PROJECT MANUAL

INCLUDING SPECIFICATIONS FOR THE CONSTRUCTION OF

NORTH AMES STREET SIDEWALK IMPROVEMENTS PROJECT

TOWN OF MATTHEWS
PUBLIC WORKS DEPARTMENT
MATTHEWS, NC 28105
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Date of Issue:
July 29, 2022

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The bid opening for this project will take place on September 09, 2022 at 1:00PM at the Town Hall located at 232 Matthews Station Street, Matthews, NC 28105. Mailed bids should be sent to the same address with the exterior of the package clearly labeled, "North Ames Street Sidewalk Improvements BID;" mailed bids shall arrive before the specified time.

Bids are invited on work consisting of, but not limited to, grading, approximately 450 LF of new 6' wide concrete sidewalk installation, 500 LF of 2'6" concrete curb and gutter, stormwater pipe and structure installation, wheelchair ramps, pavement markings, and signage relocation.

This project is being funded in whole or in part by Mecklenburg County's CDBG program. All federal CDBG requirements will apply to the contract. Consultants and contractors 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 if the Civil Rights Act of 1964, the Davis-Bacon Act, the Anti-Kickback Act, the Contract Work Hours and Safety Standards Act, and 40 CFR 33.240.

Contract documents, including drawings and Technical Specifications, are on file at the office of the Town Engineer at 1600 Tank Town Rd, Matthews, NC and are available online at https://www.matthewsnc.gov/bids.aspx?categoryid=0&id=20694&catid=565.

Plans and Specifications are also available digitally at Metrolina Minority Contractors Association info@mmcaofcharlotte.com.

All questions are to be submitted in writing via email to Kimley-Horn and Associates, Inc. **(alexandra.mcintyre@kimley-horn.com) no later than August 26, 2022.** The last addendum will be posted on Friday, September 2, 2022 at https://www.matthewsnc.gov/bids.aspx?categoryid=0&id=20694&catid=565. It is the responsibility of the bidder to inform themselves of any addenda.

All bidders are hereby notified that they must have proper licenses as required by State law at the time of submittal of bids. Bids may be held by the Town of Matthews for a period not to exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the Contract. The Town reserves the right to reject any or all bids and to waive any informality in the bidding.

The Contractor is hereby notified that the Contractor must meet all the terms and conditions related to this project imposed by the administrating agencies, as disclosed in the Project Standard Provisions section of these documents.

The proposal form provided by the Town of Matthews shall be used and shall not be taken apart or altered. All bids must be clearly stamped or marked (in letters of 1/4" or more), "North Ames Street Sidewalk Improvements BID" and arrive prior to 1:00 PM on September 09, 2022.

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

SAMPLE AGREEMENT

THIS AGREEMENT, made this_____day of_____,_____ by and between the TOWN OF MATTHEWS, a Municipal Corporation organized and existing under the laws of the State of North Carolina and hereinafter called "TOWN," and _____ _____ hereinafter called "CONTRACTOR."

WITNESSETH

That for and in consideration of the covenants and agreements herein set forth, the parties hereto mutually promise and agree as follows:

1. Statement of Work

The Contractor shall furnish all supervision, labor, materials, machinery, tools, equipment, and services and perform and complete all work in an efficient and workmanlike manner, and in accordance with the terms of this Agreement, as shall be necessary to complete construction and demolition associated with the **North Ames Street Sidewalk Improvements Project**

2. Contract Sum

The Contract sum of _____ _____ is hereby established as determined by the unit prices and/or the lump sum prices bid.

3. Contract Period

The Contract period as defined shall begin no later than fourteen (14) days after award or upon the date specified in a written Notice to Proceed from the Town of Matthews, whichever is sooner. The work is to be diligently prosecuted to completion within three (3) calendar months from the start of the contract period. However, should the work or delivery of materials be interrupted or delayed by the Town, the time of completion shall be extended by the amount of time of said delay or interruption. Time extensions shall be permitted in accordance with the Project Standard Provisions.

4. Additional Work

The Town may require the Contractor to furnish materials and to do additional work not provided in the Contract or Specifications, but which may be found necessary to the proper protection and completion of the work embraced in this Contract at prices to be fixed by the prices named in the Proposal, or on material and force account, at actual cost with fifteen percent (15%) added for profit, as specified under General Conditions. But no other work than that included in the Contract shall be done and no additional material shall be furnished by the Contractor without a written order from the Town Engineer. In the absence of such a written order from the Town Engineer, the Contractor shall not be entitled to payment for such additional work. Bills for extra work shall be filed with the Town Engineer within three (3) days after such extra work is completed, in order that the Town Engineer may establish the accuracy of the extra work bills.

5. Terms of Contract: Limitations

The Contractor agrees to receive the prices stated in the Proposal attached, in full compensation for furnishing materials, and for labor in moving materials and executing all the work contemplated and shall be responsible for all loss or damage arising out of the nature of the work aforesaid or from any action of the elements or from any unforeseen obstruction or difficulties which may be encountered in the prosecution and delivery of the same, and for all risks of every nature and description connected with the work and furnishing the materials until their final completion and acceptance; also, for expense incurred by or in consequence of the suspense; also, for expense incurred by or in consequence of the suspense or of the discontinuance of said work and furnishing said materials according to the Plans, Specifications and requirements of the Engineer under them. The Contractor hereby further agrees that the said Town shall be and is hereby authorized to deduct and retain out of the monies which may be due or become due to the Contractor under this Agreement for the non-completion of the work or delivery of materials aforesaid within the time herein before stipulated for completion or within such further time as in accordance with the provisions of this agreement shall be fixed or allowed for such performance and completion, the sum of ***three hundred dollars ($300.00)*** per calendar day for each and every day the time employed upon said work or delivery may exceed the time stipulated for such performance and completion. The sum of ***three hundred dollars ($300.00)*** per calendar day is hereby fixed in view of the difficulty of estimating such damages, agreed upon, fixed and determined by the parties hereto as the liquidated damages, that the Town will suffer by reason of such default and not by way of penalty, and shall include all the actual and additional expense of the Town and of the Engineer due to the delay.

6. Contract Payments

The Town will make partial payments based on the progress of the work and payment requests submitted by the Contractor. Payment will be made within sixty (60) calendar days after receipt of a correct payment request. An amount equal to five percent (5% retainage) of the total amount due on the estimate will be deducted and retained by the Town until the work has been completed. The Engineer may withhold a monthly estimate when the payment will amount to One Thousand Dollars ($1,000.00) or less.

The Town will require release of all claims for materials or labor furnished for this work prior to the payment of the final estimate. The Contractor shall furnish the Town with a written statement sworn before a Notary Public to the effect that all payments have been made for labor and materials used in this construction and that claims, suits, and proceedings of every name and description against the Town, its officers and agents, have been settled.

7. Subcontracts

The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract without prior written approval of the Town Engineer, which approval may be conditioned upon compliance of the subcontractor with all the terms of this Contract relating to the work of such subcontractor.

8. Permits and Codes

The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes and, shall, at the Contractor's own expense, secure and pay the fees or charges for all permits required for the performance of the contract work.

9. Care of Work

The Contractor shall furnish and erect, at the Contractor's own expense, whatever sidewalks, bridges and culverts, or other work as may be necessary for the protection of the public and for the safe and proper execution of other public utility lines so as not to interfere therewith or damage or cause damage thereto. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor or Subcontractor's fault, omission, or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed hereunder until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Town.

10. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town and its agents and employees, from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees arising out of or resulting from the performance of work, provided that any such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and, (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

In any and all claims against the Town or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

11. Inspection and Supervision

The Town reserves the right to place Inspectors on the work or at the place of shipment or delivery of materials, or at the factory or works of the Contractor to observe the quality of the work done and materials used. The Contractor agrees to afford said Inspectors all proper facilities for carrying out their duties. It is agreed and understood that the Town, through its Engineer, Inspector or other agent, has the right to supervise completion of the work according to the Plans, Specifications, and Contract, and without unnecessary inconvenience to the public, but nothing contained in the Contracts and Specifications shall be taken or understood to authorize such control of the work or delivery of materials as to relieve the Contractor of obligations or as to make the Contractor an agent of the Town. The Contractor is cautioned that neither the Consultant Engineer(s) nor any Inspector has any power to vary the Contract and that any variation from this Contract or Specifications shall be at the Contractor's own risk. Reference is hereby made to Section 105-10 and 105-11 of the NCDOT Standard Specifications regarding *Authority and Duties of the Inspector* and *Inspection of Work.* This Contract is an agreement between the Town of Matthews and the Contractor and its acceptance by the governing body of the Town is a matter of record in the Minutes of the Town Clerk and no person or persons is or are authorized to relax its provisions unless such proposed substitution or variation is brought before the Town Board at a regular meeting open to the public and acted upon favorably by Resolution of the Board and same is spread upon the Minute Book of the Town Clerk.

12. Completion by Town upon Work Abandoned or Termination for Cause

The Contractor further agrees that if the work to be done under this Contract shall be abandoned, or if the Contract shall be assigned by said Contractor otherwise than as herein provided, or if, at any time, the Engineer shall be of the opinion that the work is unnecessarily or unreasonably delayed, or that said Contractor is willfully violating any terms or conditions of this Contract, or is not executing the Contract in good faith, or is not making such progress in the execution of said work as to indicate its completion within the time specified, the Town shall have the right to notify the Contractor to discontinue said work, or such part or parts thereof as said Town may designate, and said Town shall thereupon have the power and the right to employ by Contract or otherwise, and in such manner at such price as it may determine, any persons, and obtain any materials, equipment, and other means of construction which it may deem necessary to complete the work herein described, or such part or parts of it as said Town may have designated; also, the power to use such equipment and materials and means of construction of every description as may be found upon the line of said work, both such as enter into the complete work and such as necessarily used in and about the same and to procure other materials for the completion of said work and for carrying out the terms of this Contract; also to charge the expense of all said superintendence, labor, material, equipment, and other means of construction to the Contractor, and the expense so charged shall be deducted and paid for by the Town out of said monies as may be due or become due at any time thereafter to the Contractor under this Contract, or any part thereof.

In case such expense is less than the sum which would have been payable under this Contract, if the same had been completed by said Contractor, it is agreed that said Contractor shall be entitled to receive the difference; and in case such expense shall exceed the sum which would have been payable under this Contract, if the same had been completed by said Contractor, then said Contractor shall pay the amount of such excess to said Town after notice of the excess so due.

13. Termination for Breach

In the event that any of the provisions of the proceeding paragraphs of this Contract are violated by the Contractor or any subcontractor on the work, the Town of Matthews may terminate the Contract by serving written notice upon the Contractor of its intention to terminate said Contract and, unless within ten (10) days after serving of such notice, violating shall cease, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Town may take over the work and prosecute the same to completion or otherwise for the account and at the expense of the Contractor and/or such subcontractor, and the Contractor and the Contractor's sureties shall be liable to the Town for any excess cost occasioned the Town in the event of any such

termination, and the Town may take possession of and utilize in completing the work such material, appliance, and plant as may be on the site of the work and necessary there for. This clause shall not be construed to prevent the termination for other causes provided in the Construction Contract.

14. Patents

The Contractor shall be responsible for all fees or claims for any patented invention used by him and shall defend any suit that may be brought against the Town and shall hold said Town harmless for use or infringement of any patented thing or method used in connection with the work herein specified.

15. Contract Payment and Performance Bonds

The successful bidder will be required to execute both a payment bond and a performance bond. Bond cost shall be included in the base bid and shall not be a separate pay item. The successful bidder, within 14 calendar days after the notice of award is received, shall provide the Town with a contract payment bond and a contract performance bond each in an amount equal to 100 percent of the amount of the contract. All bonds shall be on bond forms approved for use in North Carolina. The corporate surety furnishing the bonds shall be authorized to do business in the State. The successful bidder's failure to file acceptable bonds within **14 calendar days after the notice of award is received by the bidder shall be just cause for rescinding the award of the contract.**

16. Bid Bond or Bid Deposit

Each proposal must be accompanied by a Bid Bond executed by a corporate surety licensed under the laws of North Carolina to execute such bonds, conditioned that the surety will, upon demand forthwith make payment to the Owner if the bidder fails to execute the Contract. The Bid Bond shall be in the amount of five (5%) percent of the total bid plus all of the alternates. The Bid Bond shall be valid for a minimum of one hundred and twenty (120) calendar days. In lieu of a Bid Bond, a deposit equal to five (5%) percent of the total bid plus all of the alternates in the form of a Cashier's Check or Certified Check on some bank or trust company insured by the Federal Deposit Insurance Corporation and payable to the Town of Matthews. The purpose of the Bid Deposit or Bid Bond is to ensure that the bidder will enter into a Contract with the Owner with the terms stipulated in the Bid Proposal and the bidder guarantees that a Performance, Labor & Material Bond will be executed. If the Contractor fails to execute a Contract, the Bid Bond or Bid Deposit shall be seized.

Conflict of Interest (2 CFR Part §200.318 General procurement standards)

Interest of Members, Officers, or Employees of the Recipient, Members of Local Governing Body, or Other Public Officials. No member, officer, or employee of the recipient, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The recipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

Nondiscrimination Clause - Section 109, Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.

Age Discrimination Act of 1975, as amended - Nondiscrimination on the Basis of Age

No qualified person shall on the basis of age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.

Section 504 of the Rehabilitation Act of 1973, as amended - Nondiscrimination on the Basis of Disability

No qualified disabled person shall on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

Access to Records and Record Retainage Clause

In general, all official project records and documents must be maintained during the operation of this project and for a period of three years following closeout in compliance with 24 CFR §570.490.

The North Carolina Department of the Treasurer, U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and the NC Department of Environmental Quality, or any

of their duly authorized representatives, shall have access to any books, documents, papers and records of the Administering Agency which are pertinent to the execution of this agreement, for the purpose of making audits, examinations, excerpts and transcriptions in compliance with the above Rule.

Lobbying Clauses

Required by Section 1352, Title 31, U.S. Code

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

This is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

Legal Remedies Provision and Termination Provision

1) Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts under Federal Awards Contracts. other than small purchases shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

2) Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts under Federal Awards. All contracts in excess of $10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. In addition, such

contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Section 3 Clause

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

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 to 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 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 or 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).

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part

by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or

attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

END OF AGREEMENT SECTION

SAMPLE SIGNATURE SHEET

IN WITNESS WHEREOF, the Contractor has hereunto set signature and seal (or) has caused this contract to be signed in its corporate name and its Corporate Seal affixed and attested by its Secretary and by authority of its Board of Directors duly given, and the Town, acting through its Town Board has caused this contract to be executed in the name of the Town of Matthews by its Town Manager, and attested by the Town Clerk of said town, and the Corporate Seal of the Town of Matthews to be hereto affixed.

THIS AGREEMENT, entered into as of the day and year first written above.

CONTRACTOR: ATTEST:

_____
(Name of Corporation)

_____ _____
Signature and Title Date Signature and Title Date
(Must be President or Vice President) (Must be Secretary or Assistant Secretary)

(CORPORATE SEAL)

OWNER: ATTEST:
Town of Matthews

By: _____ _____
Becky Hawke, Town Manager Date Lori Canapinno, Town Clerk Date

(SEAL)

CERTIFICATION OF PAYMENTS

I hereby certify that I am the legal and duly appointed Financial Officer for the owner of this project and that provision for payment of the moneys to fall due under this agreement have been made by appropriation duly made by Bonds or notes duly authorized, as required by the Local Government and Fiscal Control Act.

_____
Teresa Fulk, Director of Finance Date

END OF THE SIGNATURE SHEET SECTION

1. **FAMILIARITY WITH WORK AND CONDITIONS:** Before preparing Bids, Bidders are urged to visit the site to inform and familiarize themselves with all conditions involved and under which the project is to be constructed or apparatus erected or installed. The Owner will not be responsible to the Contractor for payments other than as set out in the Construction Contract should construction conditions be different from those assumed or contemplated by the Contractor. The Contractor is required to be satisfied, before bidding, as to the correctness of the site as indicated by the Contract Documents.

2. **FAMILIARITY WITH LAWS, ETC.:** The Bidder shall be familiar with all Federal, State and Local Laws, ordinance and regulations, which may in any manner affect those engaged or employed in Work, or the materials or equipment in or upon the Work, or in any way affect the conduct of the Work, and no pleas of misunderstanding will be considered on account of the ignorance thereof. If the Bidder or Contractor shall discover any provisions in the plans, specifications or Construction Contract (hereinafter sometimes referred to as "Contract") which are contrary to or inconsistent with any such law, ordinance, or regulation, the bidder or contractor shall immediately report it to the Consultant in writing before the bid opening.

3. **INSURANCE REQUIREMENTS**: The Contractor shall purchase and maintain insurance in the amounts and coverage listed on pages 6-7 of the General Conditions.

   To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and, (2) is caused, in whole or in part, directly or indirectly, employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

   In any and all claims against the Town (or the Engineer) of any of its agents or employees, by any employee of the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts or other employee benefits acts.

4. DISADVANTAGED BUSINESS ENTERPRISE:

POLICY

It is the policy of the Town of Matthews that Disadvantaged Business Enterprises shall have the opportunity to participate in the performance of contracts finance by the Town.

OBLIGATION

The contractor, subcontractor, and sub-recipient shall not discriminate on the basis of race, color, national origin, creed, sex, sexual orientation, identity, or gender in the performance of this contract. The contractor shall carry out the applicable requirements of 49 CFR 26 in the award and administration of Town contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Town deems necessary.

5. **AMERICANS WITH DISABILITIES ACT REQUIREMENTS:** The Owner will comply with the Americans with Disabilities Act (ADA), which prohibits discrimination on the basis of a disability. The Owner will make reasonable accommodations in all programs to enable participation by an individual with a disability who meets essential eligibility requirements. The Owner's 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 Staff. Bidders must also submit a signed statement as provided herein, certifying compliance with the requirements of the Americans with Disabilities Act regarding non-discriminatory employment practices.

6. DATE OF AVAILABILITY

The date of availability will be 14 days after award of the project by the Town of Matthews Board of Commissioners. The Contractor may be permitted to begin work on the project prior to this date upon issuance of the Notice to Proceed.

7. AWARDING OF CONTRACT

The Town of Matthews will award the Contract or Contracts conditioned upon funds being available for construction and other governmental approval as may be required. The Contract will be awarded to the lowest responsible Bidder or Bidders, as required by North Carolina General Statutes. Consideration will be given only to proposal from Contractors who are properly licensed, bonded, experienced in the class of work proposed, and who can refer to projects of similar magnitude and character as have been completed by them. The Town also reserves the right to reject any and all proposals and to waive informalities or technicalities as it may deem to be in its best interest.

8. PLANS AND SPECIFICATIONS PROVIDED

The Contractor will be provided with two (2) sets of plans and specifications at the preconstruction meeting. One set of plans will be 22" x 34" and the other set will be 11" x 17." Additional sets may be obtained at the cost of printing.

END OF INSTRUCTIONS TO BIDDERS

1. **CAPITALIZATION:** Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs, and Clauses in the Documents or (3) the titles of Documents published by the American Institute of Architects.

2. **INTENT OF THE CONTRACT DOCUMENTS:** The Contractor shall use all the Contract Documents in this project, because they are complementary. The requirements of one of the Documents shall be as binding as if required by all. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as an instrument to produce the indicated results.

3. **GOVERNING LAW:** The Contract and Contractor shall be governed by the laws of North Carolina and the Federal Government, including but not limited to OSHA regulations.

4. **USE OF SITE, CONSTRUCTION PROCEDURES AND SAFETY:** The Contractor shall confine construction operations to the limits of construction as indicated in the Contract Documents. The Contractor shall provide the Owner, Consultant, independent testing laboratories, and governmental agencies with jurisdictional interests' access to the site and the Work at reasonable times for their observation, inspections and testing. The Contractor shall provide them proper and safe conditions for such access and advise them of the Contractor's site safety procedures and programs so that they may comply.

5. **CONTRACT DOCUMENTS:** The specifications shall govern in the case of discrepancy between the specifications and the drawings. In all cases, the figured dimensions shall govern in the case of discrepancy. Detailed drawings shall govern in the case of discrepancy between the general drawings and detailed drawings.

   The organization of the Construction Documents has no intent to define or limit the scope of the Work performed by any trade, subcontractor, or supplier. Unless otherwise defined in the Contract Documents, words used will have the well-known technical or construction industry meanings.

   In the event of conflicts or discrepancies among the Contact Documents, interpretations will be based on the following priorities:

   A. The form of Construction Contract.
   B. Addenda, with those of later date having precedence over those of earlier date.
   C. The Supplementary Conditions.
   D. The General Conditions.
   E. Drawings and Specifications. Full-size or large-scale details or drawings shall govern small-scale drawings which they are intended to amplify. Details or conditions indicated for a portion of the Work but not repeated fully for other portions shall apply throughout to all similar portions except as otherwise specifically noted. In the case of an inconsistency between Drawings and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Consultant's interpretation.

6. CONTRACT PERIOD: Award of the Contract shall be made by the Town of Matthews. The Contract Period is three (3) calendar months. The Contract period as defined shall begin no later than fourteen (14) days after award or upon the date specified in a written Notice to Proceed from the Town of Matthews, whichever is sooner. The work is to be diligently prosecuted to completion within three (3) calendar months from the start of the contract period. The final acceptance date of the Contract Period is the date on which all work set forth in the Contract and work modified by the Engineer is satisfactorily completed. This excludes any observation periods not specifically made a part of the work by the Specifications or Special Provisions. The contractor is advised that the Town of Matthews does not recognize a "Substantial Completion Date" for the Contract and Contract Time will be counted until all work including punch list items of incomplete or nonconforming work has been corrected to the Engineer's satisfaction. On the final acceptance date, the Town Engineer will issue in writing a directive to the Contractor that all work has been accomplished within the terms of the Contract or as modified to date.

7. CONSTRUCTION HOURS: Construction hours shall be as follows:

a. Unless specifically noted otherwise, construction hours shall be during normal business hours.

1. Normal business hours are defined as occurring Monday through Friday between the times of 7:00am to 7:00pm.
2. Normal business hours do not include nationally recognized holidays.
3. Weekend work is permissible upon approval by Owner. Request permission for weekend work a minimum of 48 hours prior to commencing weekend work.
4. Work is subject to federal and state law and local ordinance.

b. All work delineated within the contract documents to take place outside of normal business hours shall be provided as such.

1. The contractor shall include all aspects of related work that will be required to complete work delineated to take place outside of normal business hours.

8. NOTICE TO PROCEED: A Notice to Proceed will be issued to the Contractor upon receipt of the executed contract, insurance certificates, receipt of approval by other governmental agencies (if required) and any other documentation required by the Engineer. Any delay in issuance of the Notice to Proceed due to the Contractor's failure to provide the required documentation and consequently not being allowed to being work on the project will not be sufficient grounds for an extension of the Contract Period.

9. DEFINITION OF TERMS: Whenever the following terms are used in the NCDOT Standard Specifications, in any of the Contract documents, or in the plans, the intended meaning of such terms shall be as follows:

"State" or "Department" shall be replaced by the words "Town of Matthews."

"Owner" shall be replaced by the words "Town of Matthews."

"Engineer" or "Resident Engineer" shall be replaced by the words "Town Engineer or a duly authorized representative."

"Sampling and Testing by Department" shall be replaced by the words "Sampling and Testing by Town or its approved testing agency."

"Inspection by Department" shall be replaced by the words "Inspection by the Town or its duly authorized representative."

"Field Superintendent" – Contractor's job foreman, on-site each day work is prosecuted, directing field crews and coordinating work.

"Bidder" – Any individual, firm, corporation, or partnership submitting a proposal of the work contemplated.

"Consultant" – The person lawfully licensed to practice Architecture or Engineering or Landscape Architecture, or an entity lawfully practicing Architecture or Engineering or Landscape Architecture which is referred to throughout the Contract Documents as if singular in number. The "Consultant" is the duly authorized representative of the Owner.

"Contractor" – Any individual, firm, corporation, or partnership, or his/her/their/its employees, agents, or assigns with whom a contract is made with the Owner for the construction of the total project (including, but not limited to Plumbing, Mechanical, Electrical, Landscape, Structural Construction, and Fire Protection work).

"Project" – The total construction, of which the Work performed under the Contract may be the whole or a part, and which may include construction by the Owner or by separate Contractors.

"Work" – The term that means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project. The Work also includes providing supplementary or miscellaneous items, appurtenances, and devices incidental to or necessary for a sound, secure, complete, and functional installation.

10. CONTRACT TIME EXTENSIONS: An extension to the Contract Time may be requested in accordance with Section 108 of the North Carolina Department of Transportation *Standard Specifications for Road and Structures*, latest edition.

11. LIQUIDATED DAMAGES: Liquidated damages will be assessed at the rate of **$300.00 (three hundred dollars)** per calendar day for failure to complete the project within the Contract Period.

12. HAZARDOUS MATERIALS: If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Consultant in writing.

The Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Consultant, the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance.

The Contractor and the Consultant will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Consultant has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Consultant have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time shall be extended appropriately.

The Owner, to the fullest extent permitted by law, shall indemnify and hold harmless the Contractor, Subcontractors, Consultants, Consultants Sub-consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death , provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) and provided that such damage, loss, or expense is not due to the sole negligence of a party seeking indemnity. The Owner shall not be responsible for materials and substances brought to the site by the Contractor unless such materials or substances were required by the Contract Documents. The Contractor shall act at the contractor's discretion to prevent damages, injury, or losses as part of the original Work.

If, without negligence on the part of the Contractor, the Contractor is held liable for the

cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred. These additional costs shall follow the procedures established for addition compensation and additional time extension to the Contract outlined in paragraph 4 of the Agreement section, regarding additional work.

13. **BLASTING:** All blasting operations shall be conducted in strict accordance with existing ordinances and regulations relative to storage and use of explosives. Blasting shall be done only by experienced personnel and extreme care and caution shall be exercised to prevent injury to persons or damage to any pipe, mains, wires, drains, buildings, railroad tracks, or other property above or below the surface of the ground. In all cases, rock being blasted shall be covered with a wire rope mat or other approved material so as to contain all rock within the trench or work areas. The Contractor shall be held strictly responsible for any injury to persons or damage to public or private property. The Contractor shall obtain all necessary permits and give all necessary notices prior to conducting any blasting operations

14. **EMERGENCIES:** In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss.

15. **GUARANTEE:** The Contractor shall guarantee all materials and workmanship for a period of one (1) year from the date of acceptance by the Town and shall replace any portions that fail because of faulty materials or workmanship at the Contractor's expense. A six (6) month and eleven (11) month inspection will be held during the warranty period. The Contractor shall immediately repair all defective items upon notification. Items repaired under the provisions shall have an extended warranty period of twelve (12) months of repair of the item.

16. **CLEAN UP:** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project waste material, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials.

    If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost shall be charged to the Contractor.

17. **TAXES & LICENSES:** North Carolina Sales and/or Use Taxes are applicable to purchases of building materials and other tangible personal property by Contractors for use in performing Town Contracts. Use Tax is also due on construction equipment brought into North Carolina for use in the performance of Town Contracts (N.C. Revenue Laws, G.S. 105-164.4 and G.S. 105-164.6). Contractors are liable for payment of applicable privilege licenses (N.C. Revenue Laws, G.S. 105-54). Contractors are also liable for payment of applicable franchise, corporate income, license and withholding taxes (N.C. Revenue Laws, G.S. 105-122, G.S. 105- 123, G.S. 105-134 and G.S. 105-163.2).

The Contractor will pay all sales, consumer, use and other similar taxes required by the law of the place where the Work is performed. The Contractor shall provide along with each pay request a detailed list of all sales taxes paid along with a copy of all invoices, on forms approved by the Town, for all materials incorporated into this project and all consumable materials used in the construction of the Project. The Contractor shall maintain on file for up to three (3) years a copy of all invoices and the list of sales tax paid on this Project.

18. CONTRACTOR'S LIABILITY AND OTHER INSURANCE*:* The Contractor shall purchase and maintain with a company acceptable to the Town and authorized to do business with the State of North Carolina, such insurance as will protect from claims under Worker's Compensation Laws, Disability Benefit Laws or other similar employee benefit laws from claims for damages because of bodily injury, occupational sickness or disease, or death of employees, and claims insured by usual personal injury liability coverage, from claims for damages because of bodily injury, sickness or disease, or death of any person other than employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom - any or all of which may arise out of or result from the Contractor's operations under the Contract documents, whether such operations be by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for no less than the limits of liability specified below or required by law.

Automobile - Bodily injury and property liability covering all owned, non-owned and hired automobiles for limits of not less than $1,000,000 bodily injury each person, each accident and $1,000,000 property damage, or $1,000,000 combined single limit - bodily injury and property damage combined.

Comprehensive General Liability - Bodily injury and property damage liability 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 are 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 each occurrence/aggregate and $2,000,000 property damage each occurrence/aggregate of $1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this Contract and broad form property damage, explosion, collapse and underground utility damage (XC & U), stating if the policy is written on claims made or occurrence basis.

Worker's Compensation and Employers Liability - Must meet the statutory requirement of the State of North Carolina, in the amount of $100,000 each accident and disease - each employee and $500,000 disease policy limit.

Excess Liability – Umbrella form with limits of not less than $2,000,000 each occurrence/aggregate.

The Contractor shall provide the Town with insurance certificates certifying that the foregoing insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be cancelled, allowed to expire or be materially changed without giving the Town thirty (30) days advance written notice by Registered Mail.

The Contractor is advised that if any part of the work under the Contract is sublet, the Contractor should require the subcontractor (s) to carry insurance as required above.

However, this will in no way relieve the Contractor from providing full insurance coverage on all phases of the projects, including any that are sublet.

When certain work is to be performed inside right-of-ways owned by railroads, the North Carolina Department of Transportation, or other agencies, both the Contractor and any subcontractor may be required to furnish individual insurance certificates made in favor by the controlling agency, with limits established by that agency.

END OF GENERAL CONDITIONS OF THE CONTRACT

INTRODUCTION

This project is being financially supported by federal funds awarded by the U.S. Department of Housing and Urban Development under the Community Development Block Grant (CDBG) Program. As a result of using federal funds on this project there are a number of regulations that must be adhered to in order to receive prompt payment for work done under the program. Davis-Bacon (DBA) requirements will be strictly enforced.

The information provided on the following pages outlines a number of conditions that the Contractor must abide by in order to enter into a contract for the work described in the specifications and contract drawings.

The following conditions take precedence over any conflicting conditions in the contract:

SEC. 1. APPLICATION TO SUBCONTRACTORS. No money under this contract shall be disbursed by the Contractor to any sub-contractor or agency except pursuant to a written contract which incorporates the conditions listed below to the extent they are applicable.

SEC. 2. DEFINITIONS. As used in this contract:

"HUD" means the Secretary of Housing and Urban Development or a person authorized to act on his behalf.

"Town" means the Mayor and Council Members of the Town of Matthews or a person authorized to act in their behalf.

"Act" means Title I of the Housing and Community Development Act of 1974, as amended, unless otherwise specified.

SEC. 3. ACCESS TO RECORDS AND RECORDS RETAINAGE.

A. Records to be Kept. Records shall be maintained in accordance with requirements prescribed by HUD or the Town with respect to all matters covered by this contract. Except as otherwise authorized by HUD, such records shall be maintained for a period of five (5) years after receipt of the final payment under this contract.

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or other accounting documents. All documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. Inspection of Records. At any time during normal business hours and as often as the Town, HUD and/or the Comptroller General of the United States may deem necessary, the Contractor shall make available to the Town, HUD and/or representatives of the Comptroller General for examination all of its records, with respect to all matters covered by this contract, and will permit the Town, HUD and/or representatives of the Comptroller General to audit,

examine and make excerpts or transcripts from such records including contracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to matters covered by this contract.

SEC. 4. LOBBYING. The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements.

4. This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Agreement to this certification is a prerequisite for making or entering into this contract imposed by Section 1352, title 31, U.S. Code. Any person or agency that makes an expenditure prohibited by this section is subject to a civil penalty from $10,000 up to $100,000 for each failure. This penalty also applies to any person or agency that fails to submit or amend the disclosure form (LLL), when required. Failure to submit the required certification may result in payment under this contract being delayed or denied.

SEC. 5. DISCRIMINATION. Contractors shall comply with all relevant requirements of the following federal laws and regulations dealing with discrimination in federally assisted programs:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 20000d) which provides that no person shall, on the ground of race, color, or national origin, be excluded from employment or participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

B. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309) and regulations at CFR 570.602 which provide that no person shall on the grounds of race, color, national origin, or sex, be excluded from participation in,

be denied the benefits of, be denied employment in, or be subjected to discrimination under any CDBG program or activity.

C. Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794) which provides that no otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from the participation in, be denied the benefits of, be denied employment in, or be discriminated against under any program or activity receiving federal assistance.

D. Age discrimination Act of 1975, as amended (42 U.S.C. 6101) which provides that no person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.

E. Executive Order 11246, as amended by Executive Order 12086, and regulations in 41 CFR 60, which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federally-assisted construction contracts and subcontracts. Contractors and subcontractors shall take affirmative action to ensure fair treatment in employment, including recruitment, training, promotion, demotion, transfer, layoff, termination, and pay.

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay of 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 by the contracting officer setting forth the provisions in this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advertising the labor union or worker's representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, and orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of paragraphs (1) through (7) 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 No. 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 subcontractor or purchase order as the contracting agency, and may direct the subcontractor or vendor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contract becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

F. Section 3 Clause. Projects involving construction where federal funding exceeds $200,000 and any contract or subcontract exceeds $100,000, the Contractor shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u), and regulations at 24 CFR Part 135.

1. Section 3 requires that, to the greatest extent possible:
   a. Training and employment opportunities shall be made available to low-income residents of the metropolitan area in which the project is located; and

   b. Subcontracts shall be awarded to businesses owned by low- income residents or to businesses in which at least 30% of their permanent employees are low-income residents.

2. Contractors and subcontractors shall be required to provide to the Town plans for complying with these provisions and reports on the extent to which they have met them.

3. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project. The Contractor will not subcontract with any subcontractor where it has notice that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided a preliminary statement of ability to comply with the requirements of these regulations.

SEC. 6. LABOR STANDARDS. Contractors shall comply with all relevant requirements of the following federal laws and regulations dealing with labor standards in federally assisted programs:

A. Davis-Bacon Act Provisions. All contracts for construction work in excess of $2,000 awarded by grantees and subgrantees shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276 a to a.7) as supplemented by Department of Labor Regulations (29 CFR Part 5). However, these requirements apply to the rehabilitation of residential property only if such property contains eight (8) or more units. The Davis Bacon Act is not triggered when CDBG funds are used for non-construction work such as acquisition, purchase of equipment, architectural and engineering fees, other services (legal, accounting, construction management), etc.

   1. All workers employed by Contractors or subcontractors on construction work costing over $2,000 and financed in whole or in part under this Contract shall be paid wages at rates not less than those prevailing on similar construction in the locality, as determined by the Secretary of Labor and specified in a wage determination.

   2. In construction projects subject to the Davis-Bacon Act, Contractors and subcontractors shall submit weekly payroll information for each worker in the form prescribed by HUD, and shall post a notice listing the minimum wage rates at the work site or sites. In addition, Contractors and subcontractors shall be required to pay wages at least once a week.

B. Copeland "Anti-Kick Back Act" (18 U.S. C. 876) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that the Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

C. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.). Contracts awarded by grantees and subgrantees in excess of $2,000 which involve the employment of mechanics or laborers shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations contained in 29 CFR Parts 3, 5 and 5a.

   1. Under Section 103 Of the Act, the Contractor and any of his subcontractors, shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty hours. Work in excess of the standard work week is permissible, provided the worker is compensated at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in any work week.

   2. Section 107 of the Act provides that 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. These requirements do not apply to the purchase

of supplies or materials or articles ordinarily available on the open market.

SEC. 7. Clean Water, Clean Air, E.O. 11738 and EPA Regulations Provision Compliance with Air and Water Acts apply to assisted construction contracts and related subcontracts exceeding $100,000. In compliance with Section 306 of the Clean Air Act, as amended, (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended, (33 U.S.C. 1368), Executive Order 11738, and the Regulations (40 CFR, part 15) of the Environmental Protection Agency with respect thereto the Contractor agrees that:

1. Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.

2. They will comply with all requirements of Section 306 of the Clean Air Act, as amended, and Section 508 of the Clean Water Act, as amended, and all regulations and guidelines issued there under.

3. They will promptly notify the Town of any notification received from the EPA Office of Federal Activities, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. They will include the provisions of paragraph 1 through 4 of this subpart in every nonexempt subcontract, and take such action as the Government may direct as a means of enforcing such provisions.

SEC. 8. LEAD BASED PAINT. The use of lead-based paint in the federally assisted construction or rehabilitation of residential structures (including day cares, senior centers, and community facilities) is prohibited by Section 401(b) of the Lead-Based Paint Poisoning Prevention Act [42 U.S.C. 4831(b)] and regulations in 24 CFR 35B. To the extent that contracted work involves residential structures, the Contractor and subcontractors must follow the new regulations issued under sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, which is Title X ("ten") of the Housing and Community Development Act of 1992. Sections 1012 and 1013 of Title X amended the Lead-Based Paint Poisoning Prevention Act of 1971, which is the basic law covering lead-based paint in federally associated housing. The new regulation appears within title 24 of the Code of Federal Regulations as part 35 (24 CFR 35).

1. The Contractor and subcontractors shall not use lead-based paint in residential structures and shall eliminate any lead-based paint hazards in residential structures rehabilitated.

2. At a minimum the Contractor and subcontractors must comply with the Lead Hazard Reduction Methods in 24 CFR 35.1330 and 1325.

3. All workers involved in the disturbance of lead-based paint bearing surfaces should be trained in lead safe work practices.

4. At the conclusion of residential rehabilitation, the property must pass a lead hazard clearance test by a certified technician and lab. The lead level must meet the federal and

North Carolina standard lead level threshold for Childhood Lead Exposure Act of North Carolina and the Environmental Protection Agency. Clearance is not required if rehabilitation did not disturb painted surfaces of a total area more than that set forth in 24 CFR 35.1350(d).

SEC. 9. USE OF DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS. CDBG funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any Contractor or subrecipient during any period of debarment, suspension or placement in ineligibility status under the provisions of 24 CFR Part 24. (Government Debarment and Suspension Regulations).

SEC. 10. CONFLICT OF INTEREST.

A. **Interest of Members, Officers, or Employees of the Recipient, Members of Local Governing Body, or Other Public Officials**. No member, officer, or employee of the recipient, subrecipient, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. This provision shall be incorporated in all such contracts or subcontracts.

B. **Contractor's Responsibilities.** The Contractor shall take appropriate steps to assure compliance with paragraph (A) of this section and will incorporate the following provision into every sub-contract: Interest of Sub-Contractor and Employees. The Sub-Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Community Development Block Grant Program has any personal financial interest, direct or indirect, in this Contract. Any interest on the part of the Sub-Contractor or his employees must be disclosed to the Recipient and the Town, provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area."

SEC. 11. DISPUTES, DEFAULT AND TERMINATION

A. **Disputes.** In the event of dispute arising under this Contract, the Contractor shall notify the Town promptly in writing of their contentions and submit the claim. If the dispute arises before performance of the related work, the written notice shall be submitted prior to commencing such work. In any event, the Contractor shall proceed with such work in compliance with the instructions of the Town; such compliance shall not be a waiver of the Contractor's rights to make a claim, provided they have notified the Town in writing as above stipulated.

B. Default and Remedies.

1. Default shall consist of any failure by the Contractor to perform under this contract or written amendments thereto or any breach of any covenant, agreement, provision or warranty provided by the Contractor as a part of this contract. Actions which constitute a default include, but are not limited to:

    a. Failure to submit to the Town reports which are required pursuant to this contract or the submission of required reports that are incorrect or incomplete.

    b. Submission of requests for payment or reimbursement of amounts that are incorrect or incomplete.

    c. The failure of the Contractor to accept any additional conditions which may be provided by law, by executive order, by regulation or by other policy announced by the Town, the state or any federal agency.

    d. Failure to perform any activity required by this contract.

2. Upon occurrence of any default, the Town shall advise the Contractor in writing of the action constituting the default and specify the actions that must be taken to cure the default. The Town may suspend payment under the contract. If a default is not cured within 30 days from receipt of written notice of such default by the Contractor, the Town may continue the suspension or, by written notice of termination, may terminate the contract.

3. Notwithstanding the above, the Contractor shall not be relieved of liability to the Town for damage sustained by the Town by virtue of any default or breach of the contract; and the Town may deduct the amount of damages from any outstanding payments to the Contractor or may withhold payments until such time as the exact amount of the damages is determined.

C. Termination.

1. If federal funding for this project is terminated and no other funding is available for continuation of this project, the Town will not be obligated to continue funding for the services contained in this contract and may terminate the contract.

2. In the event of termination, all property and finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by or purchased with CDBG funds by the Contractor under this contract shall, at the option of the Town, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

END OF CONTRACT PROVISIONS FOR FEDERALLY ASSISTED CONSTRUCTION PROJECT

1. RELATED DOCUMENTS and REQUIREMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all Divisions of the Technical Specifications, North Carolina Department of Transportation (NCDOT) Standards and Specifications, Mecklenburg County Land Development Standards (MCLDS) Manual, Matthews' Unified Development Ordinance (UDO), etc. apply to this Section.

2. WORK COVERED BY CONTRACT DOCUMENTS

A. Project Identification: North Ames Street Sidewalk Improvements Project

B. Consultant Identification: The Contract Documents, dated 01/20/2022, were prepared for the Project by Kimley-Horn and Associates, Inc.

C. The work consists of:

1. Location of Project:
   a. The project is located along the west side of North Ames Street between West Matthews Street and Park Center Drive.
2. Demolition:
   b. Work to include demolition work as indicated on the plans and necessary to facilitate project construction
3. New Construction: The project includes approximately 450 LF of new 6' wide concrete sidewalk installation, 500 LF of 2'6" concrete curb and gutter, stormwater pipe and structure installation, wheelchair ramps, pavement markings, and signage relocation.

3. PRE-CONSTRUCTION CONFERENCE

A Pre-Construction Conference will be scheduled as soon as practical after the award of the Contract. The Contractor will be expected to attend the conference along with any anticipated major subcontractors and major material suppliers. The Contractor shall also provide at least two (2) local telephone numbers that may be used to contact the Contractor or authorized representative in the event of an emergency after normal business hours. Upon receipt of the required documentation including insurance documents, a Notice to Proceed will be issued by the Engineer.

The Contractor is also required to have the prospective Field Superintendent attend the conference. Should the Field Superintendent change after the Pre-Construction Conference no work shall be allowed to proceed until a site meeting with the Engineer and the new Field Superintendent is completed. The conference shall be held at the project site. The Contractor will be expected to conduct the meeting to review responsibilities and personnel assignments. The Contractor will provide an agenda with a list of items that could affect progress. The Contractor will provide an attendance record to the Owner and Engineer after the meeting.

4. MAINTENANCE OF THE PROJECT

The Contractor's attention is directed to Sections 104-10, 105-13, and 105-16 of the NCDOT Standard Specifications. The Contractor shall conduct operations at all times in such a manner as to provide the least amount of inconvenience to the area residents and the traveling public. Strict compliance to these sections will be enforced by the Engineer.

5. PROGRESS MEETINGS

The Contractor shall be responsible for conducting progress meetings at a minimum once a month, and for coordinating dates of meetings with preparation of payment request.

1. Attendees: Representatives at the meeting shall be the Owner, Consultant, Subcontractors, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

    a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    b. Review present and future needs of each entity present, including the following:

        1) Interface requirements.
        2) Sequence of operations.
        3) Status of submittals.
        4) Deliveries.
        5) Access.
        6) Work hours.
        7) Hazards and risks.
        8) Review of Record Drawings
        9) Review of construction defects that has been identified by the Consultant

3. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.

    a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

6. REQUESTS FOR INTERPRETATION (RFI'S)

Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.

1. RFI's shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.

2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

7. MATERIALS AND EQUIPMENT STORAGE

The Contractor shall be responsible for locating and providing storage areas for construction materials and equipment. The material and equipment storage shall comply with all local and state ordinances throughout the construction period. The Contractor shall restore the storage area to its original condition upon completion of the project. Such restoration shall be at the Contractor's expense.

The Contractor shall be responsible for the safeguarding of materials and equipment against fire, theft and vandalism and shall not hold the Town responsible in any way for occurrences of same.

8. RESTORATION

All private and public property disturbed in the process of project construction shall be restored to the condition existing prior to construction.

9. DUST CONTROL

The Contractor shall control the dust throughout the construction of the project. This may be accomplished by the use of either water or dust control materials such as calcium chloride or sodium chloride as directed by the Engineer. No direct payment will be made for the control of dust, but the cost of same shall be included in the unit prices bid on the various items in the Contract.

10. GRADING AROUND UTILITY POLES AND GUY WIRE

The Contractor will be required to grade around utility poles and guy wires which may be left in place within the construction limits of the project and where the poles remain in their present position on the outer edge of fills, to place such fills without disturbing the poles with grading equipment.

11. EXISTING UTILITIES

The owners of utilities in this project are, but are not limited to:

Gas- Piedmont Natural Gas
Water- Charlotte Water
Sanitary Sewer- Charlotte Water
Communications- AT&T, Windstream, Spectrum, Open Fiber, Google Fiber

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 within Mecklenburg County. Outside of Mecklenburg county limits the telephone number is 704-336-7600. 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.

When the Contractor's controlling operations are halted due to the failure of a utility owner to relocate or adjust a utility after being properly notified by the Contractor, the Contract Period may be extended upon request by the amount of time the Contractor's controlling operations have been delayed while awaiting the relocation or adjustment. The Contractor is required to provide the request in writing documenting the delays and identifying the controlling operations.

Where changes to utility facilities are to be made solely for the convenience of the Contractor, it shall be the Contractor's responsibility to arrange for such changes and the Contractor shall bear all costs of such changes.

There is one pole on this project that needs to be moved. Contractor will coordinate with the utilities on the pole relocations.

12. QUALITY CONTROL SERVICES

Contractor Responsibilities: Contractor shall be responsible for quality control inspection to ensure that the quality of means and methods of construction will produce the specified quality of work. There will be no separate payment for this item. Copies of all test results will be provided to the Town at no additional cost.

Owner Responsibilities: The owner will provide quality assurance and engage and pay for the services of an independent agency to perform inspections and test of materials for quality assurance.

Retest Responsibilities: Where results of required inspections, test, or similar services prove unsatisfactorily, then retests are the responsibility of the Contractor. Said costs for quality assurance retests shall be deducted from monies due the Contractor on the next monthly pay request.

13. QUANTITY TICKETS

All quantity tickets for items not measurable in place shall be submitted to the Engineer within seventy-two (72) hours after receipt of material on the job. Each ticket shall indicate the date, Contractor, job location and name, quantity of material, truck number and signature of the Contractor or authorized representative.

No tickets will be accepted after seventy-two (72) hours have elapsed between the time of delivery and submittal of tickets to the Engineer.

14. PROJECT CLOSEOUT DOCUMENTS

The Contractor shall provide the following documents with the final payment request:

1. Consent of Surety to Final Payment
2. Contractor's Release and Wavier of Claim
3. North Carolina and County Sales or Use Tax Statements and Certifications
4. Affidavit of Payment
5 MBE Documentation for Contract Payments

No final payment will be authorized until these documents have been properly completed and submitted by the Contractor.

STANDARD SPECIAL PROVISIONS

1. 2018 STANDARD SPECIFICATIONS

The January 2018 North Carolina Department of Transportation Standards and Specifications for Roadways and Structures (*2018 Standard Specifications*) shall apply on all portions of the project except as modified by this document. Where Special Provisions refer to particular items, materials, procedures, etc., the appropriate section of the *2018 Standard Specifications* shall apply. The absence of a description or specification for any item shall automatically refer to the appropriate section of the *2018 Standard Specifications*.

2. BURNING RESTRICTIONS

Open burning is not permitted on any portion of the right-of-way limits established for this project. Do not burn the clearing, grubbing or demolition debris designated for disposal and generated from the project at locations within the project limits, off the project limits or at any waste or borrow sites in this County. Dispose of the clearing, grubbing and demolition debris by means other than burning, according to state or local rules and regulations.

3. ASPHALT PAVEMENTS - SUPERPAVE

Revise the 2018 Standard Specifications as follows: Subarticle 610-3(A), Mix Design-General, line 5, add the following as the first paragraph:

Warm mix asphalt (WMA) is allowed for use at the Contractor's option in accordance with the NCDOT Approved Products List for WMA Technologies available at:

https://connect.ncdot.gov/resources/Materials/MaterialsResources/Warm%20Mix%20Asphalt%20Approved%20List.pdf

4. ASPHALT BINDER CONTENT OF ASPHALT PLANT MIXES

The approximate asphalt binder content of the asphalt concrete plant mixtures used on this project will be as follows:

Asphalt Concrete Base Course	Type B 25.0__	4.4%
Asphalt Concrete Intermediate Course	Type I 19.0__	4.8%
Asphalt Concrete Surface Course	Type S 4.75A	6.8%
Asphalt Concrete Surface Course	Type SA-1	6.8%
Asphalt Concrete Surface Course	Type SF 9.5A	6.7%
Asphalt Concrete Surface Course	Type S 9.5__	6.0%
Asphalt Concrete Surface Course	Type S 12.5__	5.6%

The actual asphalt binder content will be established during construction by the Engineer within the limits established in the *2018 Standard Specifications.*

5. ASPHALT PLANT MIXTURES

Place asphalt concrete base course material in trench sections with asphalt pavement spreaders made for the purpose or with other equipment approved by the Engineer.

6. FINAL SURFACE TESTING NOT REQUIRED

Final surface testing is not required on this project in accordance with Section 610-13, *Final Surface Testing and Acceptance*.

7. MATERIALS

Revise the *2018 Standard Specifications* as follows:

Subarticle 1086-1(B)(1), Epoxy, lines 22-27, replace with the following:

The epoxy shall meet Article 1081-4.

The 2 types of epoxy adhesive which may be used are Type I, Rapid Setting, and Type II, Standard Setting. Use Type II when the pavement temperature is above 60°F or per the manufacturer's recommendations whichever is more stringent. Use Type I when the pavement temperature is between 50°F and 60°F or per the manufacturer's recommendations whichever is more stringent. Epoxy adhesive Type I, Cold Set, may be used to attach temporary pavement markers to the pavement surface when the pavement temperature is between 32°F and 50°F or per the manufacturer's recommendations whichever is more stringent.

PROJECT SPECIAL PROVISIONS

1. COMPREHENSIVE GRADING

Description
This item shall include all elements of work covered by the referenced *2018 Standard Specification* and the numbered Additional Specifications provided herein.

NCDOT Specifications
200, "Clearing and Grubbing"
225, "Roadway Excavation"
230, "Borrow Excavation"
235, "Embankments"
240, "Ditch Excavation"
250, "Removal of Existing Pavement"
260, "Proof Rolling"
340, "Pipe Removal"
412, "Unclassified Structure Excavation"
416, "Channel Excavation"
500, "Fine Grading, Sub-grade, Shoulders and Ditches"
545, "Incidental Stone Base"
560, "Shoulder Construction"
1530, "Abandon or Remove Utilities"

Additional Specifications
1. Clearing and Grubbing: Clearing on this Project shall be performed to the slope stake line or the right-of-way or easement lines unless directed otherwise. The Contractor shall obtain permission from the Engineer prior to removing any trees in the easement areas.

2. Tree and/or Stump Removal and Disposal: as shown on the plans and any additional tree and/or stump removal identified by the Contractor's means and methods shall be included in this item. Trees to be removed shall be approved by the Engineer prior to removal.

3. Tree Protection: In order to give existing trees a good chance for survival, their root systems, must be protected during all phases of construction. All tree protection and related work shall be in accordance with the Plans and Specifications and/or as directed by the Engineer.

4. Hedgerow and or Planting bed Removal and Disposal: as shown on the plans and any additional hedgerow or planting bed removal identified by the Contractor's means and methods shall be included in this item. Hedgerows to be removed shall be approved by the Engineer prior to removal.

5. Fence Removal and Disposal and or Fence Relocation: as shown on the plans and any additional removal or relocation identified by the Contractor's means and methods shall be included in this item.

6. Mail Boxes and Site Amenities: remove, protect, and reset mail boxes and site amenities. The Contractor shall keep mailboxes in service at all times and allow / provide for other services, including but not limited to trash pickup. Location of relocated mailboxes must comply with all USPS standards.

7. Removal and Disposal of Existing Infrastructure: concrete curb**,** sidewalk, miscellaneous concrete, asphalt, driveways, pads, slabs, walls, structures, catch basins, manholes, etc. within the construction limits as shown on the plans and any additional infrastructure removal identified by the Contractor's means and methods shall be included in this item.

8. Sidewalk and Curb Clean-up: The Contractor shall have all related sidewalk and curb work completed within ten (10) days of placement, including but not limited to 1) removal and disposal of construction debris; 2) related grading to include fine grading; 3) site restoration; 4) seedbed preparation and dress up work; 5) seeding and mulching; and 6) final cleaning.

9. Shoring: The Contractor shall be responsible for all shoring to include means, methods, materials and engineering needed to construct the project.

10. Saw Cutting: all saw cutting required to build the Project. Where asphalt or concrete (curb, sidewalk, roadway, driveways, parking lots, etc.) is to be removed, the Contractor shall provide a neat edge along the pavement being retained by sawing the pavement a minimum of 2" deep and 1' wide before breaking and removing adjacent pavement. When the Contractor proposes to saw pavement more than one foot from the proposed pavement (curb, sidewalk, structure, etc.), the Contractor shall obtain approval from the Engineer prior to saw cutting and removing pavement. The cost of sawing asphalt or concrete shall be included in this item.

11. Utility Pipe/Conduit Removal and Disposal: existing public or private utility pipe / conduit, subsurface and shoulder drainpipe removal and disposal as shown on the plans and any additional utility pipe / conduit removal identified by the Contractor's means and methods shall be included in this item.

12. Flowable Fill: All flowable fill used on the project in lieu of pipe removal as specified on the plans or by contractor's means and methods with Engineer's approval.

13. Sign Relocation: Temporary and permanent relocation of existing public or private signage within the right-of-way/easement or as identified by the contractor's means and methods.

14. Real Estate Special Provisions: The contractor will be responsible for all work in *Real Estate Special Provisions* in this contract and paid from Comprehensive Grading.

15. Property Access: All labor and materials required to maintain access to properties during construction as directed by the Engineer.

1.0 MEASUREMENT

There will be no separate measurement made for Comprehensive Grading.

2.0 PAYMENT

For the above-referenced NCDOT sections and numbered additional project specifications, there will be no direct measurement, payment or compensation, all cost incurred to complete the work as specified shall be included in the Lump Sum price bid for "Comprehensive Grading".

There will be no separate measurement or payment for the items listed or referenced in this specification.

Payment will be made under:

Pay Item	**Pay Unit**
Comprehensive Grading…….…….…….	LS

2. TRAFFIC CONTROL

Maintenance of Traffic
The Contractor shall maintain all travel lanes in accordance with the Traffic Control Plan sheets, and the WATCH diagrams referenced in the Traffic Control Phasing. Should there be a need to close a lane of traffic on a street, prior approval from the Engineer is required and flagging is in accordance with the traffic control plan, the MUTCD, CDOT Watch and NCDOT Specifications is required. No lane closures will be allowed during the hours of 6:00 AM – 9:00 AM or 4:00 PM – 7:00 PM without 48 hours prior notice and subject to the approval of the Engineer.

The Contractor shall provide adequate drainage under driveways and within the Project area for the duration of the Project.

The Contractor shall mark all hazards within the Project limits with well-maintained signs, barricades, warning and/or channelizing devices.

The Contractor shall maintain access to the "2's Company Hair Salon" driveway located on parcel 19324301 at all times. If disruption must occur to this entrance it will be allowed on Mondays only.

Traffic Control Devices
The Contractor shall furnish, install, operate, relocate, maintain and remove all temporary traffic control devices necessary for controlling traffic in accordance with the WATCH. All construction signs and barricades shall remain in place until the appropriate permanent signs and pavement markings are installed. The contractor is responsible for maintaining traffic within the various work areas. Reference is made to Division 11 in the NCDOT standard specifications.

Measurement and Payment
Traffic Control will be measured for payment as a lump sum item which will include all labor, equipment and related expenses. Work specified under this Section shall be included for payment in the Contractor's unit price lump sum for Traffic Control. Payment shall be in full compensation for all materials, labor, equipment, and incidentals for work described in this section. Total project cost for traffic control shall be included in the noted pay item.

Payment will be made under:

Pay Item	**Pay Unit**
Traffic Control……..……..…….	LS

3. CONSTRUCTION SURVEY AND LAYOUT

Description
All work under this Contract shall be constructed in accordance with the lines and grades shown on the Drawings or as directed by the Engineer. The Contractor shall be responsible for all the field horizontal layout and vertical control of the facilities to be constructed under this Contract including connection to new and existing facilities and other items necessary for completion of the Contract.

The Contractor shall furnish all personnel, materials, and equipment necessary for the layout work required for work under this Contract.

The Contractor shall be solely responsible for all locations, dimensions, and levels, and shall field verify all elevations and dimensions. No data other than the information contained in the Drawings and Specifications and written orders of the Engineer shall justify departure from the dimensions or levels required by the Drawings.

The Contractor shall establish all base lines for the location of the principal component parts of the work together with a suitable number of benchmarks adjacent to the work. Based upon the information provided by the Drawings, the Contractor shall develop and make all detail surveys necessary for construction including: permanent and temporary construction easements, boundary staking and slope stakes, stakes for all working points, in-stream structures location and elevations, alignment and elevations. The Contractor shall use the electronic copy of the Drawings for field staking.

The Contractor shall have the responsibility to carefully preserve the benchmarks, reference points, and stakes. In the case of destruction thereof by the Contractor or resulting from the Contractor's negligence, the Contractor shall be charged with the expense and damage resulting there from shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such benchmarks, reference points, and stakes.

Existing or new control points, property markers, and monuments that will be or are destroyed

during the normal causes of construction shall be reestablished by the Contractor and all reference ties recorded therefore shall be furnished to the Engineer. All computations necessary to establish the exact position of the work shall be made and preserved by the Contractor.

The Contractor shall verify the location of all utilities in the Project Area. The location of any irrigation lines or minor utilities shall be field located by the Contractor.

Measurement and Payment
Surveying will be measured for payment as a lump sum item which will include all labor, equipment, and related expenses. Work specified under this Section shall be included for payment in the Contractor's unit price lump sum for Construction Survey and Layout Payment shall be in full compensation for all materials, labor, equipment, and incidentals for work described in this section.

Payment will be made under:

Pay Item	**Pay Unit**
Construction Survey and Layout……..	LS

4. PERMANENT VEGETATION ESTABLISHMENT

Description
Establish a permanent stand of the vegetation mixture shown in the contract. During the period between initial vegetation planting and final project acceptance, perform all work necessary to establish permanent vegetation on all erodible areas within the project limits, as well as, in borrow and waste pits. This work shall include erosion control device maintenance and installation, repair seeding and mulching, supplemental seeding and mulching, mowing, and fertilizer topdressing, as directed. All work shall be performed in accordance with the applicable section of the *2018 Standard Specifications*. The Contractor will be responsible for preparing the required National Pollutant Discharge Elimination System (NPDES) inspection records.

Once the Engineer has determined that the permanent vegetation establishment requirement has been achieved at an 80% vegetation density (the amount of established vegetation per given area to stabilize the soil) and no erodible areas exist within the project limits, the Contractor will be notified to remove the remaining erosion control devices that are no longer needed. The Contractor will be responsible for and shall correct any areas disturbed by operations performed in permanent vegetation establishment and the removal of temporary erosion control measures, whether occurring prior to or after placing traffic on the project.

Measurement and Payment
Seeding and Mulching will be measured and paid in acres, measured along the surface of the ground completed and accepted. No direct payment will be made for furnishing and applying the

limestone and fertilizer as such work and materials will be incidental to the work covered by Seeding and Mulching. Repair Seeding, Supplemental Seeding, Specialized Hand Mowing, Fertilizer Topdressing, Silt Excavation, and Stone for Erosion Control will be considered incidental to *Comprehensive Grading*. Work required that is not represented by contract line items will be paid in accordance with Articles 104-7 or 104-3 of the *2018 Standard Specifications*. No additional compensation will be made for maintenance and removal of temporary erosion control items.

Payment will be made under:

Pay Item	**Pay Unit**
Seeding and Mulching……	Acre

5. EROSION CONTROL

Description
This item shall include all elements of work covered by the referenced NCDOT Specifications and the numbered Additional Town Specifications provided herein.

NCDOT Specifications
1605, "Temporary Silt Fence"
1606, "Special Sediment Control Fence"
1607, "Gravel Construction entrance"
1610, "Stone for Erosion Control"
1615, "Temporary Mulching"
1620, "Temporary Seeding"
1622, "Temporary Slope Drains"
1630, "Construction and Maintenance of Silt Detention Devices"
1631, "Rolled Erosion Control Products"
1632, "Rock Inlet Sediment Trap"
1633, "Temporary Rock Silt Checks"
1634, "Temporary Rock Sediment Dams"
1635, "Rock Pipe Inlet Sediment Trap"
1636, "Temporary Stream Crossing"
1637, "Riser Basin"
1638, "Stilling Basin"
1639, "Special Stilling Basin"
1640, "Coir Fiber Baffle"
1650, "Wooded Area Cleanup"
1651, "Selective Vegetation Removal"
1660, "Seeding and Mulching"
1661, "Repair Seeding"
1662, "Supplemental Seeding"
1664, "Sodding"
1665, "Fertilizer Topdressing"
1667, "Specialized Hand Mowing"

1670, "Planting"

Additional Town Specifications

1. Erosion Control: includes but is not limited to furnishing, installing, and maintaining silt fence, diversion ditches, rock inlet sediment traps, rock pipe sediment trap, silt sacks, all stone for erosion control, rock check dams, block and gravel and inlet protection, catch basin inlet protection, temporary rock construction entrances, silt basins, and all other erosion control measures required by, the plans, current ordinances, project permitting, and the Contractor's means and methods. The Contractor shall remove all erosion control measures as directed by the Engineer.

2. Erosion Control Matting: includes but is not limited to furnishing, installing, and maintaining temporary matting required for the project as required in the plans, current ordinances, project permitting, and the Contractor's means and methods. Erosion Control Matting shall be used on all slope's steeper than 3:1. Matting may also be required in other areas as needed to stabilize the site and to maintain erosion control and/or as noted on plans.

Contractor's means and methods. Erosion Control Matting shall be used on all slopes steeper than 3:1. Matting may also be required in other areas as needed to stabilize the site and to maintain erosion control and/or as noted on plans.

Measurement and Payment

For the above-referenced NCDOT sections and numbered Additional Town Specifications, there will be no direct measurement, payment or compensation, all cost incurred to complete the work as specified shall be included in the Lump Sum price bid incidental to "Erosion Control".

There will be **no separate measurement or payment** for the items listed or referenced in this specification.

Payment will be made under:

Pay Item	**Pay Unit**
Erosion Control……..…….	LS

6. RIP RAP

Description

This section describes the Structure Stone materials, ditch rip rap, utility rip rap, and miscellaneous rip rap.

The quantity of stone to be installed will be affected by the actual conditions that occur during the construction of the project. The quantity of stone may be increased, decreased, or eliminated entirely as directed. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

The work covered by this section consists of furnishing, installing all material required for the construction of ditch rip rap, utility rip rap or miscellaneous (misc.) rip rap protection. Misc. rip-rap protection is used to protect aerial sewer line piers, pedestrian bridge abutments, or culvert outfalls and headwalls or similar. The Contractor shall install Ditch Rip Rap or Rip Rap in areas shown on the plans and/or in areas directed by the Engineer.

Construction Methods
The Contractor shall install Ditch Rip Rap in accordance with the details in the plans labeled "Ditch Rip Rap" at the locations shown in the plans or as determined by the Engineer. Misc. Rip Rap will be in areas directed by the Town or Engineer in writing and if not noted will be 1.5 feet thick well graded mix (2"-14") Rip Rap.

Material
Structure stone used on this project is described as meeting *2018 Standard Specifications* for Rip Rap (Section 1042), but similar stone may be used as approved by Project Engineer.

Item	Section
No. 5 Washed Stone	1005
No. 57 Stone	1005
Rip Rap (or stone as approved by Engineer)	1042

Construction Method
Installed structure stone should match the size specified in the plans for the stream reach and structure being constructed. Rip Rap or structure stone should be sized based on the size of structure stone installed into the structures on the reach being constructed, or as approved by the Engineer.

The Contractor shall install Ditch Rip Rap in accordance with the details in the plans labeled "Ditch Rip Rap" at the locations shown in the plans or as determined by the Engineer. Misc. Rip Rap will be in areas directed by the Town or Engineer in writing and if not noted will be 1.5 feet thick well graded mix (2"-14"). The density of Rip Rap is assumed to be 100 lbs./CY.

Measurement and Payment
Payment for Ditch Rip Rap, Utility Rip Rap and Misc. Rip Rap Protection will be paid for at the contract unit price per ton for "Rip Rap". There will be no other pay items in this provision. All costs for labor, equipment, and materials necessary to complete this provision will be included in the bid price for Rip Rap.

Pay Item **Pay Unit**
Rip Rap…..……..……. TON

7. STOCKPILE AREAS

Description
The work covered by this section consists of furnishing, installing, and maintaining and removing (as directed) any and all material required for construction of Temporary Staging and Stockpiling

areas. Temporary Staging and Stockpiling areas shall be located based on the Construction Drawings or as approved by the Engineer. Silt fence shall surround the perimeter and soil stockpiles are to be stabilized. The Contractor is responsible for erosion and sediment controls required to keep Staging and Stockpiling areas within compliance with the N.C. Sediment Control Act and the NPDES permit. Staging and Stockpile areas shall not be located within the limits of any existing sewer easements, or on top of any other existing utility. Staging and stockpile areas shall be in only areas approved by the Engineer in writing if they are outside those shown in the plans.

Measurement and Payment
No separate measurement or payment will be made for any work performed under this provision as the cost of such work will be considered incidental to *Comprehensive Grading*.

8. TOPSOIL

Description
The contractor shall furnish topsoil from off-site sources in quantities sufficient to complete the requirements as specified herein. Topsoils shall be fertile, sandy loam, and shall be a natural surface soil obtained from well-drainage areas. Material shall free of subsoils, slag, cinders, stones, lumps of soil, sticks, roots, trash, clay clods, or other extraneous materials larger than 1 1/2 inches in diameter or length. Contractor shall ensure that these soils are free of organic litter or noxious weeds including, but not limited to, Quackgrass, Johnson grass, nutsedge, or poison ivy. Proposed topsoil materials shall be subject to approval prior to installation, by the Town staff.

Analysis
The Contractor shall submit for approval prior to installation the following: Proposed topsoil sample and analysis to include soil type, pH organic content, and critical nutrient composition (nitrogen, phosphorus, potassium).

Topsoil characteristics:
Topsoil acidity range shall be between 5.0 and 7.0 inclusive.

Mechanical soil analysis by Sieve Size & Percent Passing:

A. inch mesh, 99 to 100 percent
B. (1/4) inch mesh, 97 o 99 percent
C. No. 100 mesh, 40 to 60 percent
D. No. 200 mesh, 20 to 40 percent

Preparation
The contractor shall inspect subgrade for proper elevation, gradient, and compaction prior to topsoil installation. Notify project Landscape Architect in writing if project site conditions are unsatisfactory, installation will constitute acceptance of project conditions and responsibility for required performance.

Construction Methods
Exercise care to minimize disturbance of roots of trees to remain and to prevent disturbance of

existing water, sewer and electrical utilities which are to remain. Place topsoil and spread evenly to the required depth which, after settlement, shall constitute finish grade. Do not place topsoil when the ground is frozen, excessively wet, or in a condition that the soil cannot be worked

Installation
Topsoil shall not be handled or installed in a frozen or muddy condition. Materials shall be placed in 6" lifts for all landscaped areas and used as planting soil mix for holes dug for trees and large shrubs. The contractor shall clean the jobsite of excess materials and construction debris resulting from the installation.

Measurement and Payment
Topsoil will be measured and paid as the actual number of cubic yards of topsoil places as specified herein and accepted. The topsoil used on this project will be measured by pit measurement as provided in Subarticle 230-5(A) of the *Standard Specifications* or by truck measurement as provided by Subarticle 230-5(B) of the *Standard Specifications*, as directed by the Engineer. Such price and payment will be full compensation for furnishing, placing, all labor, equipment and incidentals necessary to complete the work satisfactorily.

Payment will be made under:

Pay Item	**Pay Unit**
Topsoil……	Cubic Yard

9. SOIL AMENDMENTS

Description
The contractor shall furnish soil amendments from off-site sources in quantities sufficient to complete the requirements as specified herein.

Inorganic Soil Amendments:

Lime: Agricultural grade dolomitic lime mineral soil conditioner.

Sulfur is used to lower pH and neutralize alkaline soils.

Sulfur: Granular, biodegradable, and containing a minimum of 90 percent sulfur, with a minimum of 99 percent passing through No. 6 sieve and a maximum of 10 percent passing through No. 40 sieve.

Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.

Aluminum Sulfate: Commercial grade, unadulterated.

Perlite: Horticultural perlite, soil amendment grade.

Gypsum is used to supply calcium-deficient soils, improve soil structure, and unlock or make available other nutrients to plant roots. It is also used to reclaim highly alkaline sodic soils by replacing sodium with calcium. Sodium is washed away by leaching the soil.

Agricultural Gypsum: Minimum 90 percent calcium sulfate, finely ground with 90 percent passing through No. 50 (sieve).

Sand: Clean, washed, natural or manufactured, and free of toxic materials.

Diatomaceous Earth: Calcined, 90 percent silica, with approximately 140 percent water absorption capacity by weight.

Zeolites: Mineral clinoptilolite with at least 60 percent water absorption by weight.

Organic Soil Amendments:

Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1/2-inch sieve; soluble salt content of 500 ppm; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:

Composted fine Pine Bark (particle size 1" maximum); and as follows:

Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition: and as follows:

Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory; and as follows:

Analysis
The Contractor shall submit for approval prior to installation the following: Proposed amendment samples.

Measurement and Payment
No separate measurement or payment will be made for any work performed under this provision as the cost of such work will be considered incidental to *Comprehensive Grading*.

10. CONCRETE WHEELCHAIR RAMPS

Description
The work covered by this special provision includes all work covered in the 1000 Series of the Mecklenburg County Land Development Standards Manual – "Miscellaneous Infrastructure Standards". The concrete wheelchair ramps shall be constructed in accordance with the detail drawings and specifications, at locations indicated in the plans. Truncated domes shall be included and installed per MCLDS 10.35B. Proposed wheelchair ramps may vary from details in order to conform to existing conditions but must meet American with Disabilities Act (ADA) and Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG) requirements.

Material

All materials shall be in accordance with Details 10.35B and 10.40 of the Mecklenburg County Land Development Standards Manual.

Measurement
The quantity of wheelchair ramps to be paid for will be the actual number of square yards of wheelchair ramps, measured along the surface of the completed work which has been completed and accepted. There will be no separate measurement for truncated domes. The vertical curb associated with the directional ramps will be included in the square yard measurement.

Payment
The quantity of wheelchair ramps, measured as provided above, will be paid for at the contract unit price for "6" Concrete Wheelchair Ramps". There will be no other pay items in this provision. All costs for labor, equipment, and materials necessary to complete this provision (including truncated domes) will be included in the price bid for 6" Concrete Wheelchair Ramps. Payment will be made separately at the contract unit prices for the curb and gutter adjacent to the roadway pavement for the various curb types in MCLDS 10.17A.

Payment will be made under:

Pay Item	**Pay Unit**
6" Concrete Wheelchair Ramps ……..... ……...	EA

11. BRICK WALL

Description
The work covered by this special provision shall consist of furnishing and installing the brick walls as shown in the plans or as directed by the engineer.

Material
The walls shall match the existing brick. Contractor shall submit shop drawings to the Engineer for approval prior to ordering any materials.

Measurement and Payment
The quantity of the brick walls, measured as provided above, will be paid for at the contract unit price per square foot of exposed face for "Brick Wall". There will be no other pay items in this provision. All costs for labor, equipment, and materials necessary to complete this provision will be included in the price bid for Brick Walls.

Payment will be made under:

Pay Item	**Pay Unit**
Brick Wall	SF

12. 7.5" CONCRETE STEP

Description
This item includes all materials, equipment, labor and supervision required in the construction of a reinforced concrete 7.5" concrete step in accordance with the requirements shown on the plans, and the provision of these specifications. Work includes by is not limited to excavation and backfilling, furnishing and placing concrete, and reinforcing steel.

Material
The concrete step shall comply with detailing shown on Sheet C-5.2 and meet ADA requirements. All materials shall meet the requirements of NCDOT pertaining to, but not limited to:

Portland cement concrete.....Section 1000
Curing agents .....Section 1026
Steel bar reinforcement.....Article 1070-2

Construction
Concrete shall be constructed in accordance with Section 825, except as otherwise provided herein. Reinforcement shall be furnished and placed in accordance with the provisions of Section 425. Class B concrete shall be used. Formed surfaces of the concrete shall be given a rubbed finish. Unformed surfaces shall be given a float finish.
Backfill shall be compacted to a degree comparable to the adjacent undisturbed material.

Submittal
Contractor shall submit concrete step layout detailing the rise of the steps prior to ordering any materials.

Measurement and Payment
The quantity of Concrete Steps will be measured by the number of cubic feet of concrete to be computed from the dimensions shown on the plans or established by the Engineer, which have been incorporated into the completed and accepted Concrete Steps. This price and payment will be full compensation for all elements of work required to excavate, furnish and place concrete, reinforcing steel, backfill and compaction.

Payment will be made under:

Pay Item	**Pay Unit**
7.5" Concrete Step…….……..……..	CF

13. MECHANICALLY STABILIZED EARTH RETAINING WALLS

1.0 General

Construct mechanically stabilized earth (MSE) retaining walls consisting of steel or geosynthetic reinforcement in the reinforced zone connected to vertical facing elements. Use segmental retaining wall units (SRW) for vertical facing elements and coarse aggregate in the reinforced zone unless noted otherwise in the plans. Design and construct MSE retaining walls based on actual elevations and wall dimensions in accordance with the contract and accepted submittals. Use a prequalified MSE Wall Installer to construct MSE retaining walls.

Define MSE wall terms as follows:
Geosynthetic or *Geogrid Reinforcement* – Polyester Type (PET), HDPE or Polypropylene (PP) geogrid reinforcement,
Geogrid – PET, HDPE or PP geogrid,
Reinforcement – Steel or geogrid reinforcement,
Aggregate – Coarse or fine aggregate,
Coping – Precast or CIP concrete coping,
MSE Wall – Mechanically stabilized earth retaining wall,
MSE Wall Vendor – Vendor supplying the chosen MSE wall system,
MSE Segmental Wall – MSE wall with segmental retaining wall (SRW) units and
Abutment Wall – MSE wall with bridge foundations in any portion of the reinforced zone or an MSE wall connected to an abutment wall (Even if bridge foundations only penetrate a small part of the reinforced zone, the entire MSE wall is considered an abutment wall).

Use an approved MSE wall system in accordance with the plans and any NCDOT restrictions or exceptions for the chosen system. Value engineering proposals for other MSE wall systems will not be considered. Do not use MSE wall systems with an "approved for provisional use" status for abutment walls or MSE walls subject to scour, walls with design heights greater than 35 ft or walls supporting or adjacent to railroads or interstate highways. The list of approved MSE wall systems with approval status is available from:
connect.ncdot.gov/resources/Geological/Pages/Products.aspx

2.0 Materials

Refer to the Standard Specifications.

Item	Section
Aggregate	1014
Corrugated Steel Pipe	1032-3
Epoxy, Type 3A	1081
Geosynthetics	1056
Grout, Type 3	1003
Joint Materials	1028
Portland Cement Concrete, Class A	1000
Precast Retaining Wall Coping	1077
Reinforcing Steel	1070

Segmental Retaining Wall Units	1040-4
Select Material, Class V	1016
Shoulder Drain Materials	816-2
Steel Pipe	1036-4(A)

Provide Type 2 geotextile for filtration and separation geotextiles. Use Class A concrete for, leveling concrete and pads. Use galvanized steel pipe, threaded rods and nuts for the PET geogrid reinforcement vertical obstruction detail. Provide galvanized Grade 36 anchor rods and Grade A hex nuts that meet AASHTO M 314 for threaded rods and nuts.

Use SRW units from producers approved by the Department and licensed by the MSE Wall Vendor.

Damaged SRW units with excessive discoloration, chips or cracks as determined by the Engineer will be rejected. Do not damage reinforcement connection devices or mechanisms in handling or storing SRW units.

Store steel materials on blocking at least 12" above the ground and protect it at all times from damage; and when placing in the work make sure it is free from dirt, dust, loose mill scale, loose rust, paint, oil or other foreign materials. Handle and store geotextiles and geogrids in accordance with Article 1056-2 of the *Standard Specifications*. Load, transport, unload and store MSE wall materials so materials are kept clean and free of damage. Bent, damaged or defective materials will be rejected.

A. Aggregate

Use standard size No. 57, 57M, 67 or 78M that meets Table 1005-1 of the *Standard Specifications* for coarse aggregate and the following for fine aggregate:

1. Standard size No. 1S, 2S, 2MS or 4S that meets Table 1005-2 of the *Standard Specifications* or
2. Gradation that meets Class III, Type 3 select material in accordance with Article 1016-3 of the *Standard Specifications.*

Fine aggregate is exempt from mortar strength in Subarticle 1014-1(E) of the *Standard Specifications*. Use fine aggregate with a maximum organic content of 1.0%. Provide aggregate with electrochemical properties that meet the following requirements:

AGGREGATE pH REQUIREMENTS

Aggregate Type (in reinforced zone)	Reinforcement or Connector Material	pH
Coarse or Fine	Steel	5 – 10
Coarse or Fine	PET	5 – 8
Coarse or Fine	Polyolefin (HDPE or Polypropylene)	4.5 – 9

AGGREGATE CHEMICAL REQUIREMENTS (Steel Reinforcement/Connector Materials Only)			
Aggregate Type (in reinforced zone)	**Resistivity**	**Chlorides**	**Sulfates**
Coarse	≥ 5,000 Ω · cm	≤ 100 ppm	≤ 200 ppm
Fine	≥ 3,000 Ω · cm		

Use aggregate from sources participating in the Department's Aggregate QC/QA Program as described in Section 1006 of the *Standard Specifications*. Sample and test aggregate in accordance with the *Mechanically Stabilized Earth Wall Aggregate Sampling and Testing Procedures*. Electrochemical testing is only required for coarse aggregate from sources in the Coastal Plain as defined by Subarticle 1018-2(B)(1)

B. Reinforcement

Provide steel or geosynthetic reinforcement supplied by the MSE Wall Vendor or a manufacturer approved or licensed by the vendor. Use reinforcement approved for the chosen MSE wall system. The list of approved reinforcement for each MSE wall system is available from the website shown elsewhere in this provision.

1. Steel Reinforcement

Provide Type 1 material certifications in accordance with Article 106-3 of the *Standard Specifications* for steel reinforcement. Use welded wire grid reinforcement ("mesh", "mats" and "ladders") that meet Article 1070-3 of the *Standard Specifications* and steel strip reinforcement ("straps") that meet ASTM A572, A1011 or A463. Use 10 gauge or heavier structural steel Grade 50 or higher for steel strip reinforcement. Galvanize steel reinforcement in accordance with Section 1076 of the *Standard Specifications* or provide aluminized steel strip reinforcement that meet ASTM A463, Type 2-100.

2. Geosynthetic Reinforcement

Use HDPE or PP geogrid for geogrid reinforcement connected to backwalls of end bent caps. Use PET or HDPE geogrid for geogrid reinforcement connected to SRW units.
Define machine direction (MD) and cross-machine direction (CD) for geogrids per Article 1056-3 of the Standard Specifications. Provide Type 1 material certifications and identify geogrid reinforcement in accordance with Article 1056-3 of the Standard Specifications. Provide extruded geogrids manufactured from punched and drawn polypropylene sheets for PP geogrids that meet the following:

PP GEOGRID REQUIREMENTS		
Property	**Requirement[1]**	**Test Method**
Aperture Dimensions[2]	1" x 1.2"	N/A
Minimum Rib Thickness[2]	0.07" x 0.07"	N/A
Tensile Strength @ 2% Strain[2]	580 lb/ft x 690 lb/ft	ASTM D6637, Method A
Tensile Strength @ 5% Strain[2]	1,200 lb/ft x 1,370 lb/ft	
Ultimate Tensile Strength[2]	1,850 lb/ft x 2,050 lb/ft	
Junction Efficiency[3] (MD)	93%	ASTM D7737
Flexural Rigidity[4]	2,000,000 mg–cm	ASTM D7748
Aperture Stability Modulus[5]	0.55 lb–ft/degrees	ASTM D7864
UV Stability (Retained Strength)	100% (after 500 hr of exposure)	ASTM D4355

1. MARV per Article 1056-3 of the *Standard Specifications* except dimensions and thickness are nominal.
2. Requirement for MD x CD.
3. Junction Efficiency (%) = (Average Junction Strength (Xj_{ave}) / Ultimate Tensile Strength in the MD from ASTM D6637, Method A) × 100.
4. Test specimens two ribs wide, with transverse ribs cut flush with exterior edges of longitudinal ribs, and sufficiently long to enable measurement of the overhang dimension.
5. Applied moment of 17.7 lb–inch (torque increment).

C. Miscellaneous Components

Miscellaneous components may include connectors (e.g., anchors, bars, clamps, pins, plates, ties, etc.), fasteners (e.g., bolts, nuts, washers, etc.) and any other MSE wall components not included above. Galvanize steel components in accordance with Section 1076 of the *Standard Specifications*. Provide miscellaneous components approved for the chosen MSE wall system. The list of approved miscellaneous components for each MSE wall system is available from the website shown elsewhere in this provision.

3.0 Preconstruction Requirements

A. MSE Wall Surveys

The Retaining Wall Plans show a plan view, typical sections, details, notes and an elevation or profile view (wall envelope) for each MSE wall. Before beginning MSE wall design, survey existing ground elevations shown in the plans and other elevations in the vicinity of MSE wall locations as needed. For proposed slopes above or below MSE walls, survey existing ground elevations to at least 10 ft beyond slope stake points. Based on these elevations, finished grades and actual MSE wall dimensions and details, submit revised wall envelopes for acceptance. Use accepted wall envelopes for design.

B. MSE Wall Designs

For MSE wall designs, submit PDF files of working drawings and design calculations at least 30 days before the preconstruction meeting. Note name and NCDOT ID number of the SRW unit production facility on working drawings. Do not begin MSE wall construction until a design submittal is accepted. The contractor shall submit product data, including sufficient information to determine if the aesthetic treatment is acceptable to the Town for approval prior to fabrication or installation.

Use a prequalified MSE Segmental Wall Design Consultant to design MSE segmental walls. Provide MSE segmental wall designs sealed by a Design Engineer approved as a Geotechnical Engineer (key person) for the MSE Segmental Wall Design Consultant. Design MSE walls in accordance with the plans, *AASHTO LRFD Bridge Design Specifications* and any NCDOT restrictions for the chosen MSE wall system unless otherwise required. Design MSE walls for seismic if walls are located in seismic zone 2 based on Figure 2-1 of the *Structure Design Manual*. Connect reinforcement to SRW units with methods or devices approved for the chosen system. Use a uniform reinforcement length throughout the wall height of at least 0.7H with H as shown in the plans or 6 ft, whichever is longer, unless noted otherwise in the plans. Extend the reinforced zone at least 6" beyond end of reinforcement. Do not locate drains, the reinforced zone or leveling pads outside right-of-way or easement limits.

Use the simplified method for determining maximum reinforcement loads and design parameters approved for the chosen MSE wall system or default values in accordance with the AASHTO LRFD specifications. Design steel components including reinforcement and connectors for the design life noted in the plans and aggregate type in the reinforced zone. If an MSE wall system with geogrid reinforcement includes any steel parts for obstructions, bin walls, connections or other components, design steel exposed to aggregate for the design life noted in the plans and aggregate type in the reinforced zone. Use “loss of galvanizing” metal loss rates for nonaggressive backfill in accordance with the AASHTO LRFD specifications for galvanized and aluminized steel and metal loss rates for carbon steel in accordance with the following:

CARBON STEEL CORROSION RATES	
Aggregate Type (in reinforced zone)	**Carbon Steel Loss Rate (after coating depletion)**
Coarse	0.47 mil/year
Fine (except abutment walls)	0.58 mil/year
Fine (abutment walls)	0.70 mil/year

For PET or HDPE geogrid reinforcement and geosynthetic connectors, use approved geosynthetic properties for the design life noted in the plans and aggregate type in the reinforced zone. For geogrid reinforcement connected to end bent caps, embed geosynthetic reinforcement or connectors in caps as shown in the plans. For PP geogrid reinforcement connected to end bent caps, use the following design parameters for the aggregate type in the

reinforced approach fill.

PP GEOGRID REINFORCEMENT DESIGN PARAMETERS				
Aggregate Type (in reinforced zone)	**T_{al} (MD)**	**F***	**α**	**ρ**
Coarse	400 lb/ft	0.70	0.8	32.0°
Fine	428 lb/ft	0.54	0.8	28.35°

Where,

T_{al} = long-term design strength (LTDS),
F* = pullout resistance factor,
α = scale effect correction factor and
ρ = soil-geogrid friction angle.

When noted in the plans, design MSE walls for a live load (traffic) surcharge of 250 psf in accordance with Figure C11.5.6-3(b) of the AASHTO LRFD specifications. For steel beam guardrail with 8 ft posts or concrete barrier rail above MSE walls, analyze top 2 reinforcement layers for traffic impact loads in accordance with Section 7.2 of the FHWA MSE wall manual shown elsewhere in this provision except use the following for geosynthetic reinforcement rupture:

$$\phi\, T_{al}\, R_c \geq T_{max} + (T_I / RF_{CR})$$

Where,

ϕ = resistance factor for tensile resistance in accordance with Section 7.2.1 of the FHWA MSE wall manual,
T_{al} = long-term geosynthetic design strength approved for chosen MSE wall system,
R_c = reinforcement coverage ratio = 1 for continuous geosynthetic reinforcement,
T_{max} = factored static load in accordance with Section 7.2 of the FHWA MSE wall manual,
T_I = factored impact load in accordance with Section 7.2 of the FHWA MSE wall manual and
RF_{CR} = creep reduction factor approved for chosen MSE wall system.

If existing or future obstructions such as foundations, guardrail, fence or handrail posts, moment slabs, pavements, pipes, inlets or utilities will interfere with reinforcement, maintain a clearance of at least 3" between obstructions and reinforcement unless otherwise approved. Design reinforcement for obstructions and locate reinforcement layers so all of reinforcement length is within 3" of corresponding connection elevations. Modify PET geogrid reinforcement for obstructions as shown in the plans.

Use 6" thick CIP unreinforced concrete leveling pads beneath SRW units that are continuous at steps and extend at least 6" in front of and behind bottom row of SRW units. Unless required otherwise in the plans, embed top of leveling pads in accordance with the following requirements:

EMBEDMENT REQUIREMENTS		
Front Slope[1] (H:V)	**Minimum Embedment Depth[2] (whichever is greater)**	
6:1 or flatter (except abutment walls)	H/20	1 ft for H ≤ 10 ft 2 ft for H > 10 ft
6:1 or flatter (abutment walls)	H/10	2 ft
> 6:1 to < 3:1	H/10	2 ft
3:1 to 2:1	H/7	2 ft

1. Front slope is as shown in the plans.
2. Define "H" as the maximum design height plus embedment per wall with the design height and embedment as shown in the plans.

When noted in the plans, locate a continuous aggregate shoulder drain along the base of the reinforced zone behind the aggregate. Provide wall drainage systems consisting of drains and outlet components in accordance with Roadway Standard Drawing No. 816.02.

For MSE segmental walls, coarse aggregate is required in any SRW unit core spaces and between and behind SRW units for a horizontal distance of at least 18". Separation geotextiles are required between the aggregate and overlying fill or pavement sections except when concrete pavement, full depth asphalt or cement treated base is placed directly on aggregate. When noted in the plans, separation geotextiles are also required at the back of the reinforced zone between the aggregate and backfill or natural ground. Unless required otherwise in the plans, use reinforced concrete coping at top of walls that meets the following requirements:

1. Coping dimensions as shown in the plans,
2. CIP concrete coping for MSE segmental walls and
3. At the Contractor's option and when shown in the plans, CIP concrete coping that extends down back of SRW units or connects to SRW units with dowels.

For MSE segmental walls with dowels, attach dowels to top courses of SRW units in accordance with the following:

1. Set dowels in core spaces of SRW units filled with grout instead of coarse aggregate or
2. Embed adhesively anchored dowels in holes of solid SRW units with epoxy.

Submit working drawings and design calculations for acceptance in accordance with Article 105-2 of the *Standard Specifications*. Submit working drawings showing plan views, wall profiles with foundation pressures, typical sections with reinforcement and connection details, aggregate locations and types, geotextile locations and details of leveling pads, SRW units, coping, bin walls, slip joints, pile sleeves, etc. If necessary, include details on working drawings for concrete barrier rail with moment slab, reinforcement splices if allowed for the chosen MSE wall system, reinforcement connected to end bent caps, curved MSE walls with tight (short) radii and obstructions extending through walls or interfering with reinforcement,

leveling pads, barriers or moment slabs. Submit design calculations for each wall section with different surcharge loads, geometry or material parameters. At least one analysis is required for each wall section with different reinforcement lengths. When designing MSE walls with computer software other than MSEW, use MSEW, version 3.0 with update 14.96 or later, manufactured by ADAMA Engineering, Inc. to verify the design. At least one MSEW analysis is required per 100 ft of wall length with at least one analysis for the wall section with the longest reinforcement. Submit electronic MSEW input files and PDF output files with design calculations.

C. Preconstruction Meeting

Before starting MSE wall construction, hold a preconstruction meeting to discuss the construction and inspection of the MSE walls. If this meeting occurs before all MSE wall submittals have been accepted, additional preconstruction meetings may be required before beginning construction of MSE walls without accepted submittals. The Resident or Bridge Maintenance Engineer, Area Construction Engineer, Geotechnical Operations Engineer, Contractor and MSE Wall Installer Superintendent will attend preconstruction meetings.

4.0 Corrosion Monitoring

Corrosion monitoring is required for MSE walls with steel reinforcement. The Engineer will determine the number of monitoring locations and where to install the instrumentation. Contact M&T before beginning wall construction. M&T will provide the corrosion monitoring instrumentation kits and if necessary, assistance with installation.

5.0 Site Assistance

Unless otherwise approved, an MSE Wall Vendor representative is required to assist and guide the MSE Wall Installer on-site for at least 8 hours when the first SRW units and reinforcement layer are placed. If problems are encountered during construction, the Engineer may require the vendor representative to return to the site for a time period determined by the Engineer.

6.0 Construction Methods

Control drainage during construction in the vicinity of MSE walls. Direct run off away from MSE walls, aggregate and backfill. Contain and maintain aggregate and backfill and protect material from erosion.

Excavate as necessary for MSE walls in accordance with the accepted submittals. If applicable and at the Contractor's option, use temporary shoring for wall construction instead of temporary slopes to construct MSE walls. Define "temporary shoring for wall construction" as temporary shoring not shown in the plans or required by the Engineer including shoring for OSHA reasons or the Contractor's convenience.

Notify the Engineer when foundation excavation is complete. Do not place leveling pad concrete, aggregate or reinforcement until excavation dimensions and foundation material are

approved.

Construct CIP concrete leveling pads at elevations and with dimensions shown in the accepted submittals and in accordance with Section 420 of the *Standard Specifications*. Cure leveling pads at least 24 hours before placing SRW units.

Stack SRW units so the final wall position is as shown in the accepted submittals. Stagger SRW units to create a running bond by centering SRW units over joints in the row below as shown in the accepted submittals.

Construct MSE walls with the following tolerances:

A. SRW units are level from front to back and between units when checked with a 4 ft long level,
B. Vertical joint widths are 1/4" maximum for SRW units,
C. Final wall face is within 3/4" of horizontal and vertical alignment shown in the accepted submittals when measured along a 10 ft straightedge and
D. Final wall plumbness (batter) is not negative (wall face leaning forward) and within 0.5° of vertical unless otherwise approved.

Place reinforcement at locations and elevations shown in the accepted submittals and within 3" of corresponding connection elevations. Install reinforcement with the direction shown in the accepted submittals. Before placing aggregate, pull geogrid reinforcement taut so it is in tension and free of kinks, folds, wrinkles or creases. Reinforcement may be spliced once per reinforcement length if shown in the accepted submittals. Use reinforcement pieces at least 6 ft long. Contact the Engineer when unanticipated existing or future obstructions such as foundations, guardrail, fence or handrail posts, pavements, pipes, inlets or utilities will interfere with reinforcement. To avoid obstructions, deflect, skew or modify reinforcement as shown in the accepted submittals.

Place aggregate in the reinforced zone in 8" to 10" thick lifts. Compact fine aggregate in accordance with Subarticle 235-3(C) of the *Standard Specifications*. Use only hand operated compaction equipment to compact aggregate within 3 ft of SRW units. At a distance greater than 3 ft, compact aggregate with at least 4 passes of an 8 ton to 10 ton vibratory roller in a direction parallel to the wall face. Smooth wheeled or rubber tired rollers are also acceptable for compacting aggregate. Do not use sheepsfoot, grid rollers or other types of compaction equipment with feet. Do not displace or damage reinforcement when placing and compacting aggregate. End dumping directly on geogrids is not permitted. Do not operate heavy equipment on reinforcement until it is covered with at least 8" of aggregate. Replace any damaged reinforcement to the satisfaction of the Engineer.

Backfill for MSE walls outside the reinforced zone in accordance with Article 410-8 of the *Standard Specifications*. If a drain is required, install wall drainage systems as shown in the accepted submittals and in accordance with Section 816 of the *Standard Specifications*. If pile sleeves are required, fill sleeves with loose uncompacted sand before constructing end bent caps.

Install dowels as necessary for SRW units and place and construct coping and leveling concrete as shown in the accepted submittals. Construct leveling concrete in accordance with Section 420 of the *Standard Specifications*. Construct CIP concrete coping in accordance with Subarticle 452-4(B) of the *Standard Specifications*. When single faced precast concrete barrier is required in front of and against MSE walls, stop coping just above barrier so coping does not interfere with placing barrier up against wall faces. If the gap between a single faced barrier and wall face is wider than 2", fill gap with Class V select material (standard size No. 78M stone). Otherwise, fill gap with backer rod and seal joint between barrier and MSE wall with silicone sealant.

When separation geotextiles are required, overlap adjacent geotextiles at least 18" and hold geotextiles in place with wire staples or anchor pins as needed. Seal joints above and behind MSE walls between coping and concrete slope protection with silicone sealant.

7.0 Measurement and Payment

MSE Retaining Walls will be measured and paid in square feet. MSE walls will be measured as the square feet of wall face area with the pay height equal to the difference between top of wall and top of leveling pad elevations as shown in Appendix A.

The contract unit price for *MSE Retaining Walls* will be full compensation for providing designs, submittals, labor, tools, equipment and MSE wall materials, excavating, backfilling, hauling and removing excavated materials and supplying site assistance, leveling pads, SRW units, reinforcement, aggregate, wall drainage systems, geotextiles, coping, miscellaneous components and any incidentals necessary to construct MSE walls. The contract unit price for *MSE Retaining Walls* will also be full compensation for reinforcement and connector design for reinforcement connected to end bent caps, wall modifications for obstructions, pile sleeves filled with sand, joints sealed with silicone sealant and gaps between barriers and MSE walls filled with backer rod or No. 78M stone, if required.

No separate payment will be made for temporary shoring for wall construction. Temporary shoring for wall construction will be incidental to the contract unit price for MSE Retaining Walls. The contract unit price will also be full compensation for aesthetic treatment.

Payment will be made under:

Pay Item	Pay Unit
MSE Retaining Wall	Square Foot

14. BRICK PAVERS

Description

The work covered by this special provision shall consist of furnishing and installing the brick

pavers as shown in the plans or as directed by the engineer.

Material
The pavers shall be brick with 1/16" polymeric sand-swept joints. Contractor shall submit shop drawings to the Engineer for approval prior to ordering any materials.

Measurement and Payment
The quantity of the brick walls will be paid for at the contract unit price per square foot of the "brick pavers". There will be no other pay items in this provision. All costs for labor, equipment, and materials necessary to complete this provision (including sand and gravel base) will be included in the price bid for Brick Pavers.

Payment will be made under:

Pay Item	**Pay Unit**
Brick Pavers	SF

END OF TECHNICAL SPECIFICATION SECTION

PROPOSAL SHEET

To the Town Engineer, Matthews Public Works Department, 1600 Tank Town Road, Matthews, North Carolina 28105.

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

1. Itemized Proposal
2. Non-collusion Affidavit
3. Contractor's Affidavit
4. Release and Waiver of Claim
5. Certificate of Prompt Payment

The undersigned, having carefully examined the site and familiarized (themselves, itself) with the existing conditions on the project area affecting the cost of the work, and with the Contract documents, which includes Notice to Bidders, the form of Proposal, form of Contract (Agreement), form of Non-collusion Affidavit, Addenda (if any), General Specifications, Project Special Provisions (to include the required insurance limits and Technical Specifications), and form of Surety Bonds and plans, details, drawings, as prepared by the Office of the Town Engineer and on file in the Office of the Town Engineer, hereby proposes to furnish all supervision, labor, equipment, materials and services, including all utility and transportation services required to construct and complete the **North Ames Street Sidewalk Improvements Project**, all in accordance with the above-listed documents at and for the Contract lump-sum bid as determined by the unit prices for the items and estimated quantities listed on the itemized proposal for said project.

See attached estimated quantities in the Itemized Proposal sheet for reference. These quantities are provided solely for the purpose of illustrating the work shown in the construction plans. 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.

Section Numbers refer to the appropriate section of *the Standard Specifications for Roads and Structures*, current edition of the North Carolina State Highway Department, detail from NCDENR, or the appropriate detail from the *Mecklenburg County Land Development Standards*, latest edition, as applicable. SP refers to the appropriate section of the Special Provisions. All item prices shall include the costs to install the item at the beginning of the appropriate work period, maintain and refresh the item as needed during the work period, and remove the item, when appropriate, at the completion of the work period.

ITEMIZED PROPOSAL

PROJECT: NORTH AMES STREET SIDEWALK IMPROVEMENTS PROJECT

LUMP SUM BASE BID $ _____

Item No.	NCDOT Sect. No.	Item Description	Quantity	Unit	Unit Price	Cost
1	800	MOBILIZATION (10%)	1	LS		
2	SP	CONSTRUCTION SURVEY AND LAYOUT	1	LS		
3	SP	COMPREHENSIVE GRADING -L1-	1	LS		
4	310	TOPSOIL	200	CY		
5	340	24" RC PIPE CULVERTS, CLASS III	82	LF		
6	545	PIPE REMOVAL	35	LF		
7	610	INCIDENTAL STONE BASE	68	TON		
8	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	2	TON		
9	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0B	2	TON		
10	620	ASPHALT CONC BASE COURSE, TYPE B25.0B	2	TON		
11	838	ASPHALT BINDER FOR PLANT MIX	1	TON		
12	840	ENDWALLS	3	CY		
13	840	MASONRY DRAINAGE STRUCTURES	2	EA		
14	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE E	1	EA		
15	846	FRAME WITH COVER, STD 840.54	1	EA		
16	848	2'-6" CONCRETE CURB & GUTTER	503	LF		
17	848	6" CONCRETE DRIVEWAY	105	SY		
18	876	4" CONCRETE SIDEWALK	275	SY		
19	904	RIP-RAP	14	TON		
20	1205	SIGN ERECTION, TYPE E	1	EA		
21	1660	THERMOPLASTIC PAVEMENT MARKINGLINES (24", 120 MILS)	11	LF		
22	SP	SEEDING & MULCHING	0.25	ACR		
23	SP	6" CONCRETE WHEELCHAIR RAMPS	3	EA		
24	SP	7.5" CONCRETE STEP	5	CF		
25	SP	BRICK WALL	11	SF		
26	SP	TRAFFIC CONTROL	1	LS		
27	SP	EROSION CONTROL	1	LS		

Alternates:
Should an Alternate (See Appendix A) be accepted, the amount written below shall be the amount either "added to" or "deducted from" the Base Bid. The Bidder shall indicate if the Alternate is an "add" or "deduct" and the changes in the number of days for the overall construction of the work. If the Alternate is left blank, then the Alternate would not change the Base Bid if accepted. The Bidder agrees to construct the Alternate(s) as described in the Contract Document for the following prices:

Alternate 1: $_____ _____Days_

1. **Description**: Combined Drainage System (Appendix A, Sheet 1)

Item No.	NCDOT Sect. No.	Item Description	Quantity	Unit	Unit Price	Cost
1	310	24" RC PIPE CULVERTS, CLASS III	-82	LF		$ -
2	310	36" RC PIPE CULVERTS, CLASS III	117	LF		$ -
3	310	48" RC PIPE CULVERTS, CLASS III	11	LF		$ -
4	838	ENDWALLS	3	CY		$ -
5	840	MASONRY DRAINAGE STRUCTURES	1	EA		$ -
6	840	FRAME WITH COVER, STD 840.54	1	EA		$ -
7	876	RIP-RAP	-8	TON		$ -

Alternate 2: $_____ _____Days_

2. **Description**: Enhanced Sidewalk (Appendix A, Sheet 2)

Item No.	NCDOT Sect. No.	Item Description	Quantity	Unit	Unit Price	Cost
1	SP	COMPREHENSIVE GRADING -ALT 3-	1	LS		
2	848	4" CONCRETE SIDEWALK	18	SY		

Alternate 3: $_____ _____Days_

3. **Description**: Enhanced Sidewalk with Retaining Wall (Appendix A, Sheet 3)

Item No.	NCDOT Sect. No.	Item Description	Quantity	Unit	Unit Price	Cost
1	SP	COMPREHENSIVE GRADING -ALT 3-	1	LS		
2	848	4" CONCRETE SIDEWALK	18	SY		
3	SP	BRICK PAVERS	40	SF		
4	SP	MSE RETAINING WALL	140	SF		

SIGNATURE SHEET

Prior to submitting this proposal, each Bidder shall visit the project site and be thoroughly familiar with all existing conditions that will affect the work. Site visits shall be coordinated with the Town of Matthews Public Works Department by contacting Susan Habina Woolard, PE, Town Engineer at (704) 708-1243.

The foregoing quantities are considered to be approximate only and are given as the basis for comparison of bids. The Contractor shall make an estimate of the quantities of materials to be used in this work and shall use those quantities in the line-item amount and final Lump-Sum Bid. Unit prices are to be used for new work or modifications to proposed work only. The Town of Matthews may increase or decrease the amount of any item or portion of items as may be deemed necessary or expedient.

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

SIGNATURE OF BIDDER

Name of Firm: _____
(Print or Type)

Signature of Bidder: _____ (SEAL)

ATTEST

_____
(Secretary, if Corporation)

Address of Bidder: _____
(Print or Type)
_____

Email Address of Bidder: _____

Phone Number of Bidder: _____

ACKNOWLEDGEMENT OF ADDENDA:

No.: _____ Date: _____

No.: _____ Date: _____

NC LICENSE NUMBER: _____

NON-COLLUSION AFFIDAVIT OF CONTRACTOR

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

_____, being first duly sworn, deposes and says that:
(Name)

(1) She/He is _____ of _____, the
(Title) *(Company)*
Contractor that submitted the attached Proposal;

(2) She/he is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal was genuine and not a collusive or sham Proposal;

(4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Proposal of any other Bidder, or to fix any overhead, profit or cost element of the bid price, or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Matthews or any person interested in the proposed Contract; and,

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

Signature:_____ Date:_____ Title:_____

Subscribed and sworn to before me
this_____day of_____, 20____.

_____ My Commission Expires: _____
Notary Public

CONTRACTOR'S AFFIDAVIT RELEASE AND WAIVER OF CLAIM

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

_____, _____of
(Name) *(Title)*

_____, being first duly sworn, deposes and says that:
(Company)

1. The undersigned is authorized to execute this Affidavit, Release and Waiver of Claim on behalf of the Contractor and has personal knowledge of all facts set forth herein.

2. This Affidavit, Release and Waiver of Claim is made concerning the construction of the following project:
   North Ames Street Sidewalk Improvements Project

3. All payrolls, material bills, sales tax, social security tax, state and federal unemployment insurance, and all liabilities and taxes owed by the Contractor and arising in any manner from the above-described project have been paid in full;

4. No claim or lien exists in favor of any supplier of materials or labor or in favor of any subcontractor furnishing materials or labor on the above-described project;

5. Notwithstanding the foregoing, if the Town of Matthews or property of the Town of Matthews is subject to any claim or lien which arises in any manner from the failure of the Contractor to pay any liability described above, the Contractor will indemnify and hold the Town of Matthews harmless for any amount which the Town of Matthews is required to pay to discharge such lien or settle such claim and further will pay the Town of Matthews's expenses, costs, and attorney fees incurred in connection therewith.

6. All claims, suits, and proceedings of every name, description, or nature arising out of the above project against the Town of Matthews, its officers, employees and agents have been settled;

7. The Contractor releases and waives any and all claims of every type and description which the Contractor may have against the Town of Matthews arising in any manner from the construction of the above-described project.

_____ Date: _____
Contractor

_____
Title

Sworn to and subscribed before me this _____
day of_____, 20_____. (Seal)

_____ My Commission Expires: _____

CERTIFICATE OF PROMPT PAYMENT

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactoryperformance of its contract no later than seven (7) days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of the owner. This clause applies to both DBE and non-DBE subcontractors.

NAME OF BIDDER:

_____

BY:

_____

TITLE:

_____

DATE:

_____

CERTIFICATION OF BIDDER REGARDING SECTION 3 AND SEGREGATED FACILITIES

Name of Prime Contractor

Project Name & Number

The undersigned hereby certifies that:

1. Section 3 provisions are included in the Contract.
2. A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $100,000).
3. No segregated facilities will be maintained.

Name

Name & Title of Signer (Print or Type):

Signature

Date

BIDDER'S CERTIFICATION

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: _____

W/MBE REPORTS

APPENDIX A EXHIBITS
ADD ALTERNATES