidavit B, which includes sufficient information for the Owner to determine that the bidder does not customarily subcontract work on this type project. The above information must be provided as required. Failure to submit these documents is grounds for rejection of the bid.

MINIMUM COMPLIANCE REQUIREMENTS:

All written statements, affidavits or intentions made by the Bidder shall become a part of the agreement between the Contractor and the Owner for performance of this contract. Failure to comply with any of these statements, affidavits or intentions, or with the minority business guidelines shall constitute a breach of the contract. A finding by the Owner that any information submitted either prior to award of the contract or during the performance of the contract is inaccurate, false or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the Owner whether to terminate the contract for breach. In determining whether a contractor has made Good Faith Efforts, the Owner will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts.

Good Faith Efforts include:

- (1) Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed.
- (2) Making the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bid or proposals are due.
- (3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation.
- (4) Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.

Town of Matthews Heritage Trail Project

- (5) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors
- (6) Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- (7) Providing assistance to an otherwise qualified minority business 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. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- (8) Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- (9) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

APPENDIX B

AFFIDAVITS / FORMS

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of _____

(Name of Bidder)

Affidavit of _____

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

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

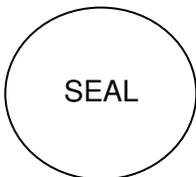
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of _____

Affidavit of _____

(Name of Bidder)

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

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

Bidder's Certification
Mecklenburg County
Community Development Block Grant Program

I/We hereby certify that:

1. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
2. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the County which would in any way be construed as unethical practice.
3. I/We comply with all current Federal, State and Local laws, statutes, rules, and regulations referencing equal opportunity employment practices.
4. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.
5. I/We understand that certain reporting requirements will be required to illustrate compliance with Federal regulations and ordinances attached to this project.

DATE: _____

BIDDER (COMPANY NAME): _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PRINT NAME/TITLE OF COMPANY OFFICIAL: _____

AUTHORIZED OFFICIAL SIGNATURE: _____

PHONE NUMBER: _____

INSTRUCTIONS: This form is to be included in Bid Packet for submittal with Bid.

Town of Matthews Heritage Trail Project

The insurance required by this provision shall be acquired by the Contractor for not less than the limits specified below:

CERTIFICATE OF INSURANCE

Company: _____ Date: _____

This is to certify to the Town of Matthews that on the above date the following described insurance policies issued by this company are in full force and effect.

Name of Insured: _____ Address: _____

Description of Work & Location: _____

Type of Insurance	Policy No.	Effective Date	Expiration Date	All Limits x 1000		
General Liability						
<input checked="" type="checkbox"/> Commercial General Liability				General Aggregate		\$2,000.00
<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrences				Personal & Advertising Injury		\$1,000.00
<input checked="" type="checkbox"/> Owners & Contractors Protective				Products - Comp/Ops Aggregate		\$2,000.00
_____				Each Occurrence		\$1,000.00
_____				Medical Expense (any one person)		\$5.00
Automobile Liability						
<input checked="" type="checkbox"/> Any Auto				CSL	\$1,000.00	
<input type="checkbox"/> All Owned Autos				Bodily Injury (per person)	\$	
<input type="checkbox"/> Scheduled Autos				Bodily Injury (per person)	\$	
<input type="checkbox"/> Hired Autos				Property Damage	\$	
<input type="checkbox"/> Non-Owned Autos						
<input type="checkbox"/> Garage Liability						
Excess Liability					Each Occurrence	Each Aggregate
<input checked="" type="checkbox"/> Umbrella					\$2,000.00	\$2,000.00
<input type="checkbox"/> Other Than Umbrella Form						
Workman's Compensation and Employer's Liability				Statutory		
				\$100.00		(each accident)
				\$500.00		(disease-policy limit)
				\$100.00		(disease-each employee)
Other						

Under General Liability Policy or Policies

- | | | | |
|----|--|-----|----|
| 1. | Is Products-Completed Operations coverage included? | Yes | No |
| 2. | Is Personal Injury (false arrest, libel, wrongful eviction, etc.) included? | Yes | No |
| 3. | Is Broad Form Property Damage coverage provided for on this project? | Yes | No |
| 4. | Is coverage for XC and U hazards included? | Yes | No |
| 5. | Is coverage provided for Contractual Liability (including indemnity provision) assumed by Insured? | Yes | No |

Cancellation/Expiration

The subscribing company hereby agrees that thirty (30) days written notice shall be given, via Registered Mail, to the Town of Matthews Public Works Department before any policy referred to herein is changed or canceled. The subscribing company also agrees that immediate notice shall be given to the Town of Matthews Engineering if any policy is not renewed by the Insured.

Insurance Company Authorized to do Business in North Carolina

Name of Agency

Signature of Authorized Representative

Date

Address of Agency

APPENDIX C

SECTION 3 INFORMATION

Section 3

What is Section 3?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods.

How does Section 3 promote self- sufficiency?

Section 3 is a starting point to obtain job training, employment and contracting opportunities. From this integral foundation coupled with other resources comes the opportunity for economic advancement and self-sufficiency.

- Federal, state and local programs
- Advocacy groups
- Community and faith-based organizations

How does Section 3 promote homeownership?

Section 3 is a starting point to homeownership. Once a Section 3 resident has obtained employment or contracting opportunities they have begun the first step to self-sufficiency.

Remember, "It doesn't have to be fields of dreams". Homeownership is achievable. For more information visit our HUD [website](#).

Who are Section 3 residents?

Section 3 residents are:

- Public housing residents or
- Persons who live in the area where a HUD-assisted project is located and who have a household income that falls below [HUD's income limits](#).

Determining Income Levels

- Low income is defined as 80% or below the median income of that area.
- Very low income is defined as 50% or below the median income of that area.

What is a Section 3 business concern?

A business that:

- Is 51 percent or more owned by Section 3 residents;
- Employs Section 3 residents for at least 30 percent of its full-time, permanent staff; or

- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25 percent or more of the dollar amount of the awarded contract.

What programs are covered?

Section 3 applies to HUD-funded Public and Indian Housing assistance for development, operating, and modernization expenditures.

Section 3 also applies to certain HUD-funded Housing and Community Development projects that complete housing rehabilitation, housing construction, and other public construction.

What types of economic opportunities are available under Section 3?

- Job training
- Employment
- Contracts

Any employment resulting from these expenditures, including administration, management, clerical support, and construction, is subject to compliance with Section 3.

Examples of Opportunities include:

- | | | |
|------------------------|-------------------------|-----------------------|
| • Accounting | • Electrical | • Marketing |
| • Architecture | • Elevator Construction | • Painting |
| • Appliance repair | • Engineering | • Payroll Photography |
| • Bookkeeping | • Fencing | • Plastering |
| • Bricklaying | • Florists | • Plumbing |
| • Carpentry | • Heating | • Printing Purchasing |
| • Carpet Installation | • Iron Works | • Research |
| • Catering | • Janitorial | • Surveying |
| • Cement/Masonry | • Landscaping | • Tile setting |
| • Computer/Information | • Machine Operation | • Transportation |
| • Demolition | • Manufacturing | • Word processing |
| • Drywall | | |

Who will award the economic opportunities?

Recipients of HUD financial assistance will award the economic opportunities. They and their contractors and subcontractors are required to provide, to the greatest extent feasible, economic opportunities consistent with existing Federal, State, and local laws and regulations.

Who receives priority under Section 3?

For training and employment:

- Persons in public and assisted housing
- Persons in the area where the HUD financial assistance is spent
- Participants in HUD Youthbuild programs
- Homeless persons

For contracting:

- Businesses that meet the definition of a Section 3 business concern

How can businesses find Section 3 residents to work for them?

Businesses can recruit Section 3 residents in public housing developments and in the neighborhoods where the HUD assistance is being spent. Effective ways of informing residents about available training and job opportunities are:

- Contacting resident organizations, local community development and employment agencies
- Distributing flyers
- Posting signs
- Placing ads in local newspapers

Are recipients, contractors, and subcontractors required to provide long-term employment opportunities, not simply seasonal or temporary employment?

Recipients are required, to the greatest extent feasible, to provide all types of employment opportunities to low and very low-income persons, including permanent employment and long-term jobs.

Recipients and contractors are encouraged to have Section 3 residents make up at least 30 percent of their permanent, full-time staff.

A Section 3 resident who has been employed for 3 years may no longer be counted towards meeting the 30 percent requirement. This encourages recipients to continue hiring Section 3 residents when employment opportunities are available.

What if it appears an entity is not complying with Section 3?

There is a complaint process. Section 3 residents, businesses, or a representative for either may file a complaint if it seems a recipient is violating Section 3 requirements are being on a HUD-funded project.

Will HUD require compliance?

Yes. HUD monitors the performance of contractors, reviews annual reports from recipients, and investigates complaints. HUD also examines employment and

contract records for evidence that recipients are training and employing Section 3 residents and awarding contracts to Section 3 businesses.

How can Section 3 residents or Section 3 business concerns allege Section 3 violations?

You can file a written complaint with your [local HUD Field Office](#).

A written complaint should contain:

- Name and address of the person filing the complaint
- Name and address of subject of complaint (HUD recipient, contractor or subcontractor)
- Description of acts or omissions in alleged violation of Section 3
- Statement of corrective action sought i.e. training, employment or contracts

Certificate of Contemplated Minority, Women, and Section 3 Business Utilization

The undersigned makes this affidavit with full knowledge that its contents will be used in the expenditure of funds provided by the United States Government. Under penalty of perjury, he/she hereby states:

Section 3 Status

I am the (owner, partner, officer, representative, or agent) of _____, the Bidder that has submitted the attached Bid; and whose business concern is:

- 51 percent or more owned by Section 3 residents; or
- Has permanent, full-time employees, at least 30 percent of whom are currently Section 3 residents, or were Section 3 residents within three (3) years of the date of first employment with the business concern; or
- None of the above; no Section 3 preference claimed.

Subcontractors

- I will be utilizing subcontractors or suppliers.
- I will *not* be utilizing subcontractors or suppliers.

If subcontractors or supplies will be utilized, please list all Minority, Women, and Section 3 firms or suppliers that were contacted or that will be utilized for this activity. Use additional sheets if necessary.

Subcontractor _____ MBE WBE Section 3

Address _____ Bid Amount _____

Trade or Supplier _____

Bid Accepted: Yes No If No, explain _____

Subcontractor _____ MBE WBE Section 3

Address _____ Bid Amount _____

Trade or Supplier _____

Bid Accepted: Yes No If No, explain _____

Subcontractor _____ MBE WBE Section 3
 Address _____ Bid Amount _____
 Trade or Supplier _____
 Bid Accepted: Yes No If No, explain _____

Section 3: Hiring of Additional Workers

- I will be hiring additional workers to complete this activity.
- I will *not* be hiring additional workers to complete this activity.

Listed below are the Section 3 employment opportunities which are herein incorporated and made part of the contract's bid documentation. If new positions will be filled, please complete:

Occupation	Needed	To Be Hired	Apprentices*	Trainees*
Carpenters				
Electricians				
Power Equipment Operations				
Ironworkers				
Laborers				
Plumbers/Pipefitters				
Masons				
Other:				
Other:				

Certification

In Witness Whereof, Contractor has executed his certificate this _____ day of _____, 20____.

Contractor Name _____

Federal ID _____ DUNS _____

Signature of Authorized Agent _____

Printed Name _____ Date _____

APPENDIX C

WAGE INFORMATION / FAIR LABOR STANDARDS

"General Decision Number: NC20190088 01/04/2019

Superseded General Decision Number: NC20180101

State: North Carolina

Construction Type: Highway

Counties: Alamance, Anson, Cabarrus, Chatham, Davie, Durham, Forsyth, Gaston, Guilford, Mecklenburg, Orange, Person, Randolph, Rockingham, Stokes, Union and Yadkin Counties in North Carolina.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts,

Concrete Grinder/Groover....\$ 17.92
 Crane Boom Trucks.....\$ 18.19
 Crane Other.....\$ 19.83
 Crane Rough/All-Terrain....\$ 19.10
 Drill Operator Rock.....\$ 14.28
 Drill Operator Structure...\$ 20.89
 Excavator Fine.....\$ 16.95
 Excavator Rough.....\$ 13.63
 Grader/Blade Fine.....\$ 19.84
 Grader/Blade Rough.....\$ 15.47
 Loader 2 Cubic Yards or
 Less.....\$ 13.31
 Loader Greater Than 2
 Cubic Yards.....\$ 16.19
 Material Transfer Vehicle
 (Shuttle Buggy).....\$ 15.44
 Mechanic.....\$ 17.51
 Milling Machine.....\$ 15.22
 Off-Road Hauler/Water
 Tanker.....\$ 11.83
 Oiler/Greaser.....\$ 14.16
 Pavement Marking Equipment..\$ 12.05
 Paver Asphalt.....\$ 15.97
 Paver Concrete.....\$ 18.20
 Roller Asphalt Breakdown...\$ 12.79
 Roller Asphalt Finish.....\$ 13.76
 Roller Other.....\$ 12.08
 Scraper Finish.....\$ 12.65
 Scraper Rough.....\$ 11.50
 Slip Form Machine.....\$ 19.60
 Tack Truck/Distributor
 Operator.....\$ 14.82

TRUCK DRIVER

GVWR of 26,000 or Less.....\$ 11.45
 GVWR of 26,001 Lbs or
 Greater.....\$ 13.57 .03

 WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
 for Federal Contractors applies to all contracts subject to the

Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing

the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Request for Proposal (RFP) Checklist for Bidders:

- Submit bid proposal to the OWNER by 5PM, November 8, 2019
- Email the RFP Acknowledgement Form using the contact information provided within the form by October 18, 2019
- Verify proposal includes all information requested and is organized as directed in the RFP. Failure to do so may result in the Town, at its sole discretion, deeming the proposal non-responsive to the requirements of this RFP.
- Submit all questions in written form (email to cking@matthewsnc.gov) by **5:00PM, November 4, 2019.**
- Include a minimum of 3 references for contracts similar or greater in size and scope to the proposed project
- Include photos from 3 completed projects similar in scope to the proposed project
- Include Bid Bond Payment (5% of base bid)

Verify all ***required forms*** have been completed in their entirety and are included with your proposal.

- RFP Acknowledgment Form
- Bid Proposal Form
- Unit Cost Form
- Completed Signature Page
- Identification of Minority Business Participation
- NC Affidavit A & B
- Bidder Certification
- Certificate of Insurance
- Certificate of Contemplated Minority, Women and Section 3 Utilization (if applicable)

Heritage Trail

Town of Matthews

232 Matthews Station St
Matthews, NC



Consultants

Landscape Architect



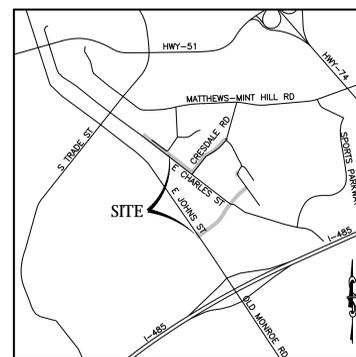
Civil Engineer



Schedule of Drawings

Civil/Landscape Architectural

- Cover Sheet
- C001 Surveys
- C002 Surveys
- C100 Conceptual Site Plan
- C101 Conceptual Site Plan and Details
- C300 Overall Erosion Control Plan
- C301 Erosion Control Plan Trail 'A'
- C302 Erosion Control Plan Trail 'B' and 'C'
- C500 Erosion Control Details
- C600 US 74 Curb Ramp Site Plan and Details

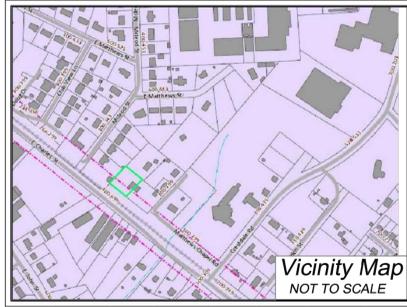


Vicinity Map



Issued for Bidding

Date of Issue: 09/03/19 Set No.: _____



UTILITY NOTES

THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR WAS NOT PROVIDED WITH UNDERGROUND PLANS TO DETERMINE THE LOCATION OF ANY SUBTERRANEAN USES. THIS SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN HEREON COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THERE IS NO CERTAINTY OF THE ACCURACY OF THE INFORMATION AND IT SHALL BE CONSIDERED IN THE LIGHT BY THOSE USING THIS SURVEY. UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS CONSULTANTS AND HIS CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THIS SURVEYOR IS NOT RESPONSIBLE FOR THE SUFFICIENCY OF THE UNDERGROUND UTILITY INFORMATION PROVIDED HEREON, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

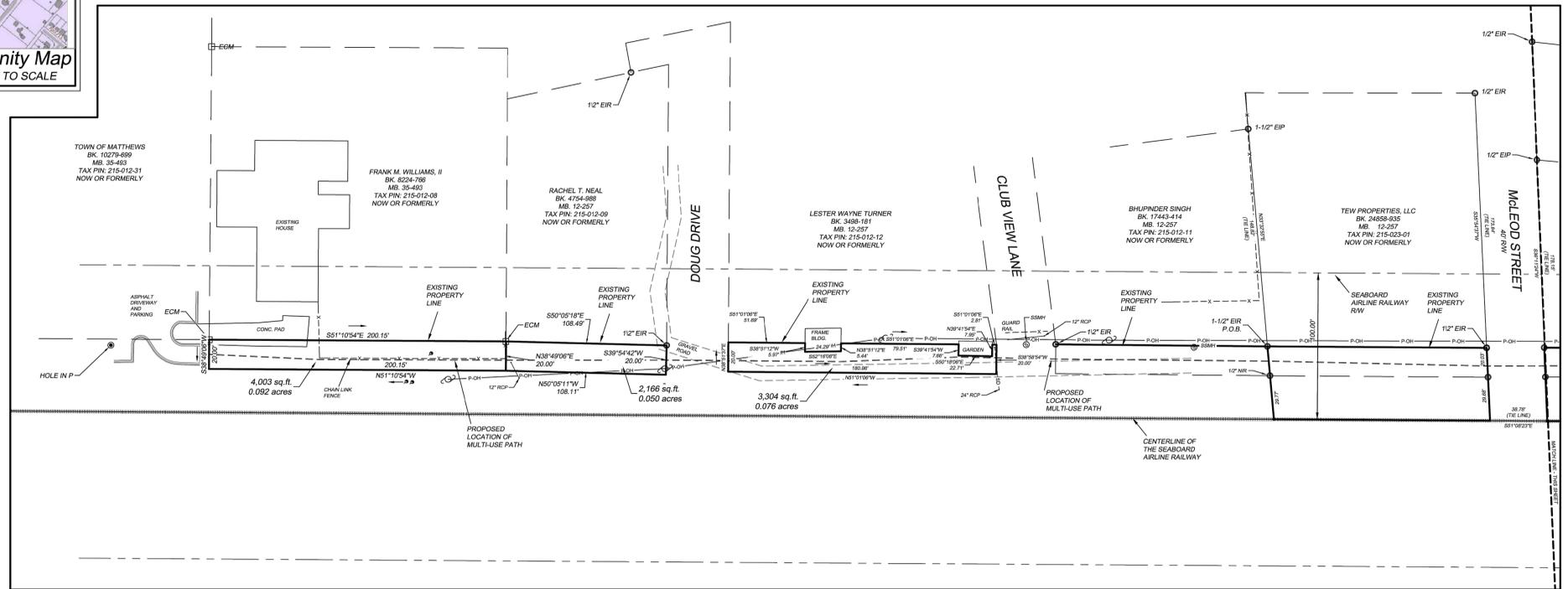
MISCELLANEOUS NOTES

DEED REFERENCE AS SHOWN.

ALL ADJOINER PROPERTY OWNER INFORMATION IS TAKEN FROM CURRENT DEEDS AND TAX RECORDS AND ARE CONSIDERED "NOW OR FORMERLY".

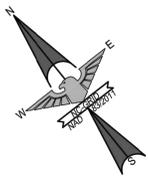
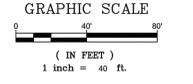
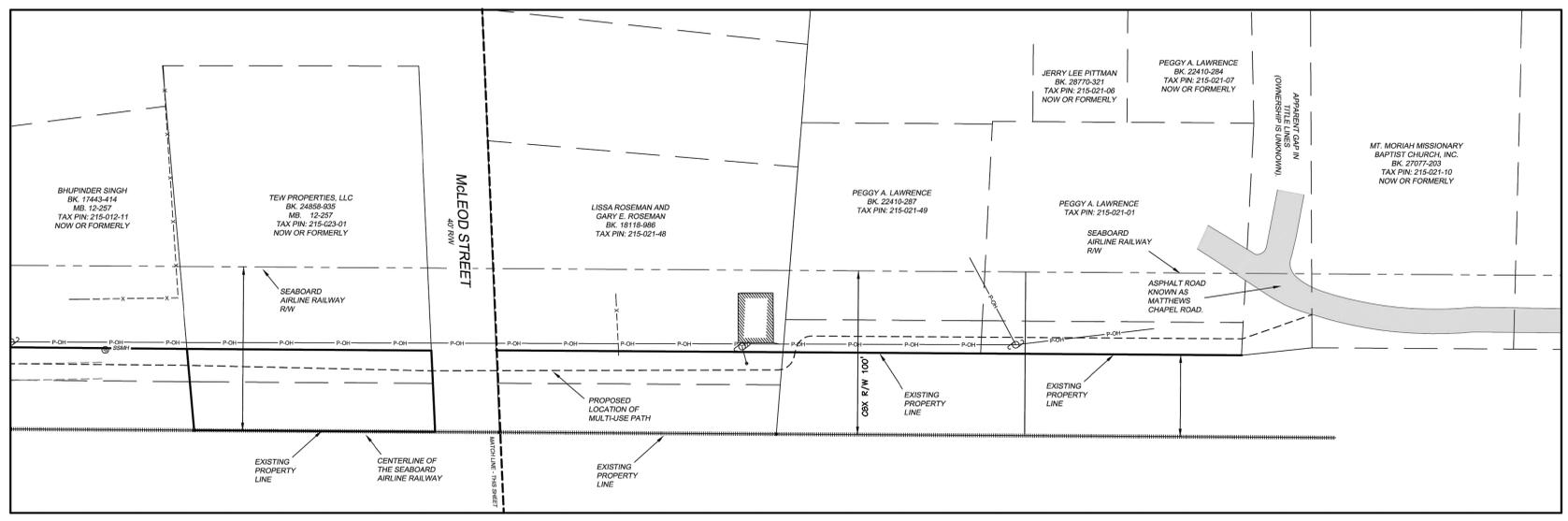
OTHER UNDERGROUND UTILITIES MAY EXIST BUT THEIR LOCATIONS ARE NOT KNOWN.

ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES.



TOTAL LENGTH OF PROPOSED MULTI-USE PATH IS 1,410 LINEAR FEET.

- LEGEND OF SYMBOLS & ABBREVIATIONS**
- EIP - EXISTING IRON PIPE
 - EIR - EXISTING IRON REBAR
 - NIR - NEW IRON REBAR
 - S.T. - SIGHT TRIANGLE
 - M.B.S. - MINIMUM BUILDING SETBACK
 - P.S.D.E. - PUBLIC STORM DRAINAGE EASEMENT
 - S.S.E. - SANITARY SEWER EASEMENT
 - SSM - SANITARY SEWER MANHOLE
 - R.W. - RIGHT OF WAY
 - P.S.S.E. - PRIVATE SANITARY SEWER EASEMENT
 - G.P.U.E. - GENERAL PUBLIC UTILITY EASEMENT
 - C.P. - COMPUTED POINT
 - ECM - EXISTING CONCRETE MONUMENT
 - E.P.K. - EXISTING P.K. NAIL
 - ♿ - HANDICAPPED PARKING
 - 📡 - TRANSMISSION TOWER
 - 📍 - UTILITY POLE
 - G— - UNDERGROUND GASLINE
 - P-OH— - OVERHEAD UTILITY LINE
 - SS— - SANITARY SEWER LINE
 - ⊙ - SANITARY SEWER MANHOLE
 - 🔥 - FIRE HYDRANT
 - ⚙️ - WATER VALVE
 - 🏠 - WATER WELL
 - 🚰 - YARD INLET / AREA DRAIN
 - 🚊 - RAILROAD TRACK
 - 📡 - MONITORING WELL
 - ⚡ - ELECTRIC BOX/TRANSFORMER
 - 🚰 - CURB INLET
 - SD— - STORM DRAIN
 - W— - WATER LINE
 - X— - FENCE LINE
 - Z— - ZONING LINE
 - T-40— - T-40 - UNDERGROUND TELEPHONE



ENGINEERING

FRANKLIN LICENSE # C-0071
 2018A Use Exp. 06/30/2019
 2018A Use Exp. 06/30/2019
 Matthews, NC 28079
 (704) 852-4222
 www.saginonline.net

DATE	BY	ISSUE	REVISION PER CLIENT COMMENT
11/07/17	RLW	REVISED PER CLIENT COMMENT	

CRESTDALE HERITAGE TRAIL

For the Benefit of:

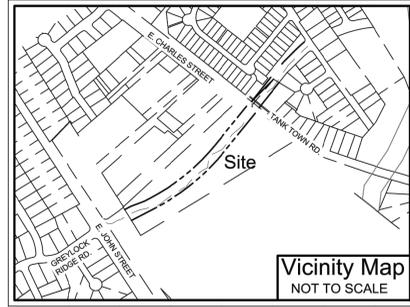
THE TOWN OF MATTHEWS

SITE PLAN

DESIGNED BY	018	1" = 40'
DRAWN BY	RLW	
CHECKED BY	RLW	
DATE	OCTOBER 23, 2017	
JOB NUMBER	99-44	

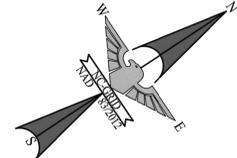
PRELIMINARY
 NOT FOR SALES,
 CONVEYANCE, OR
 RECORDATION

Sheet
C-1.0



UTILITY NOTES

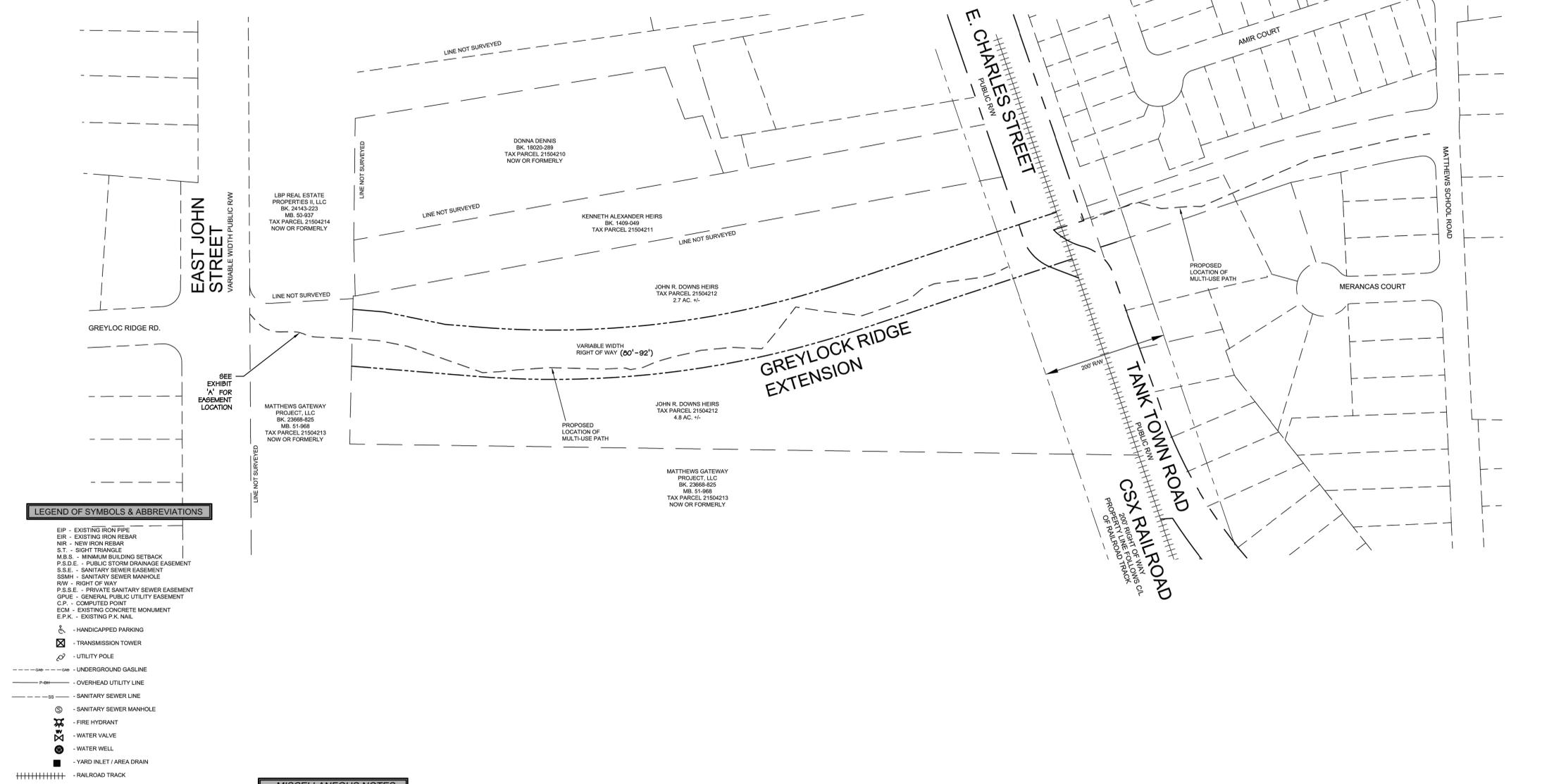
THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR WAS NOT PROVIDED WITH UNDERGROUND PLANS TO DETERMINE THE LOCATION OF ANY SUBTERRANEAN USES. THIS SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN HEREON COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THERE IS NO CERTAINTY OF THE ACCURACY OF THE INFORMATION AND IT SHALL BE CONSIDERED IN THE LIGHT BY THOSE USING THIS SURVEY. UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS CONSULTANTS AND HIS CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THIS SURVEYOR IS NOT RESPONSIBLE FOR THE SUFFICIENCY OF THE UNDERGROUND UTILITY INFORMATION PROVIDED HEREON, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.



EAGLE ENGINEERING

2013A Van Buren Avenue
Indian Trail, NC 28079
(704) 882-4222
www.eagleonline.net

P.O. BOX 551
Alpharetta, GA 30009
(770) 339-9460
www.vagonline.net



LEGEND OF SYMBOLS & ABBREVIATIONS

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- EIR - EXISTING IRON REBAR
- NIR - NEW IRON REBAR
- S.T. - SIGHT TRIANGLE
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- - UNDERGROUND GASLINE
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- - SANITARY SEWER LINE
- - SANITARY SEWER MANHOLE
- ⊕ - FIRE HYDRANT
- ⊕ - WATER VALVE
- ⊕ - WATER WELL
- ⊕ - YARD INLET / AREA DRAIN
- ||||| - RAILROAD TRACK
- - MONITORING WELL
- ⊠ - ELECTRIC BOX/TRANSFORMER
- ⊕ - CURB INLET
- - STORM DRAIN
- - WATER LINE
- - - - FENCE LINE
- - ZONING LINE
- - T-405
- - T-405 - UNDERGROUND TELEPHONE

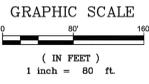
MISCELLANEOUS NOTES

DEED REFERENCE: AS SHOWN.

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TOTAL LENGTH OF PROPOSED MULTI-USE PATH IS 1,867 LINEAR FEET.

EXHIBIT "A"

THIS MAP IS NOT INTENDED TO CERTIFY TO THE LOCATION AND OWNERSHIP OF BOUNDARY/TITLE LINES. THIS MAP IS NOT INTENDED TO MEET THE REQUIREMENTS OF N.C. BOARD RULE 1600 (21 N.C.A.C. 56) OR N.C.G.S. 47-30. THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENTAL AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. (G.S. 47-30(n))

NOTES:

- NO USGS HORIZONTAL MONUMENTATION FOUND WITHIN 2000 FEET OF SITE.
- OTHER UTILITIES MAY EXIST, BUT THEIR LOCATIONS ARE NOT KNOWN.
- PROPERTY SUBJECT TO FULL TITLE SEARCH.
- THIS PROPERTY MAY BE SUBJECT TO RIGHT OF WAYS, EASEMENTS OR RESTRICTIONS EITHER RECORDED OR IMPLIED.
- AREA COMPUTED BY COORDINATE GEOMETRY.
- R.W. = RIGHT OF WAY
- EIR = EXISTING IRON REBAR 1/2"
- EIP = EXISTING IRON PIPE
- NIR = NEW IRON REBAR 1/2"
- TAX# 21504213

3,527 sq. ft.
0.081 acres

EAST JOHN STREET
VARIABLE PUBLIC R.W.

EAGLE ENGINEERING

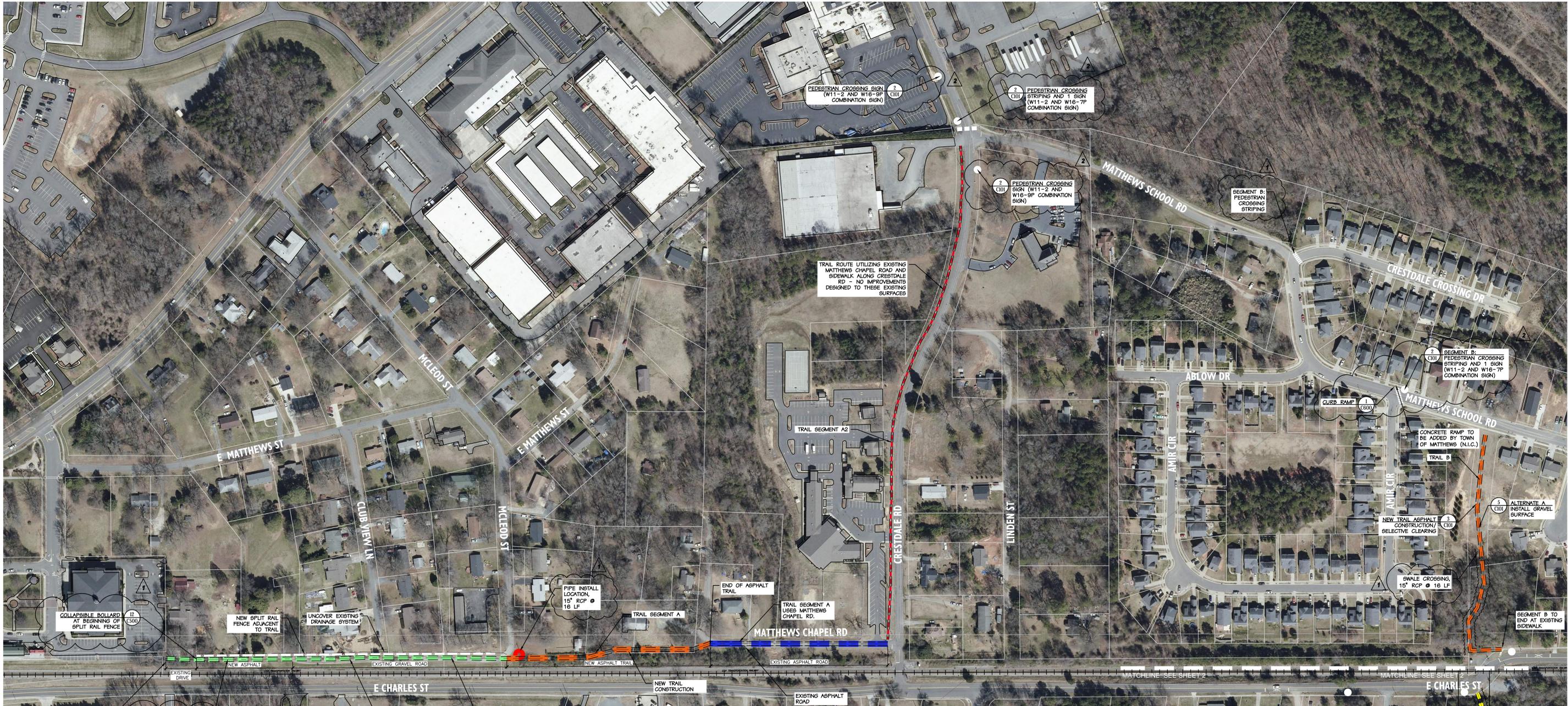
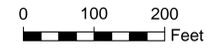
2013A Van Buren Ave.
Indian Trail, NC 28079
(704) 882-4222
www.eagleonline.net

TRACT 1, WINGATE COMMONS (MATTHEWS GATEWAY PROJECT)
MATTHEWS, MECKLENBURG COUNTY, NC

SCALE 1" = 80'

FOR THE BENEFIT OF THE TOWN OF MATTHEWS

MAP REFERENCE IN BOOK 51 PAGE 958
DEED REFERENCE IN BOOK 23868 PAGE 825
EEI PROJECT NUMBER: 5522



START TRAIL SEGMENT A
 EXISTING CHAIN LINK FENCE TO BE RELOCATED BY THE CONTRACTOR, COORDINATE WITH TOWN OF MATTHEWS

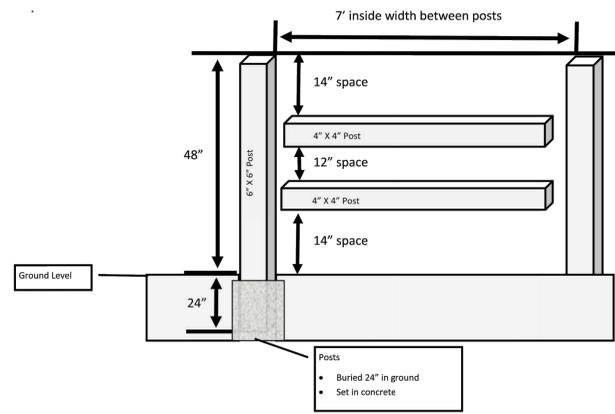
3 (C101) 10' WIDE TRAIL ASPHALT SURFACE. FINCH POINTS MAY REDUCE ACTUAL WIDTH OF TRAIL. (ALTERNATE A)
 5 (C101) INSTALL GRAVEL SURFACE

Professional Engineer
 Matthew A. Barnes
 7/2/2019

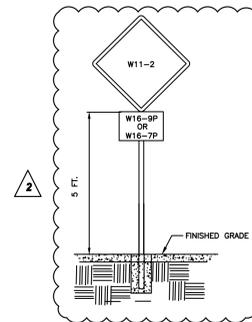
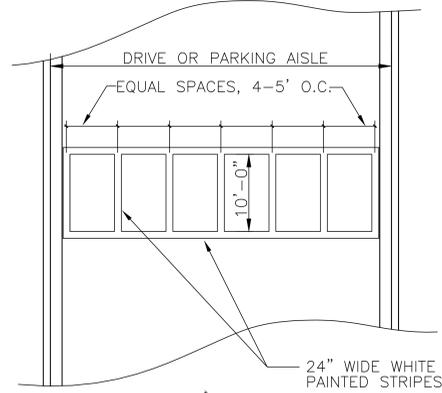
NOT FOR CONSTRUCTION

NOTE:
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Sheet Title:
SITE PLAN

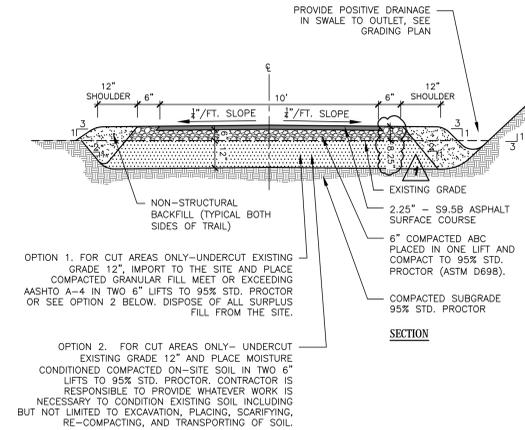


1 Split Rail Fence
 N.T.S.

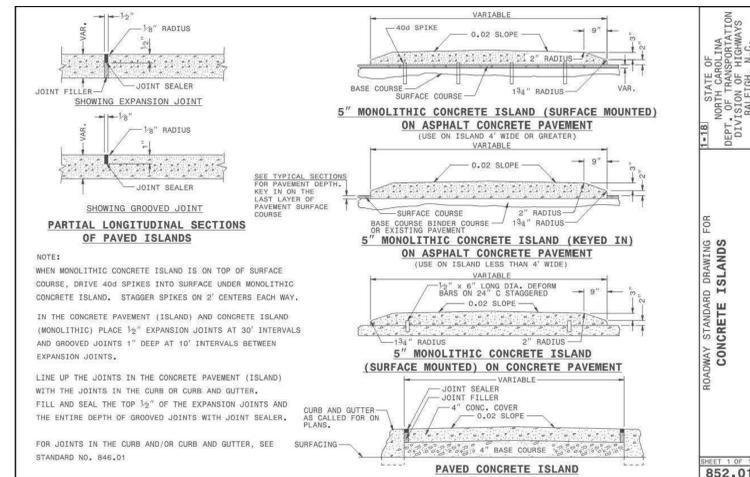


Color	Material	Finish
Orange	Fluorescent Yellow-Green	Fluorescent Yellow-Green
White	Fluorescent Yellow-Green	Fluorescent Yellow-Green
Black	Fluorescent Yellow-Green	Fluorescent Yellow-Green
Red	Fluorescent Yellow-Green	Fluorescent Yellow-Green
Blue	Fluorescent Yellow-Green	Fluorescent Yellow-Green
Green	Fluorescent Yellow-Green	Fluorescent Yellow-Green
Yellow	Fluorescent Yellow-Green	Fluorescent Yellow-Green
Purple	Fluorescent Yellow-Green	Fluorescent Yellow-Green
Brown	Fluorescent Yellow-Green	Fluorescent Yellow-Green
Pink	Fluorescent Yellow-Green	Fluorescent Yellow-Green
Grey	Fluorescent Yellow-Green	Fluorescent Yellow-Green
Black	Fluorescent Yellow-Green	Fluorescent Yellow-Green

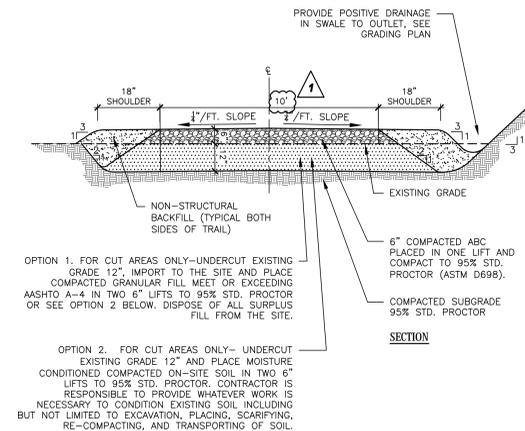
2 Pedestrian Crossing/Signage
 N.T.S.



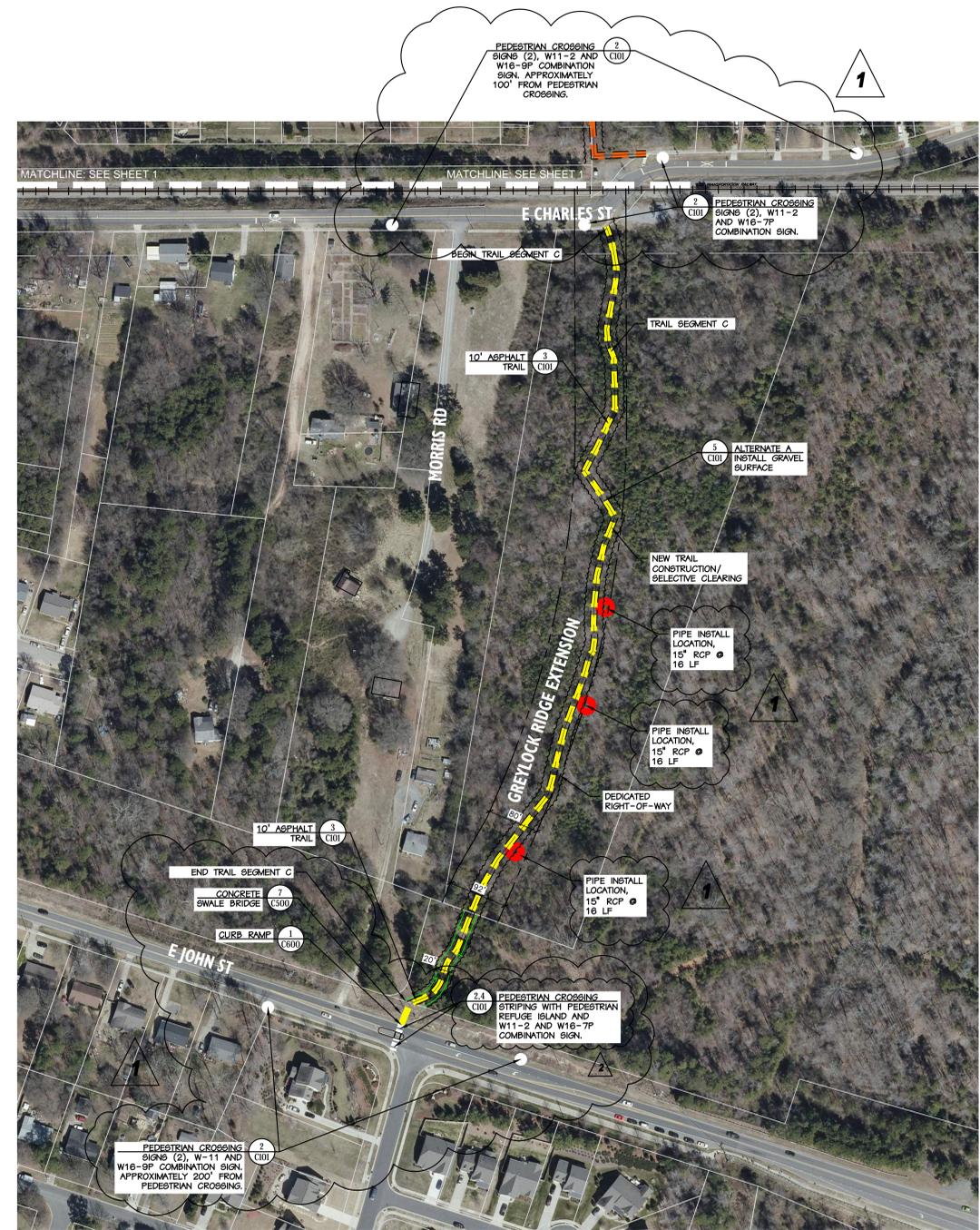
3 Asphalt Trail Detail (Crown Pattern)
 N.T.S.



4 Pedestrian Refuge Island
 N.T.S.

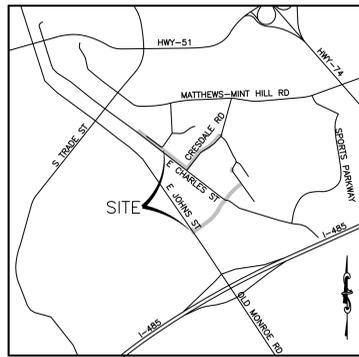


5 Gravel Trail Detail (Crown Pattern) - Alternate A
 N.T.S.

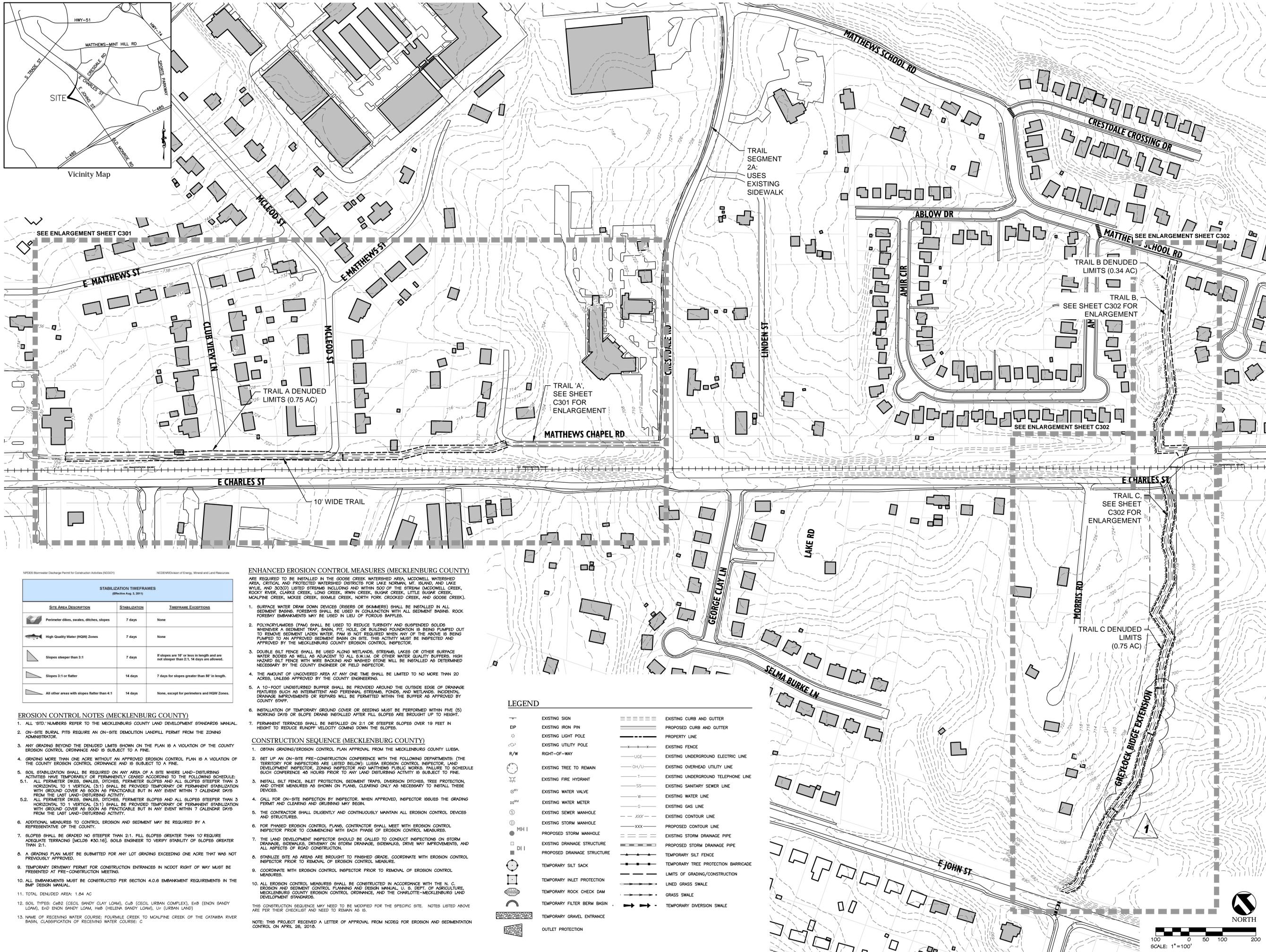


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Vicinity Map



NPDES Stormwater Discharge Permit for Construction Activities (NCDOT)

NCDENR/Division of Energy, Mineral and Land Resources

STABILIZATION TIMEFRAMES		
Effective Aug. 9, 2019		
SITE AREA DESCRIPTION	STABILIZATION	TIMEFRAME EXCEPTIONS
Perimeter dikes, swales, ditches, slopes	7 days	None
High Quality Water (HQW) Zones	7 days	None
Slopes steeper than 3:1	7 days	If slopes are 10' or less in length and are not steeper than 2:1, 14 days are allowed.
Slopes 3:1 or flatter	14 days	7 days for slopes greater than 80' in length.
All other areas with slopes flatter than 4:1	14 days	None, except for perimeters and HQW Zones.

EROSION CONTROL NOTES (MECKLENBURG COUNTY)

- ALL 'STD.' NUMBERS REFER TO THE MECKLENBURG COUNTY LAND DEVELOPMENT STANDARDS MANUAL.
- ON-SITE BURIAL PITS REQUIRE AN ON-SITE DEMOLITION LANDFILL PERMIT FROM THE ZONING ADMINISTRATOR.
- ANY GRADINGS BEYOND THE DENUDED LIMITS SHOWN ON THE PLAN IS A VIOLATION OF THE COUNTY EROSION CONTROL ORDINANCE AND IS SUBJECT TO A FINE.
- GRADING MORE THAN ONE ACRE WITHOUT AN APPROVED EROSION CONTROL PLAN IS A VIOLATION OF THE COUNTY EROSION CONTROL ORDINANCE AND IS SUBJECT TO A FINE.
- SOIL STABILIZATION SHALL BE REQUIRED ON ANY AREA OF A SITE WHERE LAND-DISTURBING ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED ACCORDING TO THE FOLLOWING SCHEDULE:
 - ALL PERIMETER DIKES, SWALES, DITCHES, PERIMETER SLOPES AND ALL SLOPES STEEPER THAN 3:1 HORIZONTAL TO 1 VERTICAL (3:1) SHALL BE PROVIDED TEMPORARY OR PERMANENT STABILIZATION WITH GROUND COVER AS SOON AS PRACTICABLE BUT IN ANY EVENT WITHIN 7 CALENDAR DAYS FROM THE LAST LAND-DISTURBING ACTIVITY.
 - ALL PERIMETER DIKES, SWALES, DITCHES, PERIMETER SLOPES AND ALL SLOPES STEEPER THAN 3:1 HORIZONTAL TO 1 VERTICAL (3:1) SHALL BE PROVIDED TEMPORARY OR PERMANENT STABILIZATION WITH GROUND COVER AS SOON AS PRACTICABLE BUT IN ANY EVENT WITHIN 7 CALENDAR DAYS FROM THE LAST LAND-DISTURBING ACTIVITY.
- ADDITIONAL MEASURES TO CONTROL EROSION AND SEDIMENT MAY BE REQUIRED BY A REPRESENTATIVE OF THE COUNTY.
- SLOPES SHALL BE GRADED NO STEEPER THAN 2:1. FILL SLOPES GREATER THAN 10' REQUIRE ADEQUATE TERRACING (NCDOT 430-16). SOILS ENGINEER TO VERIFY STABILITY OF SLOPES GREATER THAN 2:1.
- A GRADING PLAN MUST BE SUBMITTED FOR ANY LOT GRADING EXCEEDING ONE ACRE THAT WAS NOT PREVIOUSLY APPROVED.
- TEMPORARY DRIVEWAY PERMIT FOR CONSTRUCTION ENTRANCES IN NCDOT RIGHT OF WAY MUST BE PRESENTED AT PRE-CONSTRUCTION MEETINGS.
- ALL EMBANKMENTS MUST BE CONSTRUCTED PER SECTION 4.0.6 EMBANKMENT REQUIREMENTS IN THE BMP DESIGN MANUAL.
- TOTAL DENUDED AREA: 1.84 AC
- SOIL TYPES: C6S2 (CECIL SANDY CLAY LOAM), GUB (CECIL URBAN COMPLEX), E1B (ENON SANDY LOAM), E1D (ENON SANDY LOAM), H6S (HELENA SANDY LOAM), L1 (LURAN SANDY LOAM).
- NAME OF RECEIVING WATER COURSE: FOURMILE CREEK TO MCALPINE CREEK OF THE CATANWA RIVER BASIN. CLASSIFICATION OF RECEIVING WATER COURSE: C

ENHANCED EROSION CONTROL MEASURES (MECKLENBURG COUNTY)

ARE REQUIRED TO BE INSTALLED IN THE GOOSE CREEK WATERSHED AREA, MCDOWELL WATERSHED AREA, CRITICAL AND PROTECTED WATERSHED DISTRICTS FOR LAKE NORMAN, MT. ISLAND, AND LAKE WYLIE, AND 300(D) LISTED STREAMS INCLUDING AND WITHIN 500' OF THE STREAM (MCDOWELL CREEK, ROCKY RIVER, CLARK CREEK, LONG CREEK, IRWIN CREEK, SUGAR CREEK, LITTLE SUGAR CREEK, MCALPINE CREEK, MCKEE CREEK, SHIMILE CREEK, NORTH FORK CROOKED CREEK, AND GOOSE CREEK).

- SURFACE WATER DRAIN DOWN DEVICES (RISERS OR SKIMMERS) SHALL BE INSTALLED IN ALL SEDIMENT BASINS. FOREBAYS SHALL BE USED IN CONJUNCTION WITH ALL SEDIMENT BASINS. ROCK FOREBAY EMBANKMENTS MAY BE USED IN LULU OR POCULUS BASINS.
- POLYACRYLAMIDES (PAM) SHALL BE USED TO REDUCE TURBIDITY AND SUSPENDED SOLIDS WHENEVER A SEDIMENT TRAP, BASIN, PIT, HOLE, OR BUILDING FOUNDATION IS BEING PUMPED OUT TO REMOVE SEDIMENT LADEN WATER. PAM IS NOT REQUIRED WHEN ANY OF THE ABOVE IS BEING PUMPED TO AN APPROVED SEDIMENT BASIN ON SITE. THIS ACTIVITY MUST BE INSPECTED AND APPROVED BY THE MECKLENBURG COUNTY EROSION CONTROL INSPECTOR.
- DOUBLE SILT FENCE SHALL BE USED ALONG WETLANDS, STREAMS, LAKES OR OTHER SURFACE WATER BODIES AS WELL AS ADJACENT TO ALL S.W.I.M. OR OTHER WATER QUALITY BUFFERS. HIGH HAZARD SILT FENCE WITH WIRE BACKING AND WASHED STONE WILL BE INSTALLED AS DETERMINED NECESSARY BY THE COUNTY ENGINEER OR FIELD INSPECTOR.
- THE AMOUNT OF UNCOVERED AREA AT ANY ONE TIME SHALL BE LIMITED TO NO MORE THAN 20 ACRES, UNLESS APPROVED BY THE COUNTY ENGINEERS.
- A 10-FOOT UNDISTURBED BUFFER SHALL BE PROVIDED AROUND THE OUTSIDE EDGE OF DRAINAGE FEATURES SUCH AS INTERMITTENT AND PERENNIAL STREAMS, PONDS, AND WETLANDS. INCIDENTAL DRAINAGE IMPROVEMENTS OR REPAIRS WILL BE PERMITTED WITHIN THE BUFFER AS APPROVED BY COUNTY STAFF.
- INSTALLATION OF TEMPORARY GROUND COVER OR SEEDINGS MUST BE PERFORMED WITHIN FIVE (5) WORKING DAYS OR SLOPE DRAINS INSTALLED AFTER FILL SLOPES ARE BROUGHT UP TO HEIGHT.
- PERMANENT TERRACES SHALL BE INSTALLED ON 2:1 OR STEEPER SLOPES OVER 19 FEET IN HEIGHT TO REDUCE RUNOFF VELOCITY DOWN THE SLOPES.

CONSTRUCTION SEQUENCE (MECKLENBURG COUNTY)

- OBTAIN GRADING/EROSION CONTROL PLAN APPROVAL FROM THE MECKLENBURG COUNTY LUBEA.
- SET UP AN ON-SITE PRE-CONSTRUCTION CONFERENCE WITH THE FOLLOWING DEPARTMENTS: (THE TERRITORY FOR INSPECTORS ARE LISTED BELOW): LUBEA, EROSION CONTROL INSPECTOR, LAND DEVELOPMENT INSPECTOR, ZONING INSPECTOR AND MATTHEWS PUBLIC WORKS. FAILURE TO SCHEDULE SUCH CONFERENCE 48 HOURS PRIOR TO ANY LAND DISTURBING ACTIVITY IS SUBJECT TO FINE.
- INSTALL SILT FENCE, INLET PROTECTION, SEDIMENT TRAPS, DIVERSION DITCHES, TREE PROTECTION, AND OTHER MEASURES AS SHOWN ON PLANS, CLEARING ONLY AS NECESSARY TO INSTALL THESE DEVICES.
- CALL FOR ON-SITE INSPECTION BY INSPECTOR. WHEN APPROVED, INSPECTOR ISSUES THE GRADING PERMIT AND CLEARING AND GRUBBING MAY BEGIN.
- THE CONTRACTOR SHALL DILIGENTLY AND CONTINUOUSLY MAINTAIN ALL EROSION CONTROL DEVICES AND STRUCTURES.
- FOR PHASED EROSION CONTROL PLANS, CONTRACTOR SHALL MEET WITH EROSION CONTROL INSPECTOR PRIOR TO COMMENCING WITH EACH PHASE OF EROSION CONTROL MEASURES.
- THE LAND DEVELOPMENT INSPECTOR SHOULD BE CALLED TO CONDUCT INSPECTIONS ON STORM DRAINAGE, SIDEWALKS, DRIVEWAY ON STORM DRAINAGE, SIDEWALKS, DRIVE WAY IMPROVEMENTS, AND ALL ASPECTS OF ROAD CONSTRUCTION.
- STABILIZE SITE AS AREAS ARE BROUGHT TO FINISHED GRADE. COORDINATE WITH EROSION CONTROL INSPECTOR PRIOR TO REMOVAL OF EROSION CONTROL MEASURE.
- COORDINATE WITH EROSION CONTROL INSPECTOR PRIOR TO REMOVAL OF EROSION CONTROL MEASURES.
- ALL EROSION CONTROL MEASURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE N. C. EROSION AND SEDIMENT CONTROL PLANNING AND DESIGN MANUAL, U. S. DEPT. OF AGRICULTURE, MECKLENBURG COUNTY EROSION CONTROL ORDINANCE, AND THE CHARLOTTE-MECKLENBURG LAND DEVELOPMENT STANDARDS.

THIS CONSTRUCTION SEQUENCE MAY NEED TO BE MODIFIED FOR THE SPECIFIC SITE. NOTES LISTED ABOVE ARE PER THEIR CHECKLIST AND NEED TO REMAIN AS IS.

NOTE: THIS PROJECT RECEIVED A LETTER OF APPROVAL FROM NCDENR FOR EROSION AND SEDIMENTATION CONTROL ON APRIL 26, 2016.

LEGEND

	EXISTING SIGN		EXISTING CURB AND GUTTER
	EXISTING IRON PIN		PROPOSED CURB AND GUTTER
	EXISTING LIGHT POLE		PROPERTY LINE
	EXISTING UTILITY POLE		EXISTING FENCE
	RIGHT-OF-WAY		EXISTING UNDERGROUND ELECTRIC LINE
	EXISTING TREE TO REMAIN		EXISTING OVERHEAD UTILITY LINE
	EXISTING FIRE HYDRANT		EXISTING UNDERGROUND TELEPHONE LINE
	EXISTING WATER VALVE		EXISTING SANITARY SEWER LINE
	EXISTING WATER METER		EXISTING WATER LINE
	EXISTING SEWER MANHOLE		EXISTING GAS LINE
	EXISTING STORM MANHOLE		EXISTING CONTOUR LINE
	PROPOSED STORM MANHOLE		PROPOSED CONTOUR LINE
	EXISTING DRAINAGE STRUCTURE		EXISTING STORM DRAINAGE PIPE
	PROPOSED DRAINAGE STRUCTURE		PROPOSED STORM DRAINAGE PIPE
	TEMPORARY SILT SACK		TEMPORARY SILT FENCE
	TEMPORARY INLET PROTECTION		TEMPORARY TREE PROTECTION BARRICADE
	TEMPORARY ROCK CHECK DAM		LIMITS OF GRADING/CONSTRUCTION
	TEMPORARY FILTER BERM BASIN		LINED GRASS SWALE
	TEMPORARY GRAVEL ENTRANCE		GRASS SWALE
	OUTLET PROTECTION		TEMPORARY DIVERSION SWALE

Seals:



Corp. NC License: F-1320

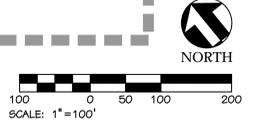
HERITAGE TRAIL
 232 Matthews Station St
 Matthews, North Carolina

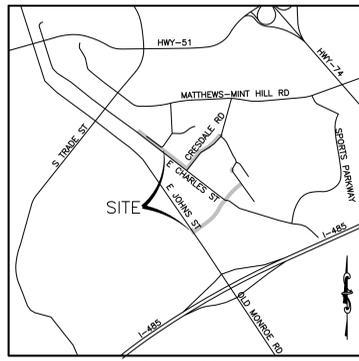
Project No: 17.000225.01
 Date: 07.10.19
 Revisions:

△ Town of Matthews	08.21.19
△ Town of Matthews	09.03.19

Sheet Title:
OVERALL EROSION CONTROL PLAN

Sheet No:
C300



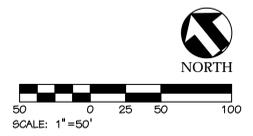


Vicinity Map



PROPOSED TRAIL 'A' PLAN VIEW

NOTE:
 LOCATIONS FOR PROPOSED TRAIL ALIGNMENT
 AND EROSION CONTROL MEASURES SHOWN ARE
 APPROXIMATE AND ARE BASED ON GIS
 INFORMATION. CONTRACTOR SHALL FIELD
 CONFIRM MOST APPROPRIATE LOCATIONS FOR
 EROSION CONTROL MEASURES ONCE FINAL
 ALIGNMENTS ARE CONFIRMED.



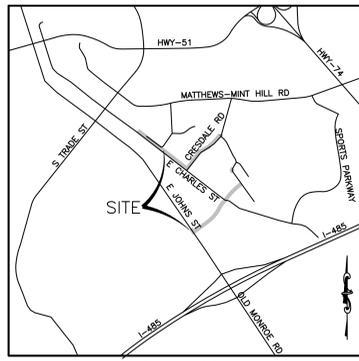
Corp. NC License: F-1320

HERITAGE TRAIL
 232 Matthews Station St
 Matthews, North Carolina

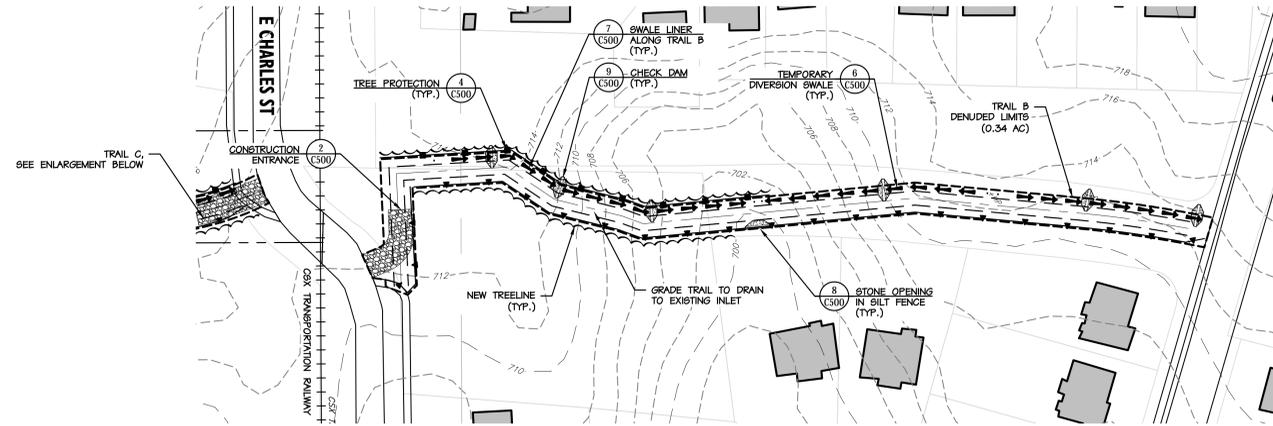
Project No:	17.000225.01
Date:	07.10.19
Revisions:	
△ Town of Matthews	08.21.19
△ Town of Matthews	09.03.19

Sheet Title:
EROSION CONTROL PLAN TRAIL 'A'

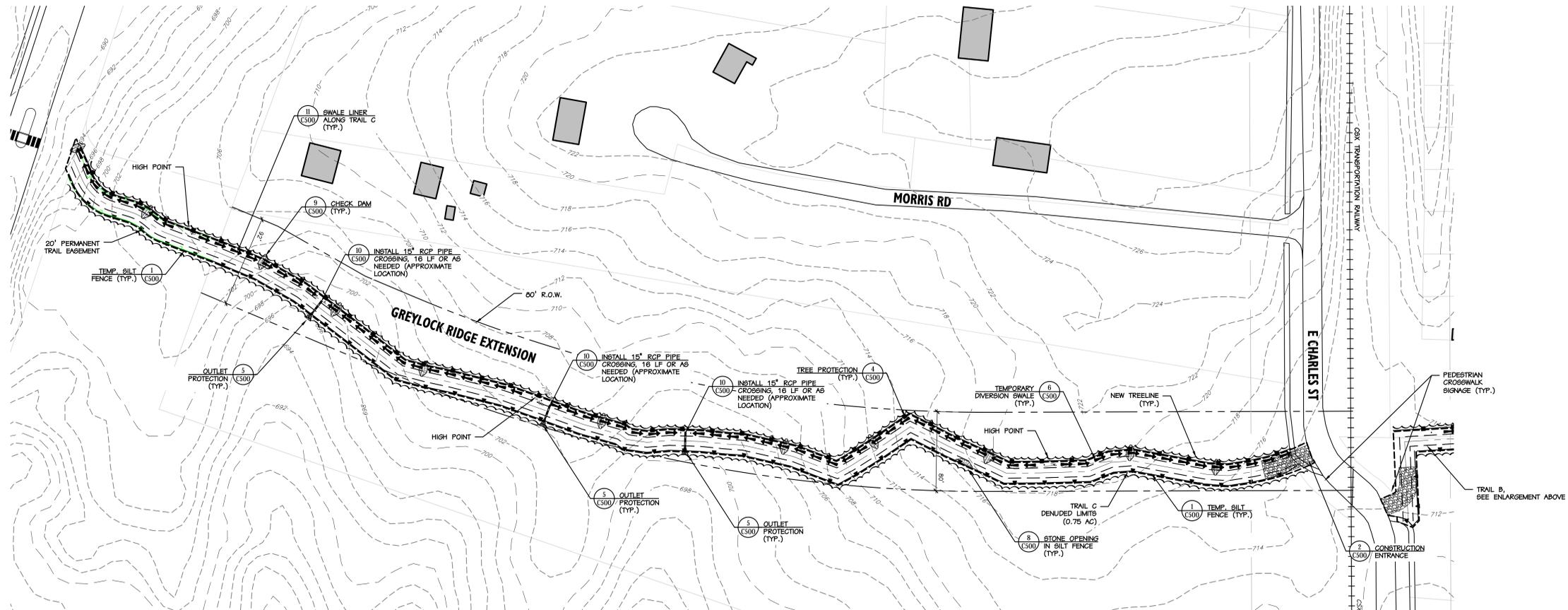
Sheet No:
C301



Vicinity Map

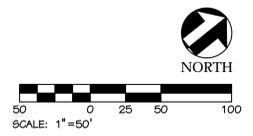


PROPOSED TRAIL 'B' PLAN VIEW



PROPOSED TRAIL 'C' PLAN VIEW

NOTE:
 LOCATIONS FOR PROPOSED TRAIL ALIGNMENT AND EROSION CONTROL MEASURES SHOWN ARE APPROXIMATE AND ARE BASED ON GIS INFORMATION. CONTRACTOR SHALL FIELD CONFIRM MOST APPROPRIATE LOCATIONS FOR EROSION CONTROL MEASURES ONCE FINAL ALIGNMENTS ARE CONFIRMED.



Seals:



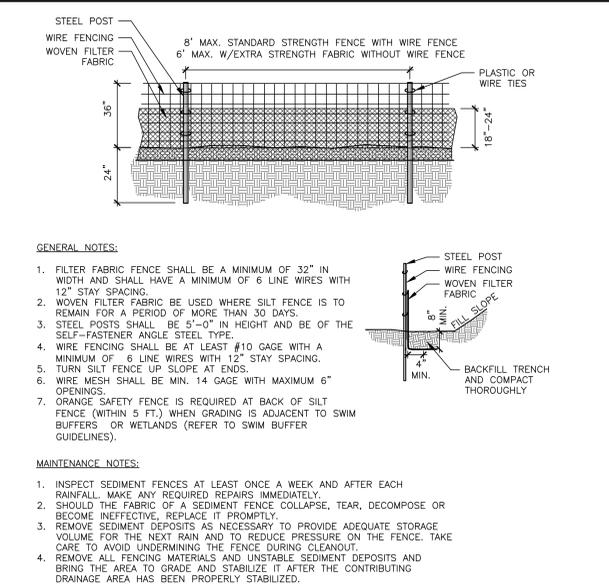
Corp. NC License: F-1320

HERITAGE TRAIL
 232 Matthews Station St
 Matthews, North Carolina

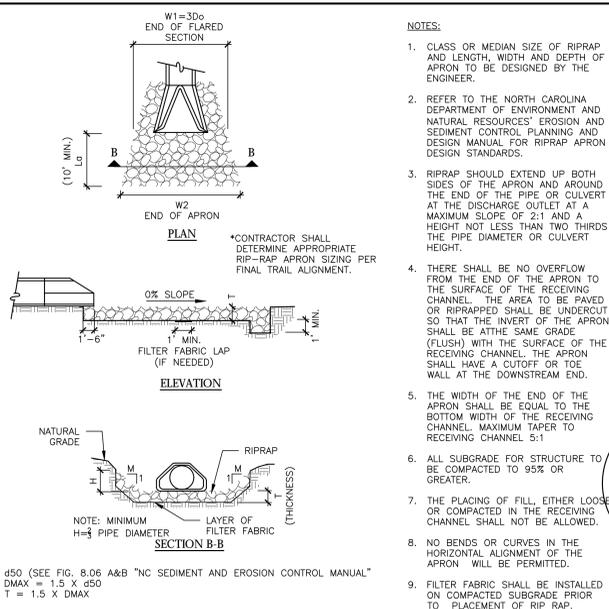
Project No:	17.000225.01
Date:	07.10.19
Revisions:	
△ Town of Matthews	08.21.19
△ Town of Matthews	09.03.19

Sheet Title:
EROSION CONTROL PLAN TRAIL 'B' & 'C'

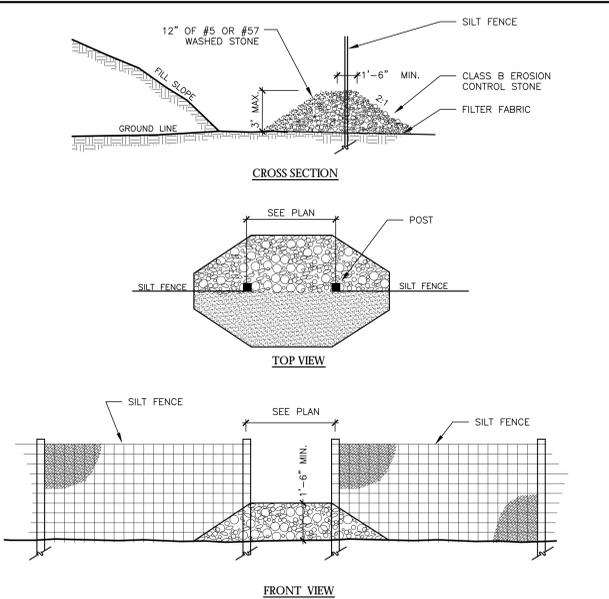
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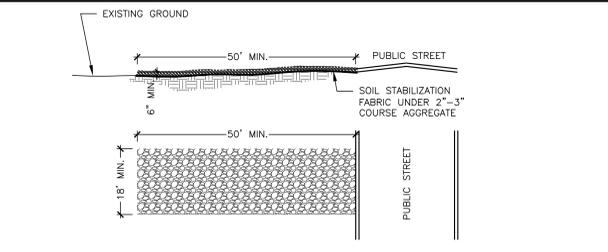
1 Temporary Silt Fence
NCDEQ STD. 6.62



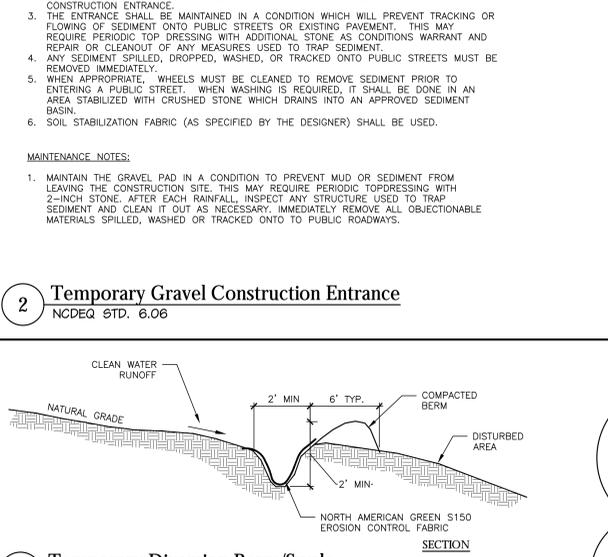
5 Outlet Protection
NCDEQ STD. 6.41



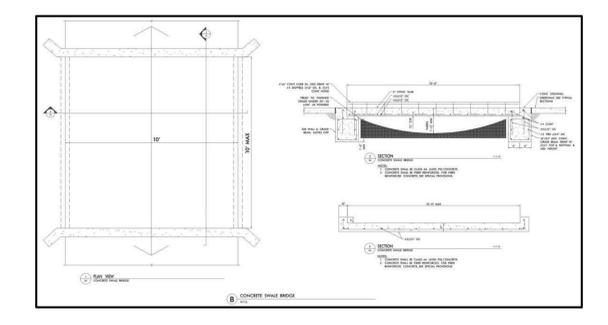
8 Temporary Stone Opening in Silt Fence
N.T.S.



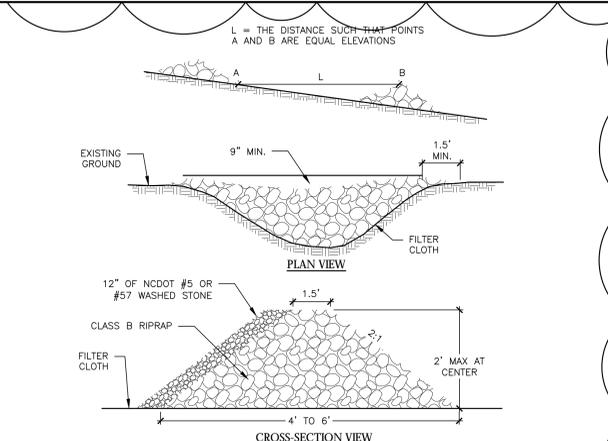
2 Temporary Gravel Construction Entrance
NCDEQ STD. 6.06



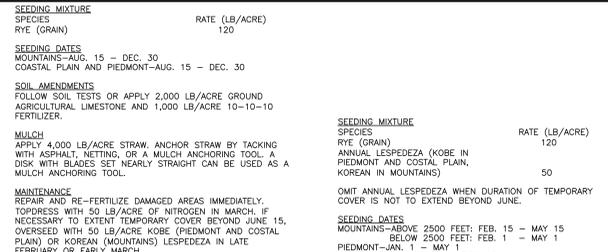
6 Temporary Diversion Berm/Swale
NTS



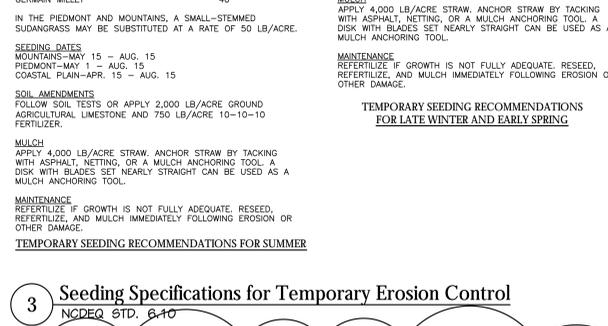
7 NCDOT Concrete Swale Bridge
NTS



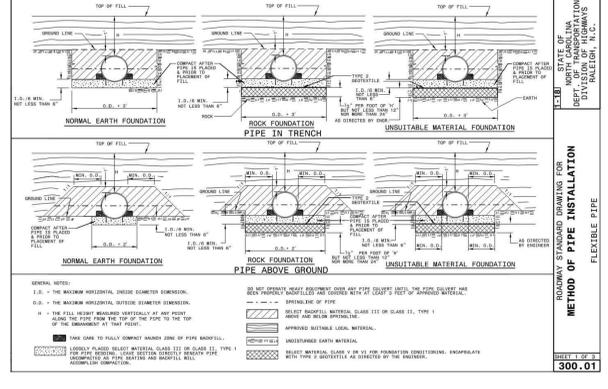
9 Check Dam
NCDEQ STD. 6.63



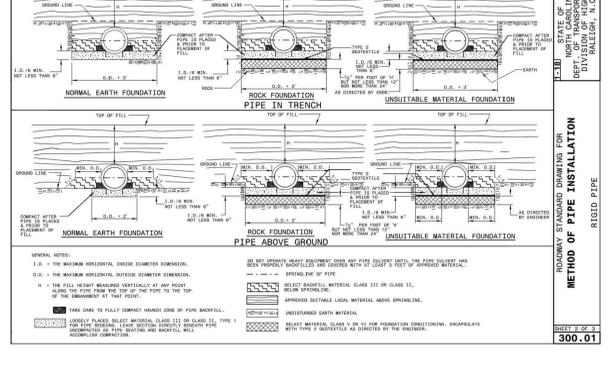
3 Seeding Specifications for Temporary Erosion Control
NCDEQ STD. 6.10



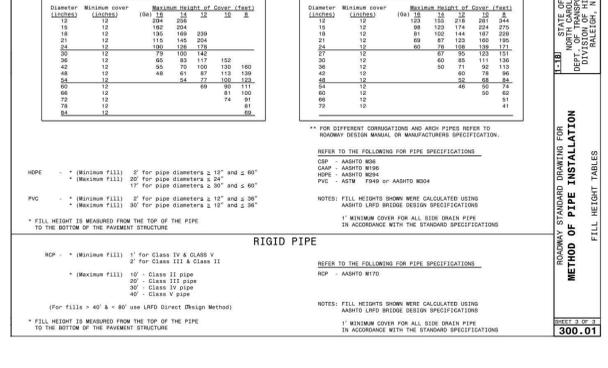
3 Seeding Specifications for Temporary Erosion Control
NCDEQ STD. 6.10



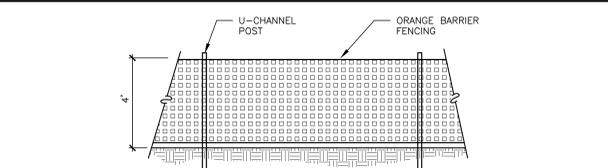
3 Flexible Pipe Installation
NCDEQ STD. 6.10



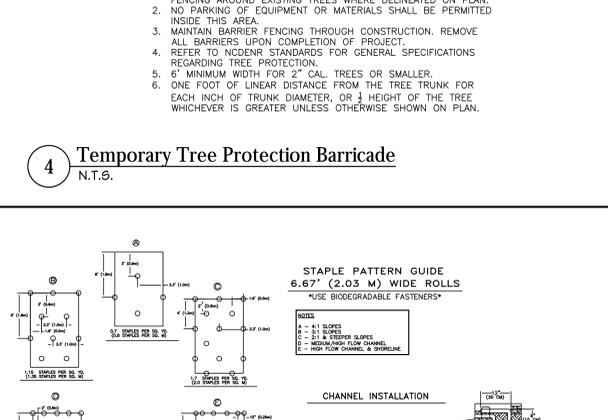
3 Rigid Pipe Installation
NCDEQ STD. 6.10



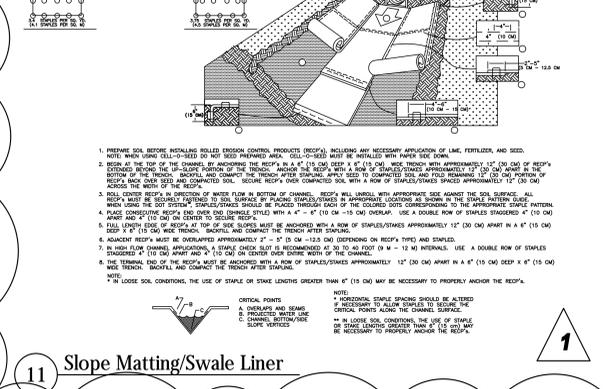
10 Concrete Pipe Installation
N.T.S.



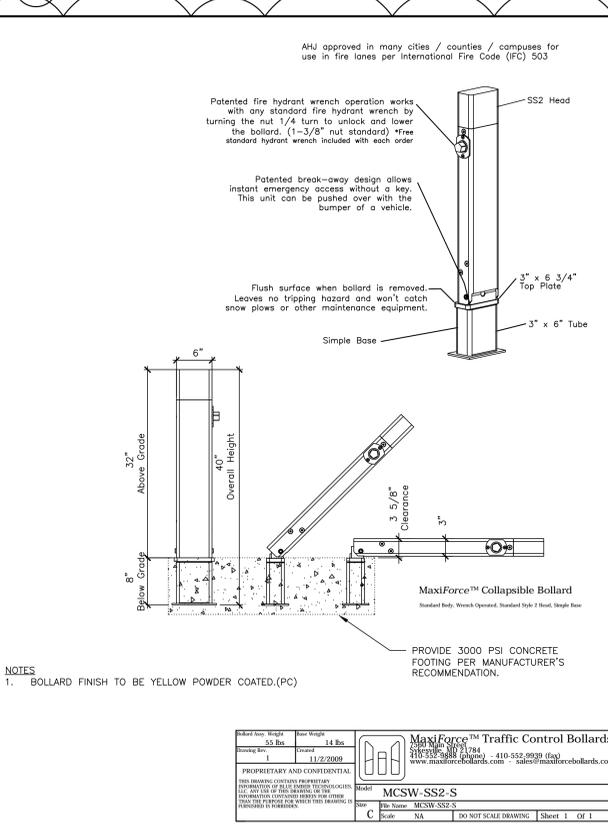
4 Temporary Tree Protection Barricade
N.T.S.



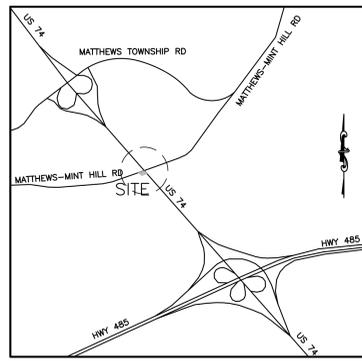
11 Slope Matting/Swale Liner
N.T.S.



12 Collapsible Bollard Detail
N.T.S.



12 Collapsible Bollard Detail
N.T.S.



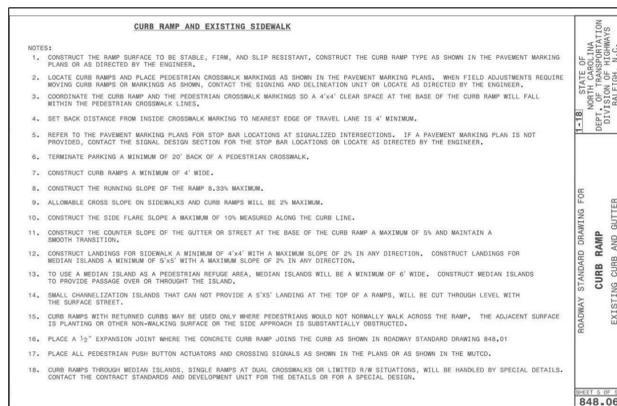
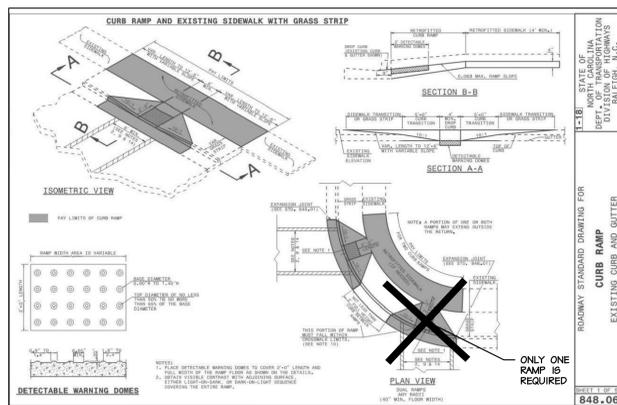
Vicinity Map



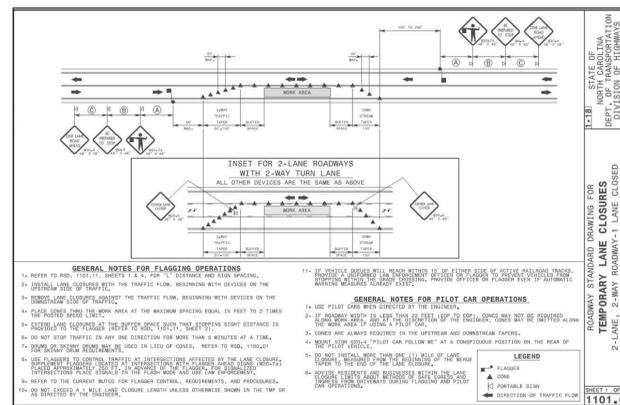
NOTES:

1. INSTALL SINGLE NCDOT CURB RAMP 848.06 AT THE SOUTHWEST CORNER OF US 74 AND MATTHEWS-MINT HILL RD TO ALIGN WITH THE RAMP ACROSS US 74 AS SHOWN.
2. 5000 PSI CONCRETE REQUIRED FOR CURB AND RAMP.
3. REMOVE CURB WITH A CLEAN SAWCUT JOINT, 2' FROM SIGNAL WIRE. FIELD LOCATE WITH NCDOT PRIOR TO CUT.
4. NIGHT WORK REQUIRED BY NCDOT, 7:00 PM - 6:00 AM.
5. NCDOT PRECONSTRUCTION MEETING REQUIRED WITH DIVISION TRAFFIC ENGINEER, TOWN OF MATTHEWS ENGINEER, AND LUESA INSPECTOR.

1

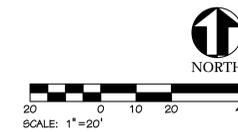


1 Curb Ramp Detail
N.T.S.



THIS NCDOT DETAIL IS PROVIDED FOR REFERENCE ONLY. CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL PLAN(S) TO THE TOWN MATTHEWS AND NCDOT FOR REVIEW AND APPROVAL PRIOR TO STARTING CONSTRUCTION WITHIN ROAD RIGHT OF WAYS.

1



Corp. NC License: F-1320

US 74 Curb Ramp
11208 East Independence Blvd
Matthews, North Carolina

Project No: 17.000225.01
Date: 07.10.19
Revisions:
Town of Matthews 08.03.19

Sheet Title:
US 74 CURB RAMP SITE PLAN AND DETAILS

Sheet No:

C600