



INVITATION TO BID

NC 24 (Grove Street) Sidewalk

OWNER:

CITY OF FAYETTEVILLE
433 Hay Street
Fayetteville, North Carolina 28301

DESIGNER:

City of Fayetteville
Engineering & Maintenance
433 Hay Street
Fayetteville, NC 28301

Bid Due Date: - Tuesday, February 13, 2018; 5:00 P.M.

This document is intended for use on City of Fayetteville Construction Projects and shall not be used on any project that is not reviewed and approved by the City of Fayetteville.

TABLE OF CONTENTS

SECTION A – PROJECT SPECIFICS

NOTICE TO BIDDERS
SPECIAL PROVISIONS
BOND
ADDENDA
BID PROPOSAL
LIST OF SUBCONTRACTORS
DEBARMENT STATEMENT
SDBE PROGRAM
SDBE AFFIDAVITS

SECTION B – CONTRACT AWARD DOCUMENTS

CONTRACT
PERFORMANCE BOND
PAYMENT BOND
POWER OF ATTORNEY
CERTIFICATE(S) OF INSURANCE
NOTICE TO PROCEED

SECTION C – ADMINISTRATIVE PROVISIONS

DEFINITIONS
INSTRUCTIONS TO BIDDERS
CONTRACT REQUIREMENTS
REQUIRED FORMS (POST-AWARD)
GENERAL STATUTES GUIDELINES
REQUIREMENTS OF THE WORK

SECTION D – TECHNICAL SPECIFICATIONS

SECTION 00450	PLANT MIX BITUMINOUS CONCRETE SURFACE COURSE AND BITUMINOUS CONCRETE BASE COURSE
SECTION 00455	CURBS AND GUTTERS
SECTION 00460	CONCRETE SIDEWALK
SECTION 00460-A	CONCRETE
SECTION 00497	CONSTRUCTION ZONE TRAFFIC CONTROL
SECTION 497A	TRAFFIC CONTROL STANDARDS
SECTION 02931	SOD

APPENDICES

SECTION A – PROJECT SPECIFICS

NOTICE TO BIDDERS

Pursuant to N.C.G.S. 143-131 sealed proposals will be received by the City of Fayetteville, until 5:00 p.m., Tuesday, February 13, 2018, in the Purchasing Department, 2nd floor, City Hall, 433 Hay Street, Fayetteville, North Carolina, at which time they will be considered for the purchase of the following:

NC 24 (GROVE STREET) SIDEWALK

The Bid Opening will be held at 5:00 PM on February 13, 2018 at City Hall, EE Smith Room, 2nd Floor, 433 Hay Street, Fayetteville, NC 28301, for the project entitled, "NC 24 (Grove Street) Sidewalk." **A pre-bid conference will be held at 10:00 am, February 1, 2018 at City Hall**, EE Smith Room, 2nd Floor, 433 Hay Street, Fayetteville, NC 28301.

Plans, specifications and bid documents may be obtained in the Purchasing Office of the City of Fayetteville, 2nd floor, City Hall, 433 Hay Street, Fayetteville, North Carolina, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday or by **email request to NCameron@ci.fay.nc.us**.

The right is reserved to reject any or all bids and to waive all informalities concerning bid, or award bid to the lowest responsible bidder or bidders, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract.

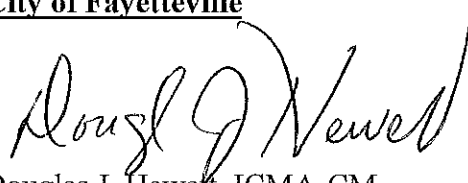
City of Fayetteville
Francesca Cameron, CLGPO
Purchasing Agent
NCameron@ci.fay.nc.us

A message from the City of Fayetteville City Manager, Douglas J. Hewett, ICMA-CM

It is the policy of the City of Fayetteville to provide locals and minorities equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts.

The City of Fayetteville encourages and invites local, small, and/or minority owned businesses to participate in the City's procurement process.

City of Fayetteville

A handwritten signature in black ink that reads "Douglas J. Hewett". The signature is written in a cursive style with a large, sweeping initial "D".

Douglas J. Hewett, ICMA-CM
City Manager

SPECIAL PROVISIONS

PERFORMANCE AND DELIVERY

NC 24 (GROVE STREET) SIDEWALK

Bid Receipt Date	February 13, 2018 at 5 pm
Pre-Bid Conference	February 1, 2018 at 10 am EE Smith Conference Room City Hall – 2nd Floor 433 Hay St Fayetteville, NC 28301
Date of Availability	Date when the contract is executed by both the successful bidder and the City.
Contract Time	(60) CALENDAR DAYS.
Liquidated Damages	\$1,000.00 per day for each day of overrun \$1,000.00 per day for each day of unauthorized suspension
Bid Acceptance Period	(60) Calendar Days unless otherwise noted

The project consists of Construction of a 5 foot sidewalk on the south side of Grove Street from N. Racepath Street to Dunn Road.

Questions regarding this bid must be submitted in writing to the attention of Francesca Cameron, Purchasing Agent, by e-mail to NCameron@ci.fay.nc.us no later than 5:00pm, **February 2, 2018.**

Bidders are expressly prohibited from contacting any City of Fayetteville official or employee associated with this Request for Proposal, except as noted above. Violation of this prohibition is grounds for the immediate disqualification of the bidder.

Work Hour Restriction: No work in the road shall be performed before 9:00am and after 4:00pm. Road closures are not allowed on this project.

The concrete mix design used for this project shall be a NCDOT approved concrete mix design with a minimum compressive strength at (28) days of 3,000 psi.

Price Adjustment-Asphalt Binder for Plant Mix is “NOT” in this Contract.

STAGING AREAS

The Contractor shall be required to secure staging areas for storing materials, equipment, etc. All costs including, but not limited to, rent, restoration, site maintenance, erosion control measures and permit fees, if any, shall be the responsibility of the Contractor. The Contractor will submit a Staging Area Operation Plan for each site consisting at a minimum of the following for review and comment by the Owner prior to the start of construction:

1. The layout of each staging area clearly identifying use areas and sufficient in detail and scale to indicate the proximity of activity to adjacent residences and businesses;
2. Transportation plan including routes for both ingress and egress;
3. Dust control measures both on site and along transportation routes necessary to minimize the transmission of material onto streets used for ingress and egress; and,
4. Hours of operation and noise mitigation measures.

In an effort to minimize the inconvenience, if any, of a staging area to the neighborhood, the Owner shall have the right to reject the proposed location of any staging area where the proximity shall be near any prior or current annexation project related staging area and determines that the continued usage of the area will negatively impact the previously impacted neighborhood. The Contractor is responsible for complying with all applicable local, state, and federal regulations related to the operation of staging areas. All staging areas will be subject to inspection by the Owner, or agent thereof, for compliance with this section without prior notice. Any deficiencies will be documented by Owner and written notice will be given to Contractor in accordance with the contract conditions. Contractor must rectify deficiencies in a reasonable time frame. Failure to do so will result in breach of contract.

ASSIGNMENT

It is the intent of this Agreement to secure the personal services of Contractor and failure of Contractor for any reason to make the personal services available to the City of Fayetteville for the purposes described in this contract shall be cause for termination of this contract. Contractor shall not assign this contract without prior written consent of the City of Fayetteville.

GOVERNING LAW

The validity, interpretation, and execution of this contract and the performance of and rights accruing under this Contract are all to be governed by the laws of North Carolina.

COMPLIANCE WITH LAWS

Contractor agrees to comply with all applicable statutes, ordinances, and regulations of the United States, the State of North Carolina, the City and units of local government.

SEVERABILITY

The parties agree that if any provision of this contract shall be held invalid for any reason, the remaining provisions shall not be affected if they may continue to conform with the purposes of this contract and the requirements of applicable law.

DEFAULT

In the event of substantial failure by Contractor to perform in accordance with the terms of this contract, City of Fayetteville shall have the right to terminate Contractor upon ten (10) days written notice in which event Contractor shall have neither the obligation nor the right to perform further services under this contract nor shall the City of Fayetteville be obligated to make any further payment for work that has not been performed.

IRAN DIVESTMENT ACT CERTIFICATION

As mandated by N.C.G.S. 147-86.59(a), Bidder hereby certifies that it is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Bidder further certifies that in accordance with N.C.G.S. 147-86.59(b) that it shall not utilize any subcontractor found on the State Treasurer’s Final Divestment List. Bidder certifies that the signatory to this Request for Proposals is authorized by the Bidder to make the foregoing statement.

E-VERIFY

Contractor hereby acknowledges that “E-Verify” is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. Contractor further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use e-verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a). Contractor hereby pledges, attests and warrants through execution of this Agreement that Contractor complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by Contractor shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

Contractor Name (Print)

Contractor Signature

Date of Signature

BID BOND

(ATTACH)

ADDENDA
(ATTACH)

**CITY OF FAYETTEVILLE
NC 24 (GROVE STREET) SIDEWALK
BID PROPOSAL PACKAGE**

In compliance with your Invitation for Bids, the undersigned hereby proposes to furnish materials and perform the work for this project per the items listed herein in strict accordance with the Invitation for Bids, Standard Specifications, and Special Provisions contained in the contract documents for the consideration of prices quoted for the enclosed contract items.

THE CITY RESERVES THE RIGHT TO ELIMINATE OR ADD TO THIS CONTRACT.

ALL PRICES ARE TO INCLUDE NC SALES AND USE TAXES

This Bid Proposal Package is executed by:

Name _____ Title _____

Company Name _____

Address _____

Signature _____ Phone No. _____

License # _____ Bid Total \$ _____

Base Bid Total (Written) _____

The accompanying bid form(s) must be completed in blue or black ink or by typewriter. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the correct multiplication of unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ACKNOWLEDGEMENT OF ADDENDA

The bidder has received, acknowledged, and used the following addenda in completing the Bid. (Initial and Date as appropriate)

Addendum No. 1 _____	Dated: _____
Addendum No. 2 _____	Dated: _____
Addendum No. 3 _____	Dated: _____

BID SCHEDULE

UNIT PRICES

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of work completed and of changes in the scope of the work, all in accordance with the contract documents.

ESTIMATED QUANTITIES

Estimated quantities are calculated from the plans. Actual field conditions may vary. The total value of work completed shall be computed on the basis of total quantities installed.

Item 1: Mobilization, Bonds, Insurance and Permits

Complete cost of mobilizing all labor and equipment, all bonds, insurance and permits as required by this proposal.

Estimated Quantity **1** Lump Sum

\$ _____ per LS = \$ _____

Item 2: Traffic Control

Complete cost to furnish all supervision, labor, tools, equipment, materials and any other incidentals necessary to erect, maintain, re-locate and removing traffic control devices for maintenance of traffic during construction operations. Traffic control shall be in accordance with The Manual on Uniform Traffic Control Devices (MUTCD), the North Carolina Supplement to the MUTCD and the project specifications and contract drawings.

Estimated Quantity **1** Lump Sum

\$ _____ per LS = \$ _____

Item 3: Remove and Dispose of Existing Concrete Curb and Gutter, (30")

Price per unit to furnish all supervision, labor, tools, equipment, materials and any other incidentals necessary for the removal of existing concrete curb and gutter and legally dispose of off Owner's Property.

Estimated Quantity **86** Linear Feet @

\$ _____ per LF = \$ _____

Item 4: Remove and Dispose of Existing Asphalt Pavement

Price per unit to furnish all supervision, labor, tools, equipment, materials and any other incidentals necessary to remove and dispose of existing asphalt pavement and corresponding base and legally dispose of off Owner's property.

Estimated Quantity **19** Square Yards @

\$ _____ per SY = \$ _____

Item 5: Remove and Dispose of Existing Concrete

Price per unit to furnish all supervision, labor, tools, equipment, materials and any other incidentals necessary to remove existing concrete and legally dispose of off Owner’s property.

Estimated Quantity **40** Square Yards

\$ _____ per SY = \$ _____

Item 6: Adjust Existing Signal Box

Price per unit to furnish all supervision, labor, tools, equipment, materials and any other incidentals necessary to adjust existing signal box.

Estimated Quantity **4** Each @

\$ _____ per EA = \$ _____

Item 7: Adjust Existing Water Valve

Price per unit to furnish all supervision, labor, tools, equipment, materials and any other incidentals necessary to adjust existing water valve.

Estimated Quantity **2** Each @

\$ _____ per EA = \$ _____

Item 8: Concrete Vertical Curb and Gutter, (30”)

Price per unit to furnish all supervision, labor, tools, equipment, materials and any other incidentals necessary for construction.

Estimated Quantity **86** Linear Feet @

\$ _____ per LF = \$ _____

Item 9: Concrete Sidewalk, (4” thick)

Price per unit to furnish all supervision, labor, tools, equipment, materials and any other incidentals necessary for construction.

Estimated Quantity **796** Square Yards @

\$ _____ per SY = \$ _____

Item 10: Concrete Sidewalk, (6” thick)

Price per unit to furnish all supervision, labor, tools, equipment, materials and any other incidentals necessary for construction.

Estimated Quantity **40** Square Yards @

\$ _____ per SY = \$ _____

Item 11: ADA Parallel Wheelchair Ramp, Concrete with Truncated Domes, Double Wing, (2.4)

Price per unit to furnish all supervision, labor, tools, equipment, materials and any other incidentals necessary for construction of the wheelchair ramps with truncated domes.

Estimated Quantity 40 Square Yards @

\$_____ per SY = \$_____

Item 12: ADA Parallel Wheelchair Ramp, Concrete with Truncated Domes, Single Wing, (2.8)

Price per unit to furnish all supervision, labor, tools, equipment, materials and any other incidentals necessary for construction of the wheelchair ramps with truncated domes.

Estimated Quantity 16 Square Yards @

\$_____ per SY = \$_____

Item 13: Directional Curb ADA Wheelchair Ramp Off Back of Curbing, Concrete with Truncated Domes, (2.9)

Price per unit to furnish all supervision, labor, tools, equipment, materials and any other incidentals necessary for construction of the wheelchair ramps with truncated domes.

Estimated Quantity 8 Square Yards @

\$_____ per SY = \$_____

Item 14: Permanent Pavement Patch, (2" thick SF 9.5A and 8" ABC)

Price per unit to furnish all supervision, labor, tools, equipment, materials and any other incidentals necessary to patch asphalt. The ABC Base shall be included in this price. Asphalt Patching shall be performed at various locations that require the contractor to remove and replace concrete or install concrete at locations with no existing concrete (i.e. curb and gutter) adjacent to existing asphalt.

Estimated Quantity 5 Square Yards @

\$_____ per SY = \$_____

Item 15: Sod, (Centipede)

Price per unit to furnish all supervision, labor, tools, equipment, materials and any other incidentals necessary to install sod.

Estimated Quantity 456 Square Yards @

\$_____ per SY = \$_____

Total Project Bid: \$_____

LIST OF SUBCONTRACTORS

The Prime Contractor states that his Bid is based on quantities received from the following Subcontractors for the various categories of work listed which may exceed 5% of the Contract work; the Prime Contractor agrees that if he is the successful Bidder and if the listed Subcontractors are approved by the Owner’s Representative, he shall contract with the approved listed Subcontractors for the performance of this work. The total amount of subcontracted work cannot exceed 49% of the Contract Amount.

Subcontractors Name	Type of Work	% of Contract Amount
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

THIS FORM SHALL BE SUBMITTED WITH PROPOSAL

COMPANY

BIDDER’S SIGNATURE

TITLE

NC 24 (GROVE STREET) SIDEWALK
CERTIFICATION OF PRIMARY PARTICIPANT

REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Primary Participant, _____ (major third party contractor), certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. (If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

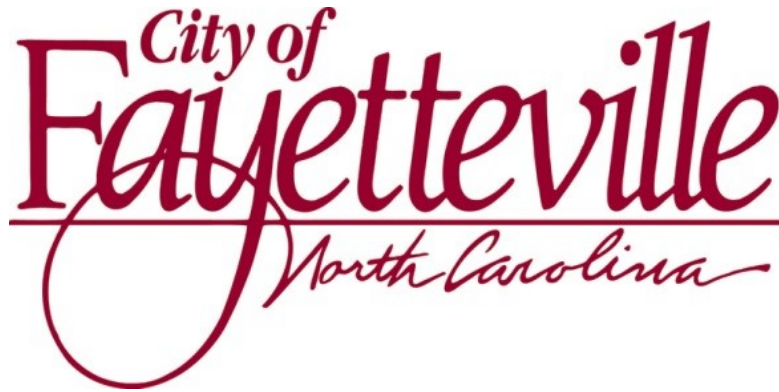
THE PRIMARY PARTICIPANT _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

SIGNATURE

TITLE

PRINTED NAME

DATE



CITY OF FAYETTEVILLE

**SMALL DISADVANTAGED BUSINESS
ENTERPRISE PROGRAM
FOR
CONSTRUCTION, PROCUREMENT, AND
PROFESSIONAL SERVICES**

**FAYETTEVILLE CITY COUNCIL
433 HAY STREET
FAYETTEVILLE, NORTH CAROLINA 28301
SMALL DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

TABLE OF CONTENTS

	<u>Page</u>
I. Applicability.....	1
II. Definitions.....	1
III. SDBE Program Administration.....	3
IV. Race- and Gender-Neutral Measures to Ensure Equal Opportunities For All Bidders/Participants.....	4

V.	SDBE Program Eligibility.....	4
VI.	SDBE Goal Setting	5
VII.	Counting Participation of SDBEs	5
VIII.	Procurement of Architectural, Engineering and Surveying Services	6
IX.	Informal Construction and Repair Work	6
X.	Formal Construction and Repair Work	6
XI.	Contract Performance Compliance Procedures.....	8
XII.	Protest Procedure	9
XIII.	Dispute Resolution.....	9
XIV.	Penalties	9
XV.	Program Review.....	10

SMALL DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

I. Applicability.

- (a) This program shall apply to all construction and repair work involving the expenditure of City funds, regardless of the sources of other funds, in the amounts set forth in G.S. 143-129 and G.S. 143-131; this program shall also apply to the procurement of architectural, engineering and surveying services as outlined in G.S. 143-64.31. This program shall not apply to contracts established by the State or any agency of the State.
- (b) If any section, subsection, clause or provision of this chapter, including those groups found to be presumptively socially disadvantaged, is held to be invalid by a court of competent jurisdiction, the remainder of the chapter shall not be affected by such invalidity.

II. Definitions.

As used in this part, the following terms shall have the following meanings:

Affiliation - One firm controls or has the power to control the other, or a third party or parties controls or has the power to control both, or an identity of interests exists between such firms. In determining whether firms are Affiliates, the City shall consider all appropriate factors, including common ownership, common management, and contractual relationships. Affiliates must be considered together in determining whether a firm is a Small Business Enterprise.

Bidder/Participant - Any person, firm, partnership, corporation, limited liability company, association or joint venture seeking to be awarded a public contract or subcontract.

Brokering - Filling orders by purchasing or receiving supplies from a third party supplier rather than out of existing inventory, and providing no Commercially Useful Function other than acting as a conduit between a supplier and a customer.

City - The awarding authority for contracts awarded by the City of Fayetteville.

City's Marketplace - The geographic and procurement areas in which the City contracts on an annual basis.

Commercially Useful Function - Responsibility for the execution of a distinct element of the work of the contract which is carried out by actually performing, managing, and supervising the work involved, or fulfilling responsibilities as a joint venture.

Contract - A mutually binding legal relationship or any modification thereof obligating the seller to furnish equipment or services and obligating the buyer to pay for them, not including leases or emergency procurements.

Doing Business - Having a physical location from which to engage in for profit activities in the scope(s) of expertise of the firm.

Economically Disadvantaged - An individual whose Personal Net Worth is less than the amount identified in 49 CFR Part 26

Equipment - Materials, supplies, commodities and apparatuses.

Expertise - Demonstrated skills, knowledge, or ability to perform in the field of endeavor in which

certification is sought by the firm as defined by normal industry practices, including licensure where required.

Good Faith Efforts - Actions undertaken by a Bidder/Participant to achieve a SDBE goal which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the Program's requirements.

Joint Venture - An association of two or more persons, or any combination of types of business enterprises and persons numbering two or more, proposing to perform a single for profit business enterprise, in which each joint venture partner contributes property, capital, efforts, skill and knowledge, and in which the SDBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture is commensurate with its ownership interest. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationships between the partners and their relationship and responsibility to the contract.

Managers - The City Manager.

Manufacturer - A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

Personal Net Worth - The net value of the assets of an individual after total liabilities are deducted. An individual's Personal Net Worth does not include the individual's ownership interest in an applicant or the individual's equity in his or her primary place of residence. An individual's Personal Net Worth includes only his or her share of assets held jointly with the individual's spouse.

Program - The SDBE Program.

Project Specific Goal - The Goal established for a particular project or contract based upon the availability of SDBEs in the scopes of work of the Contract.

Regular Dealer - A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a Regular Dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A firm may be a Regular Dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the firm both owns and operates distribution equipment for the products. Any supplementing of a Regular Dealer's distribution equipment shall be by a long-term lease agreement and not on an *ad hoc* or contract-by-contract basis. Packagers, manufacture representatives, or other persons who arrange or expedite transactions are not Regular Dealers.

Schedule of Participation - The list of SDBEs that the Bidder/Participant commits will be utilized, their scopes of the work, and dollar value or the percentage of the project they will perform.

Socially Disadvantaged - An individual who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to individual qualities. Social disadvantage must stem from circumstances beyond the individual's control. A Socially Disadvantaged individual must be a citizen or lawfully admitted permanent resident of the United States who is either:

- (a) A person whose lifelong cultural and social affiliation is with one of the following groups, which are rebuttably presumed to be Socially Disadvantaged:
 - (i) Blacks/African - Americans (persons having origins in any of the Black racial groups of Africa);
 - (ii) Hispanic - Americans (persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race);
 - (iii) Native - Americans (persons having origins in the original groups of North America);
 - (iv) Asian - Americans (persons having origins in any of the original groups of the Far East, Southeast Asia, the islands of the Pacific or the Indian Subcontinent);
 - (v) Women; or
- (b) Any socially disadvantaged individual as defined by 15 U.S.C. 637.

Small Disadvantaged Business Enterprise (SDBE) - Means a business, including a sole proprietorship, partnership, corporation, limited liability company, joint venture or any other business or professional entity:

- (a) Which is at least 51 percent owned by one or more Socially and Economically Disadvantaged individuals, or in the case of a publicly owned business, at least 51 percent of all classes of the stock of which is owned by one or more Socially and Economically Disadvantaged individuals;
- (b) Whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more such Socially and Economically Disadvantaged individuals;
- (c) Which is a Small Business Enterprise as defined by 13 CFR Part 121;
- (d) Which is Doing Business in the City's Marketplace; and
- (e) Which is certified as a SDBE by the City of Fayetteville.

SDBE Program Coordinator - The person designated by the Managers to administer the Program.

III. SDBE Program Administration.

The Coordinator shall administer the SDBE Program, which duties shall include:

- (a) Formulating, proposing, and implementing rules and regulations for the further development, implementation, and monitoring of the Program.
- (b) Informing SDBEs of City contracting opportunities through outreach activities.
- (c) Providing information and assistance to SDBEs relating to City procurement practices and procedures, and bid specifications, requirements, and prerequisites.
- (d) Certifying businesses as SDBEs, maintaining certification records, and ensuring that all City departments have current certification listings.

- (e) Establishing Project Specific Goals.
- (f) Evaluating Bidder/Participant's achievement of Project Specific Goals or Good Faith Efforts to meet Project Specific Goals.
- (g) Working with City departments to monitor Contracts to ensure prompt payments to SDBEs, compliance with Project Specific Goals and commitments and the Program's operations and objectives.
- (h) Receiving, reviewing, and acting upon complaints and suggestions concerning the Program.
- (i) Collecting data to evaluate the Program.
- (j) Monitoring the Program and reporting to the Managers, the Mayor and the City Council on the administration and operations of the Program.

IV. Race- and Gender-Neutral Measures to Ensure Equal Opportunities for All Bidders/Participants.

The City shall develop and use measures to facilitate the participation of all firms in City contracting activities. These measures shall include, but are not limited to:

- (a) Arranging solicitation times for the presentations of bidding opportunities, which includes quantities, specifications and delivery schedules so as to facilitate the participation of interested firms.
- (b) Dividing requests for bids or proposals into work elements to facilitate the participation of small firms.
- (c) Providing timely information on specific contracting opportunities, contracting procedures, and bid preparation.
- (d) Holding pre-bid conferences, where appropriate, to explain the projects.
- (e) Enforcing prompt payment requirements and procedures, including requiring by contract that prime contractors promptly pay subcontractors.
- (f) Reviewing bonding and insurance requirements to eliminate unnecessary barriers to contracting with the City.
- (g) Maintaining information on all firms bidding on City prime contracts and subcontracts.

V. SDBE Program Eligibility.

- (a) Only businesses that meet the criteria of SDBEs may participate in the Program.
- (b) The City shall apply the certification criteria and procedures of 49 CFR Part 26 to applicants for participation in the Program.
- (c) The City shall certify the eligibility of joint ventures involving SDBEs and non-SDBEs.

- (d) In lieu of conducting its own certifications, the Coordinator may accept formal certifications by other entities as meeting the requirements of the Program, if the eligibility standards of such entities are comparable to those of the City. Certification decisions, including decertification and graduation determinations, by those other entities shall be accepted by the City in its discretion.
- (e) It is the responsibility of the SDBE to notify the Coordinator of any change in its circumstances affecting its continued eligibility for the Program. Failure to do so may result in the firm's decertification.
- (f) A SDBE may be decertified if it submitted inaccurate, false, or incomplete information to the City or failed to comply with requirements of a contract with the City or with the requirements of the Program.
- (g) A third party may challenge the eligibility of a certified firm:
 - (1) The challenge shall be made in writing under oath and shall include all information relied upon by the challenging party.
 - (2) The Coordinator shall provide an opportunity to the parties for an informal hearing. The parties may appear and provide documentation or other evidence and be represented by counsel.
 - (3) The Coordinator shall render a written decision within 15 days of the hearing.
 - (4) If the Coordinator determines that the firm is not eligible, it may appeal the determination to the Manager in writing within 7 days of receipt of the written decision. The challenging party shall have no right of appeal from the Coordinator's determination.
 - (5) The Manager shall issue a written decision within 15 days of receipt of the appeal. The Manager's determination shall be final.
- (h) A firm that has been decertified may not reapply for certification for one year from the effective date of its decertification.

VI. SDBE Goal Setting.

The Coordinator shall establish a Project Specific Goal for appropriate Contracts based on normal industry practice as determined in consultation with the appropriate Department, the availability of SDBEs to perform the functions of the Contracts and the City's utilization of SDBEs to date.

VII. Counting Participation of SDBEs.

- (a) The entire amount of that portion of a construction Contract that is performed by the SDBE's own forces shall be counted, including the cost of equipment obtained by the SDBE for the work of the Contract, and equipment purchased or leased by the SDBE (except equipment the SDBE subcontractor or Joint Venture partner purchases or leases from the prime contractor or its Affiliate).
- (b) The entire amount of fees or commissions charged by a SDBE for providing a *bona fide* service, such as professional, technical, consultant or managerial services, or for providing bonds or

insurance specifically required for the performance of the Contract, shall be counted, provided the fee is reasonable and not excessive as compared with fees customarily charged for similar services.

- (c) When a SDBE performs as a participant in a Joint Venture, only the portion of the total dollar value of the Contract equal to the distinct, clearly defined portion of the work of the Joint Venture's Contract that the SDBE performs with its own forces and for which it is separately at risk shall be counted.
- (d) Only expenditures to a SDBE that is performing a Commercially Useful Function shall be counted. To determine whether a firm is performing a Commercially Useful Function, the City will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing and other relevant factors. To perform a Commercially Useful Function, the SDBE must be responsible, with respect to equipment used on the Contract, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable) and paying for the material itself. A SDBE does not perform a Commercially Useful Function if its role is limited to that of an extra participant in the Contract through which funds are passed in order to obtain the appearance of SDBE participation. If a SDBE subcontracts a greater portion of the work of a Contract than would be expected on the basis of normal industry practice, it is presumed not to perform a Commercially Useful Function. When a SDBE is presumed not to be performing a Commercially Useful Function, the SDBE may present evidence to rebut this presumption.
- (e) One hundred percent of the cost of the materials or supplies obtained from a SDBE Manufacturer or Regular Dealer shall be counted. One hundred percent of the fees or transportation charges for the delivery of materials or supplies required on a job site shall be counted only if the payment of such fees is a customary industry practice and are commensurate with fees customarily charged for similar services. The cost of the materials and supplies shall not be counted.
- (f) If a firm is decertified during performance of a Contract, the dollar value of work performed under a Contract with that firm after it has been decertified shall not be counted.
- (g) In determining achievement of a Project Specific Goal, the participation of a SDBE shall not be counted until that amount has been paid to the SDBE.

VIII. Procurement of Architectural, Engineering and Surveying Services (G.S. 143-64.31)

- (a) The City shall use good faith efforts to notify minority firms of the opportunity to submit qualifications for architectural, engineering, surveying and construction management at risk services.

IX. Informal Construction and Repair Work (G.S. 143-131)

- (a) The City shall solicit minority participation for construction and repair projects in the amount of five thousand dollars (\$5,000) or more, but less than three hundred thousand dollars (\$300,000). The City shall maintain a record of contractors solicited and shall document efforts to recruit minority business participation in these contracts.

X. Formal Construction and Repair Work (G.S. 143-129)

- (a) For all solicitations, the Bidder/Participant shall submit a Schedule of Participation detailing all subcontractors from which the Bidder/Participant solicited bids or quotations, and if a Project

Specific Goal has been established, its achievement of the Goal or its Good Faith Efforts to do so. The list of SDBEs provided by the City to a Bidder/Participant establishes the minimum universe from which a Bidder/Participant must solicit SDBEs. The Schedule of Participation shall be due at the time set out in the solicitation documents.

- (b) Any agreement between a Bidder/Participant and a SDBE in which the Bidder/Participant requires that the SDBE not provide subcontracting quotations to other bidders/proposers is prohibited.
- (c) SDBEs shall respond to relevant requests for quotations.
- (d) Where the Bidder/Participant cannot achieve the Project Specific Goal, the Coordinator will determine whether the Bidder/Participant has made Good Faith Efforts. At a minimum, the Bidder/Participant must engage in the following Good Faith Efforts that total at least 50 points for the bid or proposal to be responsive.
 - (1) Contacting SDBEs from the list provided by the City at least ten days before the bid or proposal date and notifying them of the nature and scope of the work to be performed. The Bidder/Participant shall provide interested SDBEs with timely, adequate information about the plans, specifications, and requirements of the Contract to allow SDBEs to respond to the solicitation. The Bidder/Participant must follow up initial solicitations with interested SDBEs. 10 points.
 - (2) Providing or making the construction plans, specifications, and requirements available for review by SDBEs at least ten days before the bid or proposals are due. 10 points.
 - (3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation. 15 points.
 - (4) Working with SDBE, minority, women, trade, community or contractor organizations identified by the City in the bid documents that provide assistance in recruitment of SDBEs. 10 points.
 - (5) Attending any prebid meetings scheduled by the City. 10 points.
 - (6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors. 20 points.
 - (7) Negotiating in good faith with interested SDBEs and not rejecting them as unqualified without sound reasons based on their capabilities. Evidence of such negotiation includes the names, addresses, and telephone numbers of SDBEs that were contacted; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and why agreements could not be reached with SDBEs. The Bidder/Participant may not reject SDBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection of a SDBE based on price or lack of qualifications must be documented in writing. 15 points.
 - (8) Providing assistance to an otherwise qualified SDBE in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting SDBEs in obtaining the same unit pricing with the bidder's suppliers in order to help minority SDBEs to establish credit. 25 points.

- (9) Negotiating joint venture and partnership arrangements with SDBEs to increase opportunities for SDBE participation. 20 points.
- (10) Providing quick pay agreements and policies to enable SDBEs to meet cash-flow demands. 20 points.
- (e) In determining whether a Bidder/Participant has made Good Faith Efforts, the performance of other bidders/proposers in meeting the Project Specific Goal may be considered. For example, when the apparent successful Bidder/Participant fails to meet the Project Specific Goal but others meet it, it may be reasonably questioned whether, with additional reasonable efforts, the apparent successful Bidder/Participant could have met the Goal. Similarly, if the apparent successful Bidder/Participant fails to meet the Goal, but meets or exceeds the average SDBE participation obtained by other bidders/proposers, this may be evidence that the apparent successful Bidder/Participant made Good Faith Efforts.
- (f) The Coordinator shall timely review the Schedule of Participation prior to award, including the scope of work and the letters of intent from SDBEs. The Coordinator may request clarification in writing of items listed in the Schedule of Participation, provided such clarification shall not include the opportunity to augment listed SDBE participation or Good Faith Efforts.
- (g) The Schedule of Participation and supporting documents shall be reviewed by a Bid Selection Committee, composed of the operating departments, Purchasing Department, Coordinator and other representatives as appropriate. If the Bid Selection Committee initially determines the bid to be responsive, it shall recommend award of the Contract to the Managers. If the Bid Selection Committee determines the bid to be non-responsive, it shall confer with the City Attorney prior to recommending the rejection of the bid.
- (h) A Bidder/Participant found to be non-responsive may appeal this determination pursuant to the City's bid protest procedures.

XI. Contract Performance Compliance Procedures.

- (a) Upon award of a Contract by the City that includes a Project Specific Goal, the Goal becomes a covenant of performance by the Bidder/Participant in favor of the City.
- (b) The Bidder/Participant shall provide a listing of all subcontractors to be used in the performance of the Contract, and subcontractor payment information to the City with each request for payment submitted to the City. The Coordinator and the operating department shall monitor subcontractor participation during the course of the Contract and shall have reasonable access to all Contract-related documentation held by the Bidder/Participant. The Bidder/Participant shall submit reports at such times and in such formats as requested by the City.
- (c) The Bidder/Participant shall cooperate with the City in studies and surveys related to the Program.
- (d) The Bidder/Participant cannot make changes to the Schedule of Participation or substitute subcontractors named in the Schedule of Participation without the prior written approval of the Coordinator. Unauthorized changes or substitutions shall be a violation of this program, and may constitute grounds for rejection of the bid or proposal or cause termination of the executed Contract for breach, the withholding of payment and/or subject the Bidder/Participant to Contract penalties or other sanctions.

- (1) All requests for changes or substitutions of the subcontractors named in the Schedule of Participation shall be made to the Coordinator in writing, and shall clearly and fully set forth the basis for the request. A Bidder/Participant shall not substitute a subcontractor or perform the work designated for a subcontractor with its own forces unless and until the Coordinator approves such substitution in writing.
- (2) The facts supporting the request must not have been known nor reasonably should have been known by either party prior to the submission of the Schedule of Participation. Bid shopping is prohibited.
- (3) Substitutions of the subcontractor shall be permitted only on the following basis:
 - (i) Unavailability after receipt of reasonable notice to proceed.
 - (ii) Failure of performance.
 - (iii) Financial incapacity.
 - (iv) Refusal by the subcontractor to honor the bid or proposal price.
 - (v) Mistake of fact or law about the elements of the scope of work of a solicitation where agreement upon a reasonable price cannot be reached.
 - (vi) Failure of the subcontractor to meet insurance, licensing, or bonding requirements;
or
 - (vii) The subcontractor's withdrawal of its bid or proposal.
- (4) Where the Bidder/Participant has established the basis for the substitution to the satisfaction of the Coordinator, the Bidder/Participant shall make Good Faith Efforts to fulfill the Schedule of Participation if the Project Specific Goals will not otherwise be met. The Bidder/Participant may seek the assistance of the SDBE Office in obtaining a new SDBE subcontractor. If the Project Specific Goal cannot be reached and Good Faith Efforts have been made, the Bidder/Participant may substitute with a non-SDBE.
- (e) If a Bidder/Participant plans to hire a subcontractor on any scope of work that was not previously disclosed in the Schedule of Participation, the Bidder/Participant shall obtain the approval of the Coordinator to modify the Schedule of Participation and must make Good Faith Efforts to ensure that SDBEs have a fair opportunity to bid on the new scope of work.
- (f) The SDBE Compliance Committee, comprised of the Coordinator as the Chair and a representative from the Purchasing Department or any requested representative, shall be responsible for evaluating and reviewing issues and concerns concerning the Program, including whether a Bidder has complied with the Good Faith Efforts.
- (g) If the Bidder/Participant is found to be in noncompliance with the Program or the Contract and fails to correct such noncompliance within ten working days after written notification, the City will withhold 5 percent of the amount of completed work on all monthly payments until the Bidder/Participant has come into compliance.

XII. Protest Procedure.

A Bidder/Participant may protest a decision regarding the implementation of the Program, including the determination that it has not made Good Faith Efforts, by filing a written grievance with supporting evidence with the Coordinator. The Coordinator shall provide a written response within ten working days of receipt of the grievance. The Bidder/Participant may appeal the Coordinator's determination in writing within ten working days of receipt to the Purchasing Director. The Director shall refer the grievance to the SDBE Compliance Committee, which shall hold a hearing and issue a written recommendation within ten working days. The Manager, upon receipt of the SDBE Compliance Committee's recommendation, shall make a final determination within ten working days.

XIII. Dispute Resolution.

Notwithstanding the protest procedures outlined above, mediation shall be required for all parties involved in a dispute under this program prior to initiating litigation concerning the dispute. The procedures for mediation shall be those adopted by City Council Resolution #2002-066 which is incorporated herein by reference as if fully set forth herein.

XIV. Penalties.

- (a) Providing false or misleading information to the City in connection with an application for or challenge to certification, recertification or decertification as a SDBE, submission of a bid, responses to requests for qualifications or proposals, Good Faith Efforts documentation, post-award compliance, or other actions in violation of this program may render any bid award or contract void. A contract that is void under this section may continue in effect until an alternative can be arranged when immediate termination would result in harm to the public health or welfare.
- (b) A Bidder/Participant is subject to withholding of payments under the Contract, termination of the Contract for breach, Contract penalties, decertification as a SBDE, or being barred or deemed non-responsive in future City solicitations and Contracts for up to two years, if it is found to have:
 - (1) Provided false or misleading information in connection with the submission of a bid or proposal or documentation of Good Faith Efforts, post-award compliance, or other Program operations.
 - (2) Failed in bad faith to fulfill the Project Specific Goal, thereby materially breaching the Contract.
 - (3) Repeatedly failed to comply in good faith with substantive provisions of this program.
- (c) The City reserves the right to pursue all remedies available in law or in equity for violations of this program.

XV. Program Review.

- (a) The Managers, the Mayor, and the City Council shall receive an annual report from the Coordinator detailing the City's performance under the Program.
- (b) The Managers, the Mayor, and the City Council will review this report, including the City's progress towards eliminating discrimination in its contracting activities and marketplace, and revise the Program as necessary to meet legal and Program requirements.

- (c) If the Managers, the Mayor, and the City Council find that the objectives of the Program have been achieved, the City Council shall sunset the Program.

**CITY OF FAYETTEVILLE
SDBE COMPLIANCE PROVISIONS**

SDBE CONTRACT PROVISIONS (CONSTRUCTION)

APPLICATION:

The requirements of the Small Disadvantaged Business Program for participation in the City of Fayetteville's construction contracts are hereby made a part of these contract documents. These requirements shall apply to all contracts regardless of ownership. Copies of the Program may be obtained from:

City of Fayetteville
Purchasing Division
433 Hay Street
Fayetteville, NC 28301
Phone: (910) 433-1358
Fax: (910) 433-1680
E-mail: NCameron@ci.fay.nc.us

SDBE COMPLIANCE REQUIREMENTS

1. The Bidder shall provide, **with the bid**, the SDBE CONTRACT PROVISIONS (CONSTRUCTION), properly executed which signifies that the Bidder understands and agrees to the incorporated SDBE contract provisions.
2. The Bidder shall provide **with the bid**:
 - Affidavit B – INTENT TO PERFORM CONTRACT WITH OWN WORKFORCE, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type project and will perform all elements of the work with his/her own current work forces; **and**
 - IDENTIFICATION OF SMALL DISADVANTAGED BUSINESS PARTICIPATION – This certifies that on this project listed small disadvantaged business enterprises will be used as construction subcontractors, vendors, suppliers, or providers of professional services. Enter zero dollars indicating no SDBE's are being used with this project; or
 - Affidavit A – LISTING OF GOOD FAITH EFFORTS **AND** IDENTIFICATION OF SMALL DISADVANTAGED BUSINESS PARTICIPATION, as certification that those small disadvantaged businesses listed will be used on this project.
3. Upon being named apparent low Bidder, The Bidder shall provide:
 - Affidavit C – PORTION OF WORK TO BE PERFORMED BY SMALL DISADVANTAGED FIRMS, if the portion of the work to be executed by SDBE's is **equal to or greater** than 10% of the Bidders total contract price; or,

- Affidavit D – GOOD FAITH EFFORTS, if the goal of 10% participation by SDBE’s **is not** achieved.

All written statements, certifications or intentions made by the Bidder shall become part of the agreement between the Contractor and the City of Fayetteville for performance of this Contract. Failure to comply with any of these statements, certifications or intentions, or with the SDBE compliance provisions shall constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the City of Fayetteville whether to terminate the contract for breach.

SUBCONTRACTOR PAYMENT REQUIREMENTS:

North Carolina General Statutes 143-134.1 (N.C.G.S.) states that the percentage of retainage on payments may by the prime contractor to the subcontractor shall not exceed the percentage of retainage on payments made by the City of Fayetteville to the prime contractor. Failure to comply with this provision shall be considered a breach of contract, and the contract may be terminated in accordance with the termination provisions of the contract.

The Contractor shall provide an itemized statement of payments to each SDBE subcontractor before final payment is processed.

Date: _____

(Name of Company)

(Signature)

Attest: _____

(Above Name Typed or Printed)

(Title)

City of Fayetteville
Affidavit A – Listing of the Good Faith Efforts

Affidavit of _____
(Name of Bidder)

I have made a good faith effort to comply under the following areas checked:
(A minimum of 50 value points must be checked in order to have achieved a “good faith effort”)

- (1) Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 1 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed. **Value = Ten (10) points.**
- (2) Making the construction plans, specification and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bid or proposals are due. **Value = Ten (10) Points.**
- (3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation. **Value = Fifteen (15) points.**
- (4) Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment or minority businesses. **Value= Ten (10) points.**
- (5) Attending any pre-bid meetings scheduled by the public owner. **Value = Ten (10) points.**
- (6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors. **Value = Twenty (20) points.**
- (7) Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing. **Value = Fifteen (15) points.**
- (8) Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder’s suppliers in order to help minority businesses in establishing credit. **Value = Twenty-five (25) points.**
- (9) Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible. **Value = Twenty (20) points.**
- (10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands. **Value = Twenty (20) points.**

In accordance with GS143-128.2 (d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Small Disadvantaged Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract. The undersigned hereby certifies that he or she has read the terms of the Small Disadvantaged Business Commitment and is authorized to bind the Bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____



State of North Carolina, County of _____
Subscribed and sworn to before me this _____ day of 20____
Notary Public _____
My commission expires _____

**CITY OF FAYETTEVILLE
SDBE COMPLIANCE PROVISIONS**

**AFFIDAVIT B
Intent to Perform Contract with Own Workforce**

Affidavit of

(Name of Bidder)

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

contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type of project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and will complete all elements of this project without the use of subcontractors, materials suppliers or providers of professional services.

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

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____
Subscribed and sworn to before me this _____ day of 20____
Notary Public
My commission expires _____

This form is not to be submitted with the Bid Proposal

**CITY OF FAYETTEVILLE
SDBE COMPLIANCE PROVISIONS**

AFFIDAVIT C

PORTION OF THE WORK TO BE PERFORMED BY SMALL DISADVANTAGED FIRMS

If the portion of the work to be executed by small disadvantaged businesses as defined in G.S. 143-128.2(g) is equal to or greater than 10% of the Bidders total contract price, then them Bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive Bidder within **72 hours** after notification of being low Bidder.

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

_____ \$ _____
(Project Number) (Dollar Amount of Bid)

I will expend a minimum of ___% of the total dollar amount of the contract with small disadvantaged business enterprises. SDBE's will be employed as subcontractors, vendors, or providers of professional services. Such work will be subcontracted to the following firms listed below.

Name, Address, and Phone No.	*SDBE Category	Description	Dollar Value	% of Contract

*SDBE categories: Black-African Americans (B), Hispanic-Americans (H), Asian-Americans (A), Native-Americans (I), Women (F), Socially/Economically Disadvantaged (D)

Pursuant to G.S. 143-128.2(d), the undersigned will enter into a formal agreement with small disadvantaged firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____

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

Notary Public

My commission expires _____

CITY OF FAYETTEVILLE

**SDBE COMPLIANCE PROVISIONS
AFFIDAVIT D**

Good Faith Efforts

If the goal of 10% participation by small disadvantaged businesses is not achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts.			
			Value

*SDBE categories: Black-African Americans (B), Hispanic-Americans (H), Asian-Americans (A), Native-Americans (I), Women (F), Socially/Economically Disadvantaged (D)

Documentation of the Bidder’s good faith efforts to meet the goals set forth in these provisions. Examples of documentation shall include the following evidence:

- A. Copies of solicitation for quotes to small disadvantaged business firms. Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up call to each firm sent a solicitation.
- D. For subcontracts where a small disadvantaged business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contracts or correspondence to small disadvantaged businesses, community or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster.
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for small disadvantaged businesses.
- H. Letter detailing reasons for rejection of a small disadvantaged business due to lack of qualification.
- I. Letter documenting proposed assistance offered to small disadvantaged businesses in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____
 Subscribed and sworn to before me this _____ day of 20____
 Notary Public
 My commission expires _____

**CITY OF FAYETTEVILLE
SDBE COMPLIANCE PROVISIONS**

Identification of Small Disadvantaged Business Participation

I, _____
(Name of Bidder)

do hereby certify that on this project, we will use the following small disadvantaged business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone No.	Description	*SDBE Category

*SDBE categories: Black-African Americans (B), Hispanic-Americans (H), Asian-Americans (A), Native-Americans (I), Women (F), Socially/Economically Disadvantaged (D)

The total value of small disadvantaged business contracting will be (\$)_____.

SECTION B – CONTRACT AWARD DOCUMENTS

CONTRACT

THIS CONTRACT, made this _____ day of _____, 2018 by, hereinafter called Contractor, and the City of Fayetteville, North Carolina, hereinafter called City.

WITNESSETH

THAT WHEREAS, a Contract for **NC 24 (Grove Street) Sidewalk** has recently been awarded to Contractor by City at and for

\$ _____, a sum equal to the aggregate cost of the work to be done and for labor, materials, equipment, apparatus, and supplies furnished at the prices and rates respectively named therefore in the Proposal attached herewith;

AND WHEREAS, it was provided in said Award that a formal contract would be executed by and between Contractor and City, evidencing the terms of said Award, and agreement on a date to be specified in a written order of City and would complete all work as outlined under **SPECIAL PROVISIONS** and **STANDARD SPECIFICATIONS** and would complete all work as required within the schedule as shown in the **SPECIAL PROVISIONS**.

NOW, THEREFORE, Contractor doth hereby covenant and agree with City that it will well and faithfully perform and execute such work and furnish such labor, materials, equipment, apparatus and supplies, in accordance with each and every one of the conditions, covenants, stipulations, terms, and provisions contained in said Specifications and Provisions and in accordance with the Plans, at and for a sum equal to the aggregate cost of the work done and labor, materials, equipment, apparatus and supplies furnished at the prices and rates respectively named therefore in the proposal attached thereto, and will well and faithfully comply with and perform each and every obligation imposed upon it by said Plans and Specifications and the terms of said Award.

Contractor shall promptly make payments to all persons supplying materials in the prosecution of the work and to all laborers and others employed thereon.

Contractor shall be responsible for all damages to property of the City of Fayetteville, North Carolina, that may be consequent upon the normal procedure of its work or that may be caused by or result from the negligence of Contractor, its employees or agents, during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. Contractor must restore all property so injured to a condition as good as it was when Contractor entered upon the work.

Contractor shall furthermore be responsible for and required to make good at its expense any and all damages of whatever nature to persons or property arising during the period of the Contract, caused by carelessness, neglect, or want of due precaution on the part of Contractor, its agents, employees or workmen. Contractor shall also indemnify and save harmless the City of Fayetteville, North Carolina, and the officers and agents thereof from all claims, suits, and proceedings of every name and description which may be brought against the City of Fayetteville, North Carolina, or the officers and agents thereof, for or on account of any injuries or damages to persons or property received or sustained by any person or persons, firm or corporation, or by or in consequence of any materials used in said work or by or on account of any improper material or workmanship in its construction, or by or on account of any accident, or of any other act or omission of Contractor, its agents, employees, servants or workmen.

It is agreed and understood that the Invitation for Bids, Proposal, Standard Specifications, Special Provisions, and the enumerated addenda and drawings are parts and parcels of this Contract to the same extent as if incorporated herein in full.

It is further mutually agreed that if at any time after the execution of this agreement and the surety bonds hereto attached for its faithful performance, City shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover performance and payment of the work, Contractor shall, at its expense, within five days after the receipt of notice from the City so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to City. In such event, no further payment to Contractor shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to City.

It is further agreed that the Contractor will not discriminate against any employee or applicant because of race, color, creed, sex, or religion.

And City doth hereby covenant and agree with Contractor that it will pay to Contractor, when due payable under the terms of said Specifications and said Award, the above mentioned sum, and that it will well and faithfully comply with and perform each and every obligation imposed upon it by said Specifications and the terms of said Award.

It is also agreed that if the City shall determine that it is in the City's best interest, the City shall notify the Contractor to terminate the work within seven (7) days. The Contractor shall be entitled to compensation for all work properly executed and any expenses incurred in terminating the contract and vacating the construction site. No claim shall be made by the Contractor for any change order or termination, by reason of any variation between the approximate quantities and the quantity of work as done, or for lost profits.

Contractor shall furnish with each pay application on City provided forms, beginning not later than the second application for payment, an affidavit certifying the total cost of materials and North Carolina Sales Tax paid on such materials which are included in the application for payment.

Whenever used herein, the singular shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders as the context may require.

IN WITNESS WHEREOF, said Contractor has hereunto set its hand and seal (or) has caused these presents to be signed in its corporate name by its corporate seal to be hereto affixed and attested by its Secretary and the City of Fayetteville, North Carolina, has caused these presents to be signed in its corporate name by its authorized representative and seal to be hereto affixed and duly attested by its City Clerk, by authority of the City Council duly given, all as of the day and year first above written.

(Corporate Seal)

(CONTRACTOR)

(SEAL)

BY: _____

TITLE: _____

ATTEST:

Secretary

CITY OF FAYETTEVILLE, NC

By: _____

ATTEST:

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

FINANCE OFFICER

This is to certify that I have examined the attached contract documents, that after such examination I am of the opinion that such documents conform to the laws of the State of North Carolina, that the execution of the contract and the contract bonds by _____ are in due and proper form and that the foregoing agreements constitute valid and binding obligations on such parties.

ATTORNEY FOR THE CITY OF FAYETTEVILLE, NC

PERFORMANCE BOND

Date of Contract: _____

Date of Execution: _____

Name/Address of Principal: _____

Name/Address of Surety: _____

Name/Address of Contracting Body: _____

Amount of Bond (Printed): _____

Project: **NC 24 GROVE STREET SIDEWALK**

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

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

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

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

Executed in 2 counterparts.

Witness:

(Contractor: Trade or Corporate Name)

(Proprietorship or Partnership)

By: _____

Attest: (Corporation)

Title: _____
(Owner, Partner, or Corp. Pres.
or Vice Pres. Only)

By: _____

Title: _____
(Corp Sec or Ass't Sec Only)

(Corporate Seal)

(Surety Company)

Witness:

By: _____

Title: _____
(Attorney in Fact)

Countersigned:

(N.C. Licensed Resident Agent)

(Surety Corporate Seal)

(Name and Address - Surety Agency)

(Surety Company Name and NC Regional
or Branch Office Address)

PAYMENT BOND

Date of Contract: _____

Date of Execution: _____

Name/Address of Principal: _____

Name/Address of Surety: _____

Name/Address of Contracting Body: _____

Amount of Bond (Printed): _____

Project: ITB NC 24 (GROVE STREET) SIDEWALK

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

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

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

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

Executed in 2 counterparts.

Witness:

(Contractor: Trade or Corporate Name)

(Proprietorship or Partnership)

By: _____

Attest: (Corporation)

Title: _____
(Owner, Partner, or Corp. Pres.
or Vice Pres. Only)

By: _____

Title: _____
(Corp Sec or Ass't Sec Only)

(Corporate Seal)

(Surety Company)

Witness:

By: _____

Title: _____
(Attorney in Fact)

Countersigned:

(Surety Corporate Seal)

(N.C. Licensed Resident Agent)

(Name and Address - Surety Agency)

(Surety Company Name and NC Regional
Or Branch Office Address)

POWER OF ATTORNEY

(ATTACH)

CERTIFICATE(S) OF INSURANCE

(ATTACH)

NOTICE TO PROCEED

TO: _____

DATE: _____

Project: NC 24 (Grove Street) Sidewalk

You are hereby notified to commence work in accordance with the Contract dated _____, on _____, and you are to complete the WORK on _____.

CITY OF FAYETTEVILLE, NORTH CAROLINA

BY: _____

Francesca Cameron
Purchasing Agent

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged this the _____ day
of _____, 2018.

(CONTRACTOR)

BY: _____

TITLE: _____

SECTION C – ADMINISTRATIVE PROVISIONS

DEFINITION OF TERMS

The contract documents consist of the Notice to Bidders, Instructions to Bidders; General Conditions of the Contract, Special Conditions if applicable; the Drawing and Specifications, including all bulletins, addenda, or other modifications of the drawings and specifications incorporated into the documents prior to their execution; the Proposal; the Contract; the Performance Bond; the Payment Bond; Insurance Certificates; and the approval of the City Attorney. All of these items together form the contract.

Whenever in these specifications and contract the following terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as follows:

1. City/Owner - The City of Fayetteville, North Carolina
2. City Council - The Mayor - City Council of the City of Fayetteville, NC
3. City Attorney - The legal counsel employed by the City.
4. Contracting Officer - The City representative; acting directly or through an assistant fully authorized to handle the administration of all City Contracts.
5. Engineer - The City Traffic Engineer acting directly or through an assistant or other representative fully authorized to handle all technical aspects of City Contracts.
6. Project Engineer - An authorized representative of the Engineer assigned to make any and all necessary inspections of the work performed and materials furnished by the Contractor.
7. Laboratory - The official testing laboratory or laboratories employed by the City Engineer with City Council approval.
8. Bidder - Any individual, firm, partnership, or corporation submitting a proposal of the work contemplated.
9. Contractor - The individual, firm, partnership, or corporation that is awarded the contract based on their bid.
10. Superintendent - The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the engineer or his designee, and who shall supervise and direct the construction.
11. Surety - The corporate body which is bound with and for Contractor, who is primarily liable and which engages to be responsible for the Contractor for his acceptable performance of the work for which he has contracted.
12. Proposal/Bid Guaranty - The security designated in the proposal of good faith to enter into a contract with the City of Fayetteville, North Carolina, if the work of constructing the project is awarded to a Bidder.
13. Plans - All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.

14. Specifications - The description, provisions, and requirements contained herein, together with all written agreements made or to be made pertaining to the method and manner of performing the work, or to the quantities and qualities of materials to be furnished under the contract.
15. Change Order - A written order to the Contractor subsequent to the signing of the contract authorizing a change in the contract. The change order shall be signed by the Contractor, a City representative and Contracting Officer.
16. Surety Bond - The approved form of security furnished by the Contractor and his surety as a guarantee of good faith on the part of the Contractor to execute the work in accordance with the terms of the Contract.
17. Street - The whole right-of-way between building lines or property lines.
18. Roadway - That portion of the street included between curbs or the equivalent.
19. Sidewalk and Tree Space - That portion of the street between the curb and property line or right-of-way.
20. Street Fixtures - As used in these specifications shall mean manhole frames, grates and slabs, lamphole frames and covers, water valve boxes and covers, meter boxes and covers, public utilities and the like.
21. A.S.T.M. - American Society for Testing Materials.
22. Work - The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans and specifications.
23. Working Day - A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work on the contract. Unless work is suspended for causes beyond the Contractor's control, regular work requiring the presence of an inspector, will be considered as a normal working day.
24. Intention of Terms - Whenever in these specifications or on the plans, the words "directed," "required," or words of the like import are used, it shall be understood that the requirement of the engineer is intended; and similarly, the words "approved", "acceptable", or words of like import, shall mean approved by, or acceptable to the engineer, subject in each case to the final determination of the City.

INSTRUCTIONS TO BIDDERS

1. PROPOSAL

Proposals shall be made in strict accordance with the "Bid Proposal Package" provided herein, and all blank spaces for bids, alternates and unit prices shall be properly filled in. When requested alternates are not bid, the proposal may be considered incomplete. Any modifications to the "Bid Proposal Package" (including alternates and/or unit prices) will disqualify the bid and shall cause the bid to be rejected.

The Bidder agrees that the "Bid Proposal Package" detached from specifications will be considered and will have the same force and effect as if attached thereto. Photocopied or faxed proposals will not be considered. Numbers shall be stated both in writing and in figures for the base bids and alternates.

Unit prices quoted in the "Bid Proposal Package" shall include overhead, profit and taxes and shall be the full compensation for the Bidder's cost involved in the work.

Proposals may be rejected if they show omissions, alterations of form, additions not called for, conditional bids, or irregularities of any kind.

2. EXAMINATION OF CONDITIONS

By submitting a bid, the Bidder is affirming that he has carefully examined all documents pertaining to the work, the location, accessibility and general character of the site of the work and all existing buildings and structures within and adjacent to the site, and has satisfied himself as to the nature of the work, the condition of existing buildings and structures, the conformation of the ground, the character, quality and quantity of the material to be encountered, the character of the equipment, machinery, plant, and any other facilities needed preliminary to and during prosecution of the work, the general and local conditions, the construction hazards, and all other matters, including but not limited to the labor situation which can in any way affect the work under the contract, and including all safety measures required by the Occupational Safety and Health Act of 1970 and all rules and regulations issued pursuant thereto. The Bidder further affirms by submitting a proposal that he has satisfied himself as to the feasibility and meaning of the plans, drawings, specifications, and other contract documents for the construction of work and that he accepts all the terms, conditions and stipulations contained therein, and that he is prepared to work in cooperation with other Contractors performing work on the site.

Reference is made to contract documents for the identification of those surveys and investigative reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the work which have been relied upon by the Designer in preparing the documents. The City will make copies of all such surveys and reports available to the Bidder upon request. Each Bidder may, at his own expense, make such additional surveys and investigations as he may deem necessary to determine his bid price for the performance of the work. Any on-site investigation shall be done at the convenience of the City. Any reasonable request for access to the site will be honored by the City.

3. FAMILIARITY WITH LAWS

The bidder is assumed to have made himself familiar with all laws, ordinances, and regulations which in any manner affect those engaged or employed in the work or the materials or equipment used in or upon the work, or in any way affects the conduct of the work.

4. PREPARATION OF PROPOSAL

The bidder must submit his bid proposal on the blank forms herewith provided, and prices must be given both in writing and in figures (if requested). The bidder shall sign his proposal correctly. If the proposal is made by an individual, his name and address must be shown. If made by a corporation, the person signing

shall state under the laws of what state the corporation was chartered, the location of the home office, and the name and title of officers having authority under the bylaws to sign contracts.

5. LICENSING

The successful Contractor must be properly licensed to do the work in accordance with the North Carolina General Statutes (Chapter 87, Article 1). Upon request, bidders shall show evidence of proper license type and limitation.

6. BULLETINS AND ADDENDA

Any addenda to specifications issued during the time of bidding are to be considered covered in the proposal and in closing a contract they will become a part thereof. It shall be the Bidder's responsibility to ascertain prior to bid time the addenda issued and to see that his bid includes any changes thereby required.

Should the bidder find discrepancies in, or omission from, the drawings or documents or should he be in doubt as to their meaning, he shall at once notify the Contracting Office who will send written instructions in the form of addenda to all bidders. Notification should be no later than seven (7) days from the date set for receipt of bids. Neither the City nor the Purchasing Office will be responsible for any oral instructions. All addenda shall be acknowledged by the Bidder(s) on the Proposal Form.

7. BID SECURITY

Each proposal shall be accompanied by a cash deposit, certified check or cashier's check drawn on a bank or trust insured by the Federal Deposit Insurance Corporation, payable to the City of Fayetteville in an amount equal to not less than 5 percent of the proposal, or in lieu thereof a bidder may offer a bid bond in the amount of 5 percent of the bid executed by a surety company licensed under the laws of the State of North Carolina to execute the contract in accordance with the bid bond and upon failure to make payment, the surety shall pay the obligee an amount equal to the amount of said bond. Said deposit shall be retained by the Owner as liquidated damages in event of failure of the successful bidder to execute the contract within ten days after the award or give satisfactory surety as required by law.

8. DELIVERY OF PROPOSAL

Each proposal must be submitted in a sealed opaque envelope so marked as to indicate its contents, project number, project title, bidder's name, address, contractor's license number and status. Bids may be mailed to the City of Fayetteville Purchasing Department, Attn: Francesca Cameron, Purchasing Agent, 433 Hay Street, Fayetteville, NC 28301, or may be delivered in person or by express mail to the City of Fayetteville Purchasing Department, Attn: Francesca Cameron, 433 Hay Street, Fayetteville, NC 28301.

The City of Fayetteville will not be responsible for picking up bids at the post office. Bids arriving after the hour designated for opening shall not be considered.

9. RECEIPT OF BIDS

Bids shall be received in strict accordance with requirements of the General Statutes of North Carolina.

10. WITHDRAWAL OF PROPOSAL

If the bidder desires to withdraw his proposal, he must do so before the time fixed for the receipt of bids, without prejudice to himself by communicating his purpose in writing to the City, and when received it shall be handed to him or to his authorized agent unread. Bids may not be withdrawn after the time for receipt for a period of sixty (60) days.

11. BID OPENING

Bids will be publicly opened and read at **5:00 p.m., Tuesday, February 13, 2018**, in the EE Smith Room, 2nd Floor, City Hall Building, 433 Hay Street, Fayetteville, North Carolina 28301. Bidders or their

authorized agents are invited to be present. Upon opening, all bids shall become the property of the City. Bids will not be returned to the Bidder.

12. BID EVALUATION

The City may award bid on the basis of the base bid and any alternates the City chooses. Before awarding a contract, the City may require the apparent low bidder to qualify himself to be a responsible bidder by furnishing the documentary data listed below:

- (1) An up-to-date financial statement or other documentation showing assets and liabilities of the Company.
- (2) A listing of three completed projects of similar scope and nature.
- (3) Permanent name and address of place of business.
- (4) The number of employees of the organization and length of time the organization has been in business under the present name.
- (5) The name and address of the surety proposed and the name and address of the responsible local adjuster for insurance claims.
- (6) The names of members of the firm who hold appropriate trade licenses, together with license numbers.
- (7) An affidavit stating whether or not any OSHA violations have occurred within the past three years.

Failure or refusal to furnish any items of information requested by the City shall constitute a basis for disqualification of any bidder.

Should the City adjudge that the apparent low bidder is not the lowest responsible bidder by virtue of the above information requested, said apparent low bidder will be so notified and his bid security shall be returned to him.

Should the successful bidder default and fail to execute a contract, the contract may be awarded to the next lowest and responsible bidder.

13. MATERIAL GUARANTY

Before the award of contract, the successful bidder, when requested, shall furnish a complete statement of the origin, composition, and manufacturer of any and all materials to be used in the construction of the project together with samples, which samples may be subjected to the tests provided for in these specifications to determine their quality and fitness for the work. All materials furnished must meet or exceed quality required by the latest specifications of the North Carolina Department of Transportation.

14. DISQUALIFICATION OF BIDDERS

More than one proposal from an individual, a firm or partnership, a corporation, or an association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. Any or all proposals will be rejected if there is reason for believing that collusion exists among the bidders, and all participants in such collusion will not be considered in future

proposals for the same work. No contract will be awarded except to competent bidders capable of performing the class of work contemplated.

15. UNBALANCED BIDS

The City reserves the right to reject any bid determined to be unbalanced. In the event that an unbalanced bid is determined to be the lowest responsible bid, the City reserves the right to request negotiation of the particular line item(s) disputed.

16. RIGHT TO REJECT PROPOSALS

The City reserves the unqualified right to reject any and all bids. Reasons for rejection may include, but shall not be limited to, the following:

- a. If the "Bid Proposal Package" furnished to the bidder is not used or is altered.
- b. If the bidder fails to insert a price for all bid items, alternate and unit prices requested.
- c. If the bidder adds any provisions reserving the right to accept or reject any award.
- d. If there are unauthorized additions or conditions to the bid or irregularities of any kind which tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- e. If the bidder fails to complete the proposal form where information is requested so the bid may be properly evaluated by the City.
- f. If the unit prices contained in the bid are unacceptable to the City.
- g. If the bidder fails to comply with other instructions stated herein.

17. SMALL DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

In accordance with NCGS 143-128.2, The City of Fayetteville has a 10% goal for small, minority and women owned business participation on this project. Bidders are hereby notified that the requirements of the City of Fayetteville Small Disadvantaged Business Enterprise Program for Construction, Procurement and Professional Services (a copy of which is included in these contract documents) shall be adhered to in the submission of all bids and shall be made a part of this contract.

The approved SDBE participation submitted by the Contractor shall be the **Contract Requirement**.

Only Historically Underutilized Business (HUB) firms with current certification are acceptable for listing in the bidder's submittal of SDBE participation and will be considered to meet the contract goal. Firms that are certified through HUB are available at the "Search for HUB Vendors" which can be accessed through the following website: <https://www.doa.state.nc.us/HUB/searchhub.htm>.

Bidder shall submit, with his Proposal, the Small Disadvantaged Business Enterprise documentation requested in these specifications. It is ***strongly*** recommended that personnel within your company who are responsible for compliance with these requirements attend the pre-bid, as important information will be reviewed. Failure to submit proper documentation may result in disqualification of the proposal. Questions regarding SDBE requirements shall be directed to Francesca Cameron, Purchasing Agent, at (910) 433-1358.

CONTRACT REQUIREMENTS

1. AWARD OF CONTRACT

All contracts shall be awarded by the City of Fayetteville within sixty (60) days from the date of the opening of the proposals. The said sixty (60) calendar day period may be extended by written consent of the bidders whose proposal guarantees are held by the City.

2. TIME IN WHICH TO EXECUTE CONTRACT

Bidder to whom award shall have been made must execute the contract and return the same with the appropriate bonds and a certificate of insurance as required herein to the City Purchasing Department within ten (10) days after the said contract has been presented to the successful bidder for signature. If the bidder shall refuse or neglect to execute the contract, the amount of the proposal guaranty shall be forfeited to the use of the City, not as a penalty, but as liquidated damages. The City may, if deemed advisable in the interest of the City, extend this time.

3. CONTRACT BONDS REQUIRED

The successful bidder, at the time of the execution of the contract shall provide the City with a contract payment bond and a contract performance bond that shall be in compliance with N.C.G.S. Chapter 44A, Article 3, as follows:

- (a) A performance bond in the amount of one hundred percent (100%) of the construction contract amount, conditioned upon the faithful performance of the contract in accordance with the plans, specifications, and conditions of the contract shall be provided. Such bonds shall be solely for the protection of the City of Fayetteville.
- (b) A laborer and materials payment bond in the amount of one hundred percent (100%) of the construction contract amount, conditioned upon the prompt payment for all labor or materials for which a Contractor or subcontractor is liable shall be provided. The payment bond shall be solely for the protection of the persons furnishing materials or performing labor for which the Contractor or subcontractor is liable.

The corporate surety furnishing the bonds shall be authorized to do business in the State of North Carolina, and shall be acceptable to the City Attorney. All contract payment bonds and contract performance bonds shall be executed on "Performance Bond" and "Payment Bond" forms provided in the "Contract Award Package" and be countersigned by a regularly authorized agent of the corporate surety who is resident in North Carolina and who is licensed by the North Carolina Department of Insurance.

4. INSURANCE

The Contractor shall not commence work under this Contract until he has obtained all insurance required under this paragraph, and such insurance has been approved by the City Attorney, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance has been so obtained and approved. See Other Provisions Section (2) (c) below titled "Subcontractors."

The insurance required for this contract is as follows:

- (a) Commercial General Liability ISO #CG 00 01 10 93: The Contractor shall take out and maintain during the life of this contract commercial general liability insurance with limits of \$1,000,000 per occurrence; \$2,000,000 aggregate other than products/completed operations; \$2,000,000 aggregate for products/completed.
- (b) Automobile Liability ISO #CA 00 01 12 93: The Contractor shall take out and maintain during the life of this contract automobile liability insurance in an amount not less than \$1,000,000 combined

single limit per accident for bodily injury and property damage from owned, non-owned, and hired automobiles.

- (c) **Workers' Compensation and Employers' Liability Insurance:** The Contractor shall take out and maintain during the life of this contract workers' compensation insurance as required by the laws of the State of North Carolina and Employers' Liability with limits of \$100,000 each accident, \$500,000 policy limit and \$100,000 each employee for all employees employed on the project. In case any employee(s) engaged in work under this contract is or are not protected under the Workers' Compensation Statute, the Contractor shall provide adequate coverage for the protection of employees not otherwise protected.
- (d) **Property Insurance:** If contracted to construct a building, the Contractor shall purchase and maintain "Builder's Risk" insurance. This insurance shall include the interests of the City, the Contractor and Subcontractors and shall be written on a one hundred percent (100%) completed value basis (full value as of the date that all construction is finished and includes the Contractor's total cost plus profit), and to remain in force until the project is completed and accepted by the City.

Regardless of the nature of the work to be performed, coverage must also be provided for the theft or damage of building materials and supplies, which are not permanently attached and stored on site for any period of time. This coverage shall be an "Installation Floater," and where no building construction is involved, the amount of the coverage shall equal the value of the materials stored on site.

It is the responsibility of the Contractor to inform the policy provider of any and all change orders which increase the building's value. Any penalties or losses incurred due to the Contractor's failure to adequately insure the building during construction will be the Contractor's responsibility.

(e) Owner's and Contractor's Protective Liability I.S.O. #CG 00 09 10 93:
The Contractor shall secure and maintain during the life of the contract, an Owner's and Contractor's Protective Liability insurance policy for the City, with minimum limits of \$1,000,000 per occurrence/\$2,000,000 aggregate.

Acceptability of Insurance

All insurance policies shall be written by insurers licensed to do business in North Carolina. It is realized that certain business activities may not be readily insurable by admitted carriers. If insurance is written by non-admitted carriers whose names appear on the current listing of approved and non-admitted carriers prepared by the North Carolina Department of Insurance, such carriers will be favorably considered assuming they meet all other requirements. Non-admitted carriers should be so identified on the Certificate of Insurance form. The City reserves the right to reject any and all certificates or policies issued by insurers with a Best's rating less than A;VII.

Indemnity Provision

Contractor assumes entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of the City of Fayetteville or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the negligence of the Contractor, his subcontractors, agents, and employees, in the performance of the work/service set forth in the Standard Specifications and Special Provisions, and any changes, addenda, or modifications including losses, expenses or damages sustained by the City of Fayetteville, and agrees to indemnify and hold harmless the City of Fayetteville, its officials, employees or volunteers from any and all such losses, expenses, damages,

demands and claims and agrees to defend any suit or action brought against them, or any of them, based on any such alleged injury or damage, and to pay all damages, cost and expenses in connection therewith or resulting therefrom. As an integral part of this agreement Contractor agrees to purchase and maintain during the life of this contract contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof.

Other Provisions:

- (1) Any deductible or self-insured retention must be declared to and approved by the City.
- (2) The policies are to contain, or be endorsed to contain, the following provisions:

(a) Commercial General Liability Coverage

- 1) The City of Fayetteville, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
- 2) The Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- 3) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(b) All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to:

City of Fayetteville Procurement Office
433 Hay Street
Fayetteville, NC 28301

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, and volunteers. In the event the City is damaged by the failure of the Contractor to maintain such insurance and to so notify the City, the Contractor shall bear all reasonable costs properly attributable thereto.

(c) Subcontractors

Contractor shall include all subcontractors as insurers under its policies OR shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

(d) No Waiver of Immunity

Any insurance coverage required by the terms of this contract shall not be deemed a contract of insurance purchased by the City nor a waiver of the City's immunity pursuant to NCGS 160A-485.

5. SUBLETTING OR ASSIGNING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the contract or any portion thereof, or of the work provided for therein, or his right, title or interest therein to any person, firm, partnership, or corporation without the written consent of the City Council. Except as may be required under the terms of the Performance Bond or Payment Bond, no funds or sums of money due the Contractor under the contract may be assigned.

6. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

As time is of the essence, the Contractor is required to commence work to be performed under this agreement within ten (10) calendar days after written notice (Notice to Proceed) from the Contracting Officer to proceed with construction. Failure by the Contractor to complete the work within the contract time will cause considerable damage to the City. Therefore, a liquidated damage charge will be assessed for each day of overrun as specified in the Special Provisions. The Contractor hereby agrees by executing the contract that such liquidated damages are considered a just and reasonable compensation to the City.

7. CONSTRUCTION SCHEDULE

Upon receipt of Notice to Proceed, and prior to beginning the work, the Contractor will submit a schedule to the Project Manager. Said schedule is to be updated and submitted monthly with the Contractor's application for payment. In the event the Contractor begins work prior to submitting a schedule, payments will be held until the Contractor is in compliance with this article.

8. INTENT OF PLANS AND SPECIFICATIONS

The drawings and specifications are complementary, one to the other. That which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a complete job.

The wording of the specifications shall be interpreted in accordance with common usage of the language except that words having a commonly used technical or trade meaning shall be so interpreted in preference to other meanings.

9. CONSTRUCTION STAKING

The City Engineering Department will do all of the construction staking. Staking will be done only during normal office hours, Monday through Friday. All stakes knocked out by the Contractor will be replaced by the Engineering Department at a charge to the Contractor of \$5 per stake. The Contractor must give at least one day (24 hours) notice prior to requiring staking or restaking. (The Contractor will be charged a minimum of \$15 for replacing control points, P.C., etc., and \$50 for replacing monuments.)

10. ENGINEER STATUS

The Engineer shall provide general administration of the performance of construction contracts, including liaison and necessary inspection of the work to ensure compliance with plans and specifications. He is the agent of the City only for the purpose of constructing this work and to the extent stipulated in the contract documents. He has authority to stop work or to order work removed, or to order corrections of faulty work where such action may be necessary to assure successful completion of the work

The Engineer shall make periodic inspections of the project at intervals appropriate to the stage of construction. He will inspect the progress, the quality and the quantity of the work.

11. PLANS AND WORKING DRAWINGS

The Engineer will furnish all drawings necessary to show the line, grade, and details of all construction work to be done under this contract. The Engineer will also point out the location of all underground utility lines, but the exact location of such lines cannot be guaranteed. It will, however, be the responsibility of the Contractor to protect these lines against damages at all time. Any deviation from the plans, specifications, etc., as may be required by the exigencies of the construction, in all cases will be determined by the Engineer. The Engineer reserves the right to make such alterations in the plans or in the character of the work, from time to time, as may be considered necessary or desirable to complete fully and perfectly the construction of the work, and if such alterations of the plans result in increased cost or result in decreased cost to the Contractor, an equitable adjustment therefore is to be agreed upon in writing by the Contractor and the Contracting Officer or his authorized representative.

12. CLARIFICATIONS AND DETAIL

In such cases where the nature of the work requires clarification by the Engineer, such clarification shall be furnished by the Engineer with reasonable promptness by means of written instructions or detail drawings, or both. Clarifications and drawings shall be consistent with the intent of contract documents, and shall become a part thereof. The Contractor shall not proceed with the work without such detail drawings and/or written clarifications.

13. MINOR CHANGES IN THE WORK

The Engineer will have the authority to order minor changes in the work not involving an adjustment in the contract sum or time for completion, and not inconsistent with the intent of the contract documents.

14. TEMPORARY SUSPENSION OF THE WORK

The Engineer shall have the authority to suspend the work, wholly or in part, for such period or periods as he may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract. Contractor shall not suspend the work without authority. Neither the failure of the Engineer to notify the Contractor to suspend work on account of bad weather nor permission by the Engineer to continue work during bad weather shall be a cause for the acceptance of any work which does not comply in every respect with the contract and specifications.

15. AUTHORITY AND DUTIES OF PROJECT ENGINEER

Project engineers employed by the City or City Engineer shall be authorized to inspect all work performed and materials furnished. Such inspection may extend to all or any parts of the work, and to the preparation or manufacture of the materials to be used. A project engineer may be stationed on the work to report to the Engineer as to the progress of the work and the manner in which it is being performed. Also, the project engineer is to report whenever it appears that the materials furnished and the work performed by the Contractor fail to fulfill the requirements of the specifications and contract, and to call to the attention of the Contractor such failure or other default; but such inspection, however, shall not relieve the Contractor of any obligation to perform all of the work strictly in accordance with the requirements of the specifications. In case of any dispute arising between the Contractor and the Project Engineer as to the materials furnished or of the manner of performing the work, the Project Engineer shall have the authority to reject materials or suspend work until the question at issue can be referred to the proper authority. Any suspension or work stoppage ordered by the Project Engineer or the Engineer for rejected materials or technique of performing work, shall not be the basis of a claim by the Contractor for additional contract time. Such rejection shall also not be the basis of a future claim by the Contractor for any adjustment in his contract unit price or lump sum price of any work item contained in the contract proposal.

The Project Engineer shall in no case act as foreman or perform duties for the Contractor, nor interfere with the management of the work by the latter. The project engineer may make changes in grades and quantities when necessary to keep work in progress.

16. SHOP DRAWINGS, SUBMITTALS, SAMPLES, DATA

The Contractor shall submit to the Engineer all shop or setting drawings, descriptive data, samples, color charts, etc., required for the work. The Engineer shall review the shop drawings promptly, noting desired corrections, if any, and shall return copies to the Contractor within ten (10) calendar days after receipt from the Contractor. The Contractor shall furnish corrected drawings to the Engineer.

Approval of shop drawings by the Engineer shall not be construed as relieving the Contractor from responsibility for compliance with the design or terms of the contract documents nor from responsibility for errors of any sort in the shop drawings, unless such lack of compliance or errors first have been called in writing to the attention of the Engineer by the Contractor.

17. INSPECTION OF THE WORK

It is a condition of this contract that the work shall be subject to inspection during normal working hours by the Engineer, designated official representatives of the City, and those persons required by State law or local ordinance to test special work for official approval. The Contractor shall therefore provide safe access to the work at all times for such inspections.

Where special inspection or testing is required by State laws or local ordinances, instructions of the Engineer, specification or codes, the Contractor shall give adequate notice to the Engineer of the time set for such inspection or test, if the inspection or test will be conducted by a party other than the Engineer. Such special tests or inspections will be made in the presence of the Engineer, or his authorized representative, and it shall be the Contractor's responsibility to serve ample notice of such tests.

Should any work be covered up or concealed prior to inspection and approval by the Engineer, such work shall be uncovered or exposed for inspection if so requested by the Engineer in writing. Inspection of the work will be made promptly upon notice from the Contractor. All cost involved in uncovering, repairing, replacing, recovering, and restoring to design condition, the work that has been covered or concealed will be paid by the Contractor involved.

If such work be found not in accordance with the contract documents, the Contractor shall pay such costs unless it be found that this condition was caused by the City or a separated Contractor, in which event the City or the separated Contractor shall be responsible for the payment of such costs.

18. TESTING

The City reserves the right to test any or all materials and workmanship by a certified independent testing laboratory at his expense. Testing shall be accomplished as deemed necessary by the Engineer. Any necessary re-testing due to failures of previous tests shall be at the Contractor's expense.

19. USE OF A SECTION OF THE WORK

Whenever in the opinion of the Engineer any portion of the work is completed or is in acceptable condition for use, it shall be used for the purpose it was intended as may be directed, and such use shall not be held to be in any way acceptance of that portion of the work used or as a waiver of any of these specifications and contract. Necessary repairs or renewals made in any section of the work, due to defective materials, or work, or natural causes, shall be performed at the expense of the Contractor.

20. PROSECUTION OF WORK

The Contractor shall begin the work to be performed under the contract within ten (10) days after such date as the Contracting Officer shall notify him to proceed. Commencement of work by the Contractor shall be

deemed and taken as a waiver of this notice on his part. The Contractor will be required to prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance of the project. The Contractor is not permitted to suspend his operation except for reasons beyond his control and/or where the Engineer has authorized a suspension of the work in writing. The City will not be liable for delays of any nature providing the work is progressing satisfactorily to ensure its completion within the time set forth in the contract. Should prosecution of the work for either above reason be discontinued by the Contractor, he shall notify the Engineer at least twenty-four (24) hours before again resuming operations.

In the event that the Contractor's operations are suspended in violation of these provisions, liquidated damages will be charged to the Contractor for each and every calendar day that such suspension takes place. These damages will be additional to any damages that may become chargeable due to failure to complete the work on time. The Contractor hereby agrees by executing the contract that such liquidated damages are considered a just and reasonable compensation to the City.

21. CITY'S RIGHT TO DO WORK

If, during the progress of the work or during the period of guarantee, the Contractor fails to prosecute the work properly or to perform any provision of the contract, the City, after fifteen (15) days written notice sent by certified mail return receipt requested to the Contractor from the Engineer, may perform or have performed that portion of the work. The cost of the work may be deducted from any amounts due or to become due to the Contractor, such action and cost of same having been first approved by the Engineer. Should the cost of such action of the City exceed the amount due or to become due the Contractor, then the Contractor or his surety, or both, shall be liable for and shall pay to the City the amount of said excess.

22. CHANGE ORDERS

The City may have changes made in the work covered by the contract. These changes will not invalidate and will not relieve or release the Contractor from any guarantee given by him pertinent to the contract provisions. These changes will not affect the validity of the guarantee bond and will not relieve the surety or sureties of said bond. All extra work shall be executed under conditions of the original contract.

Except in an emergency endangering life or property, no changes shall be made by the Contractor except upon written order from the Contracting Officer, Countersigned by the Assistant City Manager authorizing such change, and no claim for adjustments of the contract price shall be valid unless this procedure is followed.

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

"I certify that my Bonding Company will be notified forth-with that my contract has been changed by the amount of this change order, and that a copy of the approved change order will be mailed upon receipt by me to my surety."

A change order, when issued, shall be full compensation, or credit, for the extra work included, omitted, or substituted. It shall show on its face the adjustment in time for completion of the project as a result of the change in the work.

If, during the progress of the work, the City requests a change order and the Contractor's terms are unacceptable, the City without prejudice, with the approval of the City Procurement Division, may perform or have performed that portion of the work requested in the change order.

23. FORCE ACCOUNT WORK

Should unforeseen circumstances arise which, in the opinion of the Engineer, require work to be done which no price can be agreed upon, the Contracting Officer may require that the work be accomplished under a negotiated contract with another Contractor or with City forces or on a force account basis as follows:

- a) Skilled and common labor at the regular rate of pay. Pay for the Foreman may be included, provided in the judgment of the Engineer a Foreman is required.
- b) To the foregoing shall be added such social security and old age benefits made by the Contractor.
- c) Materials used are to be listed on invoices. Copies of vendor invoices to the Contractor which show all materials, quantities, costs, etc., shall be forwarded to the City with the prime Contractor's pay estimate.
- d) Equipment used shall be paid for at an hourly rate schedule mutually agreed upon, but in no case shall it exceed the hourly rate schedule established for such units by Associated General Contractors or other published rental rate schedules which are acceptable to the City. To the sums of a), b), c), and d) the Contractor may add up to 7.5% for overhead and up to 7.5% for profit. When force account work has been authorized, such authority shall be in writing to the Contracting Officer.

24. DISCOVERY OF DEFECTS

The City reserves the right, should an error be discovered in the estimate or conclusive proof of defective work or materials used by or on the part of the Contractor be discovered either before or after the final payment has been made, to claim and remove by process of law such sum or sums as may be sufficient to correct the error or make good the defects in the work and materials.

25. REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All work which has been rejected or condemned shall be remedied, or if necessary removed and replaced in an acceptable manner by the Contractor at his own expense. Work accomplished without lines and grades being given, work performed beyond the lines and grades shown on the plan or as given, except as herein provided, or any extra work done without written authority will be considered as unauthorized and will not be measured or paid for by the City. If so ordered, such unauthorized work shall be removed by the Contractor at his own expense.

26. FAILURE TO REMOVE AND RENEW DEFECTIVE MATERIALS AND WORK

Should the Contractor fail or refuse to remove and renew any defective materials used or work performed previously or to make any necessary repairs in the acceptable manner and in accordance with the requirements of these specifications, within the time indicated in writing, the Engineer shall have authority to cause the unacceptable or defective materials or work to be removed and renewed or such repairs to be made at the Contractor's expense. All cost and expense incurred thereby shall be charged against the defaulting Contractor and the amount thereof from any monies due or which may become due him, or shall be charged against the appropriate contract bonds as required by paragraph 13 of the Standard Specifications. Any work performed as described in this paragraph shall not relieve the Contractor in any way from his responsibility for the work performed by him. The Contractor shall remove and renew any such defective materials and work within the amount of time specified by the Project Engineer or Engineer.

27. SCOPE OF PAYMENTS

The Contractor shall receive and accept the compensation as herein provided in full payment for:

- (1) Furnishing all materials, labor, tools, and equipment and for performing all work contemplated and embraced under the contract.

- (2) All loss or damages arising out of the nature of the work or from the action of the elements or from any unforeseen difficulties or obstruction which may arise or be encountered during the prosecution of the work, until its final acceptance.
- (3) All risks of every description connected with the prosecution of the work.
- (4) All expenses incurred by, or in consequence of, the suspension or discontinuance of the said prosecution of the work herein specified.
- (5) Completing the project and the whole thereof in an acceptable manner according to the plans and specifications.

28. REQUEST AND CERTIFICATES FOR PAYMENT

Not later than the tenth day of the month, the Contractor shall submit to the Contracting Official a request for payment for work done during the previous month. The request shall be in the form agreed upon between the Contractor and the Contracting Official, but shall show substantially the value of work done and materials delivered to the site during the period since the last payment, and shall sum up the financial status of the contract.

The making and acceptance of payment by the City shall not constitute an acceptance of the work or any part thereof.

29. PAYMENTS

Payments will be made monthly on a Net 30 day basis as follows:

Partial payments for mobilization will be made on the first and second payments. Up to 2 ½ percent of the value of the contract will be paid on each of these partial payments. Any excess (amount over 5 percent of the value of the contract) will be paid on the final payment.

The City will retain 2.5% of the amount of each periodic payment throughout the completion of the contract.

30. ESTIMATED QUANTITIES

The estimated quantities contained herein in certain items in the proposal are for the purpose of comparing bids. They are not guaranteed, and settlement will be made on the basis of the work as actually executed at the unit price in the proposal as accepted. Any variation is understood to be in the total amount of the contract and each item need not necessarily be varied the same amount.

31. VARIATION IN ESTIMATED QUANTITY

In the event that an item's actual quantity deviation exceeds 1 percent of the total original contract value or 200 percent of the original quantity, an equitable adjustment may be requested (in writing) by either the Contractor or the City. Any adjustment shall be based upon the increase or decrease in costs and/or time due solely to the variation. Requests which cannot be reasonably justified will be denied. Mutually agreed adjustments will be handled as change orders (Contract Requirements, Item 22). If an agreement cannot be reached, force account work (Contract Requirements, Item 23) may be used.

32. SALES TAX CERTIFICATE

The Contractor is to complete City forms certifying sales tax paid, on all materials used in construction. The Contractor may use his own computer forms as long as the form supplies all information requested by the City certificate. The certificate shall be furnished with each pay request, regardless of amount, and list taxes for all items included in the pay request. In the event the pay request does not include any taxable items, the certificate is still required and must certify this fact. Pay requests without the required certificate may be denied approval (and thus payment) until the certificate is provided.

33. CLAIMS FOR EXTRA COST

- a. Should the Contractor consider that as a result of any instructions given in any form by the Engineer, he is entitled to extra cost above that stated in the contract, he shall give written notice thereof to the Engineer within seven (7) days without delay, and shall not proceed with the work affected until further advised, except in emergency involving the safety of life or property. No claims for extra compensation will be considered unless the claim is so made.
- b. The Contractor shall not act on instructions received by him from persons other than the Engineer, Contracting Officer or any designated representative, and any claims for extra compensation or extension of time on account of unauthorized instruction will not be honored. The City will not be responsible for misunderstandings claimed by the Contractor of verbal instructions which have not been confirmed in writing, and in no case shall instructions be interpreted as permitting a departure from the contract documents unless such instruction is confirmed in writing and supported by a properly authorized change order.

34. DISPUTES

To prevent disputes and litigation or claims, the Contracting Officer shall in all cases be the point of contact and shall act as negotiator to resolve any questions concerning the performance of work or amounts to be paid under this contract. The Contracting Officer in conjunction with the Engineer will strive to resolve any questions or claims concerning the performance of the contract. All decisions shall be final and conclusive except as allowed as follows. All claims, disputes and other matters in question arising out of, or relating to, this contract not resolved by the aforementioned negotiation shall be resolved by legal action instituted and tried in the General Courts of North Carolina under North Carolina law with venue for trial being Cumberland County.

35. PAYMENTS WITHHELD

- a. The Contracting Official with the approval of the City may withhold payment for the following reasons:
 - 1. Faulty work not corrected.
 - 2. The unpaid balance on the contract is insufficient to complete the work in the judgment of the Engineer.
 - 3. To provide for sufficient contract balance to cover liquidated damages that will be assessed.
 - 4. Claims filed against the Contractor or evidence that a claim will be filed.
 - 5. Evidence that subcontractors have not been paid.
- b. When grounds for withholding payments have been removed, payment will be released. Delay of payment due the Contractor without cause will make the City liable for payment of interest to the Contractor as provided in G.S. 143-134.1.

36. PARTIAL UTILIZATION: BENEFICIAL OCCUPANCY

- a. The City may desire to occupy all or a portion of the project when the work is substantially complete.
- b. Prior to the final payment, the City, may request the Contractor(s) in writing, to permit him to use a specified part of the project which he believes he may use without significant interference with construction of the other parts of the project. If the Contractor(s) agree, the Engineer will schedule a beneficial occupancy inspection, after which the Engineer may issue a Certificate of Substantial Completion. The certificate shall include the following documentation:
 - 1. Date of substantial completion.
 - 2. A tentative list of items to be completed or corrected before final payment.
 - 3. Establishing responsibility between Contractor and the City for maintenance, heat utilities and insurance.
 - 4. Establishing the date for guarantees and warranties under terms of the contract.
 - 5. Consent of Surety.
 - 6. Endorsement from insurance Company permitting occupancy.

37. FINAL INSPECTION

The Engineer shall make final inspection of the project within ten (10) days after receipt of a written notice from the Contractor of the final completion and cleaning up of the work covered by the contract.

38. CORRECTION OF WORK BEFORE FINAL PAYMENT

- a. Any work, materials, fabricated items, or other parts of the work which have been condemned or declared not in accordance with the contract by the Engineer shall be promptly removed from the work site by the Contractor, and shall be immediately replaced by new work in accordance with the contract at no additional cost to the City. Work or property of other Contractors or the City, damaged or destroyed by virtue of such faulty work, shall be made good at the expense of the Contractor whose work is faulty.
- b. Correction of condemned work described above shall commence within twenty-four (24) hours after receipt of notice from the Engineer, and shall make satisfactory progress until completed.
- c. Should the Contractor fail to proceed with the required corrections, then the City may complete the work in accordance with the provisions (City's Right to Do Work).

39. ACCEPTANCE AND FINAL PAYMENT

When the Contractor has completed the work in an acceptable manner in accordance with the terms of the contract, the Project Engineer shall make a final inspection for acceptance of work by the City.

The making and acceptance of final payment shall constitute a waiver of all claims by the Contractor except those claims previously made and remaining unsettled.

Final certificate of payment shall be accompanied by the following:

- 1. Warranties and guarantees required by the contract.
- 2. Release and Waiver of Claim for Prime Contractors.
- 3. Affidavit of Contractors of payment to material suppliers and subcontractors.
- 4. Consent of Surety to final payment.

40. CORRECTION OF WORK AFTER FINAL PAYMENT

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

41. TERMINATION OF CONTRACT

The contract shall be considered complete when all work has been completed and accepted by the Engineer.

42. CONTRACT TERMINATION FOR CAUSE

If the Contractor fails to begin the work under the contract within the time specified, or fails to perform the work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the said work, or shall perform the work unsuitably or shall discontinue the prosecution of the work, or if the Contractor becomes insolvent or be declared bankrupt, or commits any act of bankruptcy, or allows any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the work in an acceptable manner, the Contracting Officer shall give notice in writing to the Contractor and his surety of such delay, neglect or default, specifying the same.

If the Contractor within a period of ten (10) days after such notice shall not proceed in accordance therewith, then the City of Fayetteville, shall upon written certification from the Contracting Officer of the fact of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority, without violating the contract to take the prosecution of the work out of the hands of said Contractor, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable and may enter into an agreement for the completion of contract according to the terms and provisions thereof or use such other methods as in its opinion shall be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the City of Fayetteville, together with the costs of completing the work under contract, shall be deducted from any monies due or which may become due said Contractor. In case the expense so incurred by the City of Fayetteville shall be less than the sum which would have been payable under the contract, if it had been completed by said Contractor, then the said Contractor shall be entitled to receive the difference and in case such expense shall exceed the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the City of Fayetteville the amount of said excess.

43. CONTRACT TERMINATION FOR CONVENIENCE

If the City shall determine that it is in the City's best interest, the City shall notify the Contractor to terminate the work within seven (7) days. In such event, the Contractor shall be entitled to compensation for all work properly executed and any expenses incurred in terminating the contract and vacating the construction site. No claim shall be made by the Contractor for any loss of anticipated profits because of any alteration, change or termination, or by reason of any variation between the approximate quantities and the quantity of work as done.

REQUIRED FORMS (POST AWARD)

Change Order	See Contract Requirements para. 22
Standard Form for Payment Requests	See Contract Requirements para. 28
Sales & Use Tax Certificate	See Contract Requirements para. 32
Claims for Extra Cost/Time	See Contract Requirements para. 33
Release of Claims	See Contract Requirements para. 39



Purchasing Department
 433 Hay Street
 Fayetteville, NC 28301
 (910) 433-1358
 (910) 433-1680 (FAX)

**CITY OF
 FAYETTEVILLE
 CONTRACT
 CHANGE ORDER**

**Project: NC 24 (Grove
 Street) Sidewalk**

Contractor:

Address:

**Effective Date:
 Contract No.:
 Change Order No.:
 Account No.:**

**Previous Total:
 Total Change:
 Revised Total:
 Time Change:**

This change order is being written to:

Except as provided herein, all terms and conditions of the contract referenced above, as heretofore changed remains unchanged and in full force and effect.

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

By: _____
 (Signature/Date)

 Type or Print Name

 Title

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

 Finance Officer (Signature/Date)

 City Engineer (Signature/Date)

 Contracting Officer (Signature/Date)

STANDARD FORM FOR PAYMENT REQUESTS

Company Name: Project Name: NC 24 (Grove Street) Sidewalk

Company Address: Project Number:

Company Phone: Pay Request #

PART A

PREVIOUS	CURRENT	SCHEDULED TOTAL	UNIT	SCHEDULED
ITEM#	DESCRIPTION	QUANTITY	PRICE	VALUE
QTY	QTY	VALUE		
1.				
2.				
3.				
4.				
SUB-TOTAL				SUB-TOTAL

PART B

PREVIOUS	CURRENT	SCHEDULED TOTAL	UNIT	SCHEDULED
ITEM#	DESCRIPTION	QUANTITY	PRICE	VALUE
QTY	QTY	VALUE		
1.				
2.				
3.				
4.				
SUB-TOTAL				SUB-TOTAL

TOTAL EARNINGS \$

CONTRACT SUMMARY

Original Contract Value	\$
Change Orders Approved	\$
Current Contract Value	\$
Total Earnings	\$
Less Retainage	\$
Less Previous Payments	\$
Due this estimate	\$
Balance to finish (+ retainage)	\$

AFFIDAVIT

This is to certify that sales/use tax was or will be paid as stated above on materials and supplies purchased or manufactured by the **City of Fayetteville, North Carolina**, for the above mentioned project during the period and billed on this payment application #_____.

(Contractor)

(Authorized Signature/Date)

(Address)

(Telephone Number)

(City, State, Zip)

(Fax Number)

Date: _____

Page _____ **of** _____



**Purchasing Department
433 Hay Street
Fayetteville, NC 28301
(910) 433-1358**

CLAIM FOR EXTRA COST/TIME

PROJECT TITLE: NC 24 (Grove Street) Sidewalk

Contractor:

Fax:

CLAIM is made for _____ additional dollars/ _____ additional days for the following reason:

By: _____ Title: _____
Phone: _____ Date: _____

ACCEPTED/DENIED

By: _____ Title: _____
Phone: _____ Date: _____

If Denied, Explanation or Counter proposal:

**Counter Proposal Accepted/Denied
City/Contractor**

By _____ Title: _____
Phone: _____ Date _____

RELEASE OF CLAIMS

Contract/Purchase Order Number: _____

Title: NC 24 (Grove Street) Sidewalk

Project Number: _____

To the best of my knowledge and belief, I certify that all items, units, quantities, prices of work and materials and NC Sales taxes shown on the attached final invoice are correct; that all work has been performed and materials supplied in accordance with the terms and conditions of the above stated contract, including any and all change orders, _____ between the City of Fayetteville, and _____ (Contractor) _____ . I further certify that all subcontracting obligations have been met. Below is a true and correct statement of the contract amount up to and including the last day of the period covered by the attached final invoice, and that no part of the "total amount due" has been received.

(a) Total Contract Cost (Including Change Orders) \$ _____
(b) Total Amount Previously Paid \$ _____
(c) Total Amount Due (Including retainage) \$ _____

In consideration of the above stated sum to be paid by the City of Fayetteville for the noted contract, the undersigned contractor does release and discharge the City of Fayetteville, its officers, agents and employees, of and from all liabilities, obligations and claims whatsoever in law and equity arising out of or by virtue of said contract, except specified claims in stated amounts, or in estimated amounts when the amounts are not susceptible of exact statement by the contractor, as follows:

IN WITNESS WHEREOF, this release has been executed this _____ day of _____, 2018
(Imprint Corporate Seal below this line)

(CONTRACTOR)

BY: _____
TITLE: _____

ATTEST:

(Secretary)

ENGINEERING CERTIFICATION OF CHARGES

I certify this _____ day of _____, 2018, that the attached final invoice is correct for payment, and that to the best of my knowledge and belief, it is a true and correct statement of work performed and materials supplied in accordance with the terms and conditions of the above noted contract.

CITY OF FAYETTEVILLE, NC

BY _____

TITLE _____

GENERAL STATUTES GUIDELINES

All Prospective Bidders are Hereby Advised to Become Familiar with Certain Provisions of the General Statutes of North Carolina. The following list is furnished for your information and is not meant to be all-inclusive. Full compliance of the **Current** General Statutes of North Carolina applicable to this contract shall be required from all bidders.

Chapter 44A, Article 3	Payment and Performance Bonds.
Chapter 87	Contractors.
Chapter 95, Article 16	Occupational Safety and Health Act of North Carolina
Chapter 113A, Article 1	Pollution Control and Environment.
Chapter 130A, Article 19	Asbestos Hazard Management.
Chapter 132	Public Records.
Chapter 133, Article 1	Public Works - General.
Chapter 133, Article 3	Public Works - Regulation of Contractors.
Chapter 143, Article 8	Public Contracts.
Chapter 143, Article 21	Water and Air Resources.
Chapter 143, Article 21B	Air Pollution Control.

REQUIREMENTS OF THE WORK

1. CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the final acceptance of the project by the Engineer, it shall be under the charge and care of the Contractor, and he shall take every precaution against injury or damage to same or any part thereof by the action of the elements or from any other cause whatever, whether arising from the execution of or the non-execution of the work. The Contractor will be held responsible for the protection and restoration, at his expense, of property monuments or markers, buildings, fences and all utility installations affected in the prosecution of the work.

2. COOPERATION OF CONTRACTOR REQUIRED

The Contractor shall give the work his constant attention to facilitate the progress thereof and shall cooperate in every way. He shall have at all times a competent and reliable representative on the work authorized to receive orders and to act for him.

3. CONSTRUCTION SUPERVISION

Throughout the progress of the work, each Contractor shall keep on the job a competent superintendent or supervisory staff satisfactory to the Engineer. The superintendent shall not be changed without the consent of the Engineer unless said superintendent ceases to be employed by the Contractor or ceases to be competent. The superintendent shall have authority to act on behalf of the Contractor, and instructions, directions or notices given to him shall be as binding as if given to the Contractor. However, important directions, instructions, and notices will be confirmed in writing to the Contractor, as will all such items if requested by the Contractor. Construction will be stopped if Prime Contractor's Superintendent is not available.

4. USE OF PREMISES

The Contractor(s) shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits, or directions of the Engineer and shall not exceed those established limits in his operations.

The Contractor(s) shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

The Contractor(s) shall enforce the Engineer's instructions regarding signs, advertisements, fires, smoking or any other written instructions given.

5. EQUIPMENT, MATERIALS, WORKMANSHIP

The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, heat, sanitary facilities, water, scaffolding, and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or incidentals, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.

The Contractor shall furnish such equipment as is considered necessary by the Engineer for the prosecution of the work in an acceptable manner and at a satisfactory rate of progress. Equipment used on any portion of the work shall be such that no injury to adjacent work or property will result from its use.

Whenever products, materials, or equipment are named in the specifications, the specifications shall be interpreted to mean an item of material or equipment similar to that named and which is suited for the same

use and capable of performing the same function as that named. Each Contractor shall obtain written approval from the Engineer for the use of substitute products, materials or equipment claimed as equal to those specified.

All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Upon notice, the Contractor shall furnish evidence as to quality of materials.

Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards, laws, rules, codes or regulations of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.

All work under this contract shall be performed in a skillful and workmanlike manner. The City may require, in writing, at any time during the construction and completion of the work covered by these contract documents, the removal of any employee of, or person connected with, the Contractor who shall use profane or abusive language to the inspector or other employees of the City, or otherwise interfere with him in the performance of his duties, or who shall disobey or evade instructions or who is careless, incompetent, or considered a nuisance or detriment to the work. The Contractor shall order such parties removed immediately from the grounds and shall not allow their return except by consent of the Contracting Officer.

6. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, the Engineer and other authorized representatives, consultants, and employees of the City, from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance or failure of 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 by any negligent act or omission of the Contractor, the Contractor's subcontractor, or the agents of either the Contractor or the Contractor's subcontractor. 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 Article.

7. EQUAL OPPORTUNITY CLAUSE

The non-discrimination clause contained in Section 202 relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

8. EMPLOYMENT OF THE HANDICAPPED

The Contractors agree not to discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

9. NONDISCRIMINATION

The Contractor shall make a good faith effort to comply with the services of minority businesses, in compliance with the City's goals for these purposes pursuant to the resolution of the City Council adopted April 2, 1984.

10. SUBCONTRACTS AND SUBCONTRACTORS

The Contractor shall submit to the Engineer and the City, a list giving the names and addresses of subcontractors and equipment and material suppliers he propose to use, together with the scope of their respective parts of the work. **At no time shall the Contractor subcontract more than 49% of the work on this project.**

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

11. CONTRACTORS AND SUBCONTRACTOR RELATIONSHIPS

The Contractor agrees that the terms and conditions of these contract documents shall apply equally to each subcontractor as to the Contractor, and the Contractor agrees to take such action as may be necessary to bind each subcontractor to these terms. The Contractor further agrees to conform to the "Code of Ethical Conduct" as adopted by the Associated General Contractors of America, Inc., with respect to Contractor-subcontractor relationships, and that payments to subcontractors shall be made in accordance with the provisions of G.S. 143-134.1 entitled, Interest on final payments due to prime contractors: payments to subcontractors.

12. CODES AND STANDARDS

Wherever reference is given to codes, standard specifications or other data published by regulating agencies including, but not limited to, National Electrical Codes, North Carolina State Building Codes, Federal Specifications, ASTM Specifications, various institute Specifications, etc., it shall be understood that such reference is to the latest edition including addenda published prior to the date of the contract documents.

13. OBSERVANCE OF LAWS

The Contractor at all times shall observe, conform to, and comply with all laws, regulations, and ordinances of the United States, the State of North Carolina, County of Cumberland and the City of Fayetteville, and shall indemnify and save harmless the City and all of its officers, agents, and employees against any claim or liability arising from or based on the violation of any such law or regulation, order, or decree, whether by himself or his employees.

If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Engineer in writing. Additional requirements or changes implemented after contract award will be subject to equitable negotiations and shall be made by change order. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Engineer, he shall bear all cost arising therefrom.

14. TRUCK ROUTE ORDINANCE

The Contractor shall comply with the City's Truck Route Ordinance, Sec. 200-60; 20-61; 20-64; and 20-65. The Contractor shall make a thorough examination of the individual streets and establish all haul routes to comply with the Truck Route Ordinance. City of Fayetteville truck route maps are available upon request.

15. SEDIMENTATION POLLUTION CONTROL ACT OF 1973

Any land-disturbing activity performed by the Contractor(s) in connection with the project shall comply with all erosion control measures set forth in the contract documents and any additional measures which may be required in order to ensure that the project is in full compliance with the Sedimentation Pollution Control Act of 1973, as implemented by Title 15, North Carolina Administrative Code, Chapter 4, Sedimentation Control, Subchapters 4A, 4B and 4C, as amended (15NCAC 4A, 4B, and 4C).

Upon receipt of notice that a land-disturbing activity is in violation of said Act, the Contractor(s) shall be responsible for insuring that all steps or actions necessary to bring the project in compliance with said Act are promptly taken.

To the fullest extent permitted by law, the Contractor(s) shall indemnify and hold harmless the City and agents, consultants and employees of the City, from and against all claims, damages, civil penalties, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work or failure of performance of work, provided that any such claim, damage, civil penalty, loss or expense is attributable to a violation of the Sedimentation Pollution Control Act. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or persons described in this Article.

16. PERMITS/LICENSES/NOTICES

The Contractor shall procure and bear the costs of all permits, licenses, fees, and inspections, and give all notices necessary and incidental to the due and lawful prosecution of the work.

17. HAZARDOUS MATERIALS

If the Contractor encounters any materials considered or suspected of being hazardous, he shall immediately secure the area and contact the City of Fayetteville, Engineering Department, (phone: 433-1656) for further instructions.

18. NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (NC DOT) STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES – PARTIAL ADOPTION

The latest edition of the "NC DOT Standard Specifications for Roads and Structures" is partially adopted as to material specifications, material testing and construction procedures, unless otherwise specified in these City of Fayetteville documents. Such reference to NC DOT specifications DOES NOT include any administrative provisions of these specifications in this contract. Specifically, the administrative provisions of the NC DOT Standard Specifications for Roads and Structures shall NOT be the basis of any claim for pay or any adjustment to the bid unit prices contained in the contract proposal.

19. TRAFFIC

The Contractor will be required to maintain traffic within the limits of this project, including all existing roadways which cross or intersect unless otherwise provided in the contract or approved by the Project Engineer. The Contractor shall provide continuous safe vehicle and pedestrian access (which may include temporary bridges and their maintenance) to all properties, both public and private, and shall conduct his operations in such a manner that inconvenience to the property owners will be held to a minimum.

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control devices required for any operation shall be functional and in place prior to the commencement of the operations. Signs for temporary operations shall be removed during periods of inactivity. The Contractor is required to leave the project in a manner that will be safe to the traveling public and which will not impede motorists.

Traffic movements through lane closures on roads with two-way traffic shall be controlled by flaggers stationed at each end of the work zone. In situations where slight distance is limited, the Contractor shall provide additional means of controlling traffic, including, but not limited to, two-way radios, pilot vehicles, or additional flaggers. Flaggers shall be competent personnel, adequately trained in flagging procedures, and furnished with proper safety devices and equipment, including, but not limited to, safety vests and stop/slow paddles.

All personnel when working in traffic areas or areas in close proximity to traffic shall wear an approved safety vest, or shirt or jacket and hat or helmet which meets the color requirements of the Manual of Uniform Traffic Control Devices (MUTCD).

No work on this project shall start until all the traffic control devices required for the particular work activity have been installed, inspected and approved by the Project Engineer. The Contractor will be required to notify the City of Fayetteville Traffic Engineer five (5) working days prior to closing any street.

The furnishing, erecting, maintaining, relocating, and removing of traffic control devices will be in accordance with the current edition of the Manual on Uniform Traffic Devices for Streets and Highways.

20. LIGHTS, BARRICADES, AND SIGNS

The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient red lights and danger signals. The Contractor shall also provide a sufficient number of watchmen and take all precautions for the protection of the work and safety of the public. It is the duty and responsibility of the Contractor to furnish and mount any necessary signs on suitable and approved standards. "Street Closed" signs shall be placed immediately adjacent to the work in a conspicuous position, at such locations where traffic demands. Whenever an intersection is closed to cross-bound traffic, "Street Closed at next intersection to through traffic" sign shall be placed one block on each side of the street closed in order to properly guide traffic around the closed street. If lighted barricades are not placed on open ditches or any other dangerous conditions that are hazardous to the public or as required by the Engineering Department, the City will place barricades at Contractor's expenses (Current City rates for labor, equipment and material will be charged).

21. PASSAGEWAYS TO BE LEFT CLEAR

The roadway on one side of the line of work shall be kept open at all times for the passage of vehicles or pedestrians. The Contractor shall in all cases so arrange his work as to cause the least inconvenience to the property owners consistent with the proper prosecution of the work as determined by the Engineer. When deemed necessary by the Engineer the Contractor shall complete his work up to such point as designated by the Engineer before opening the work ahead, in order to give access to private property, etc. The opening of any street for travel shall not be held to be in any way an acceptance of the project or any part of it, or as a waiver of any of the provisions of these specifications and contract. Necessary repairs or renewals made on any section of the work, which has been opened to travel under instructions from the Engineer, due to defective materials or work pending completion and acceptance, shall be performed at the expenses of the Contractor.

22. CONTRACTOR'S DUTY AND OBLIGATION TO THE PUBLIC

The Contractor shall so schedule his work as to keep all storefronts open to their prospective customers, and shall at his expense construct and maintain any necessary ramps, boardwalks, or other means to maintain pedestrian traffic. He shall at all times cooperate with the public and merchants affected by his operations and shall endeavor to maintain good public relations at all times. Any lighting or other special facilities required to carry on work shall be furnished by the Contractor.

23. PUBLIC SAFETY

Fire hydrants on or adjacent to the street shall be kept accessible to fire apparatus at all times.

24. PRESERVATION AND RESTORATION OF PROPERTY, ETC.,

The Contractor shall protect carefully from disturbance or damage all land monuments and property marks until the Engineer has witnessed or otherwise referenced their location and shall not remove them until directed. The Contractor shall protect all trees and shrubs designated to remain in the vicinity of the operations. When any direct or indirect damage or injury is done to public or private property, land monuments, or utility by or on account of any act, omission, neglect or misconduct in the execution of the

work, or in consequence of the non-execution thereof on the part of the Contractor, he shall restore, at his own expenses, such property to a condition similar or equal to that existing before such damage or injury was done or he shall make good damage or injury in an acceptable manner.

25. PROTECTION OF WORK, PROPERTY AND THE PUBLIC

The Contractors shall be jointly responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the City, and by laws or ordinances governing such conditions. They shall be responsible for any damage to the Owner's property or of that of others on the job by them, their personnel, or their subcontractors, and shall make good such damages. They shall be responsible for and pay for any claims against the City. All Contractors shall have access to the project at all times.

The Contractor shall provide cover and protect all portions of the structure when the work is not in progress, provide and set all temporary roofs, covers for doorways, sash and windows, and all other materials necessary to protect all the work on the building or any other facilities, whether set by him, or any of the subcontractors. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the City.

No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the Engineer.

The Contractor shall barricade all walks, roads, etc., as directed by the Engineer or Contracting Officer to keep the public away from the construction. All trenches, excavations, or other hazards in the vicinity of the work shall be well barricaded and properly lighted at night.

26. WORKER SAFETY/OSHA

Contractor shall provide all necessary safety measures for the protection of all persons on the work site at all times during the prosecution of the work, regardless of whether the worker is an employee of the Contractor or a subcontractor. The Contractor is required to comply with the provisions of the "North Carolina Occupational Safety and Health Standards (OSHA) for the Construction Industry" and revisions thereto as adopted by General Statutes of North Carolina 95.126 through 155. If the Engineer shall stop the prosecution of the work at any time because of lack of proper safety measures, precautions, or procedures on the part of the Contractor or subcontractor, this shall not relieve the Contractor of his responsibility under this paragraph.

27. CLEANING UP

The Contractors shall keep the building and surrounding area reasonably free from rubbish at all times, and shall remove debris from the site from time to time or when directed to do so by the Engineer. Before final inspection and acceptance of the work, each Contractor shall clean his portion of the work, to include but not limited to, glass, hardware, fixtures, masonry, tile and marble (using no acid), clean and wax all floors as specified, and completely prepare the site for use by the City, with no cleaning required by the City.

28. ROYALTIES, LICENSES AND PATENTS

It is the intention of the contract documents that the work covered herein will not constitute in any way infringement of any patent whatsoever unless the fact of such patent is clearly evidenced herein. The Contractor must notify the City immediately of any claim or infringement of any patent in connection with the performance of this contract.

The Contractor shall pay all royalties and/or license fees required on account of patented articles or processes, whether or not the patent rights are evidenced hereinafter.

The Contractor shall hold and save harmless the City, its officers, agents, servants, and employees from liability of any nature or kind for or on account of the use of any patented or unpatented invention, article, appliance, or process furnished or used in the performance of this contract, excepting patented articles required or designated by the City in its specifications, the use of which the Contractor does not control.

29. GUARANTEE

The Contractor(s) shall guarantee and warrant all labor and material for the project against defect due to faulty material, workmanship, and/or negligence for a period of ONE YEAR from the date of final inspection of the project. Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, the manufacturer's warranty shall apply for that particular piece of equipment or material. The Contractor shall respond to any repair request from the City within 48 hours of notice received by telephone, telegraph, or letter. The Contractor shall replace defective materials, equipment, or workmanship without cost to the City within the stipulated guarantee period.

30. CONTRACTOR'S RIGHT TO STOP WORK/TERMINATE CONTRACT

Should the work be stopped by order of a court having jurisdiction, or by order of any other public authority for a period of three (3) months, due to cause beyond the fault or control of the Contractor, or if the City should fail or refuse to make payment of account of a certificate issued by the Engineer within thirty (30) days after receipt of same, then the Contractor, after fifteen (15) days written notice sent by certified mail, return receipt requested, to the City and the Engineer, may suspend operations on the work or terminate the contract.

The City shall be liable to the Contractor for the cost of all materials delivered and work performed on this contract.

31. UTILITY CONFLICTS

It shall be the responsibility of the Contractor to contact all affected utility owners and determine the precise location of all utilities prior to beginning construction. Utility owners shall be contacted a minimum of 48 hours prior to the commencement of operations. Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible. Existing hydrants shall be kept accessible to fire department at all times.

The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to ensure the safety of construction personnel and the public.

SECTION D – TECHNICAL SPECIFICATIONS

SECTION 00450

PLANT MIX BITUMINOUS CONCRETE SURFACE COURSE

AND

BITUMINOUS CONCRETE BASE COURSE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. The work covered by this section consists of the production, delivery, placement and compaction of all types of bituminous plant mixed bases and surface courses.

1.02 UNIT PRICES

A. Basis of Payment: The quantity of base course will be paid for at the contract unit price per ton for "Bituminous Concrete Base Course, Type B, 25.0 B."

The quantity of binder course will be paid for at the contract unit price per ton for "Bituminous Concrete Binder Course, Type I, 19.0 B."

The quantity of surface course will be paid for at the contract unit price per ton for "Bituminous Concrete Surface Course, Type S, 9.5 B."

The quantity of surface course will be paid for at the contract unit price per ton for "Bituminous Concrete Surface Course, Type SF, 9.5 A."

The quantity of surface course will be paid for at the contract unit price per ton for "Bituminous Concrete Surface Course, Type S, 9.5 A."

The quantity of surface course will be paid for at the contract unit price per ton for "Bituminous Concrete Surface Course, Type S, 4.75 A."

1.03 REFERENCES

A. The "Standard Specification for Roads and Structures" revised January 2012 by the North Carolina Department of Transportation will govern in its entirety the work under these specifications except as they are modified hereinafter.

B. Bituminous Plants Production: All bituminous plants shall meet specification 610 of the Standard Specifications of Roads and Structures revised January 2012 by the North Carolina Department of Transportation (NCDOT). All bituminous plants that produce bituminous mixes that are to be used within the rights-of-way of the City of Fayetteville, or on any new street that is to be accepted by the City of Fayetteville, shall have a current and up to date certification of the asphalt plant on file with the Engineering and Maintenance Department of the City of Fayetteville. Any bituminous mix that is produced by a plant that does not have NCDOT certification is unacceptable for use within the City of Fayetteville.

C. Quality Management System for Asphalt Pavements: The Contractor shall produce and construct asphalt mixtures and pavements in accordance with a quality management system as described in Section 609 of the NCDOT Standard Specifications. Apply these specifications to all materials and work performed in

accordance with Division 6 of the NCDOT Standard Specifications. Perform all quality control activities in accordance with NCDOT “Hot Mix Asphalt Quality Management System (HMA/QMS)”.

1.04 ENVIRONMENTAL REQUIREMENTS

A. Weather and Temperature Limitations: This section addresses air temperature, road surface temperatures, seasonal limitations, weather requirements, the layer thickness that apply when producing and/or placing the various mixture types. Bituminous mixtures shall not be produced or placed during rainy weather, when the sub-grade or base course is frozen, nor when the moisture on the surface to be paved would prevent proper bond. Bituminous material shall not be placed when the air temperature, measured in the shade away from artificial heat at the location of the paving operations, is less than the following temperatures:

THICKNESS OF LAYER BEING PLACED

Material Type	Minimum	Minimum
	Air Temperature	Road Surface Temperature
ACBC, Types B 25.0B,C, B 37.5 C, PADC	35 degree F (2 degree C)	35 degree F (2 degree C)
ACIC, Types I 19.0B, C, D	35 degree F (2 degree C)	35 degree F (2 degree C)
ACSC, Types S 4.75A, SF 9.5A Types S 9.5A, & B	40 degree F (5 degree C)	40 degree F (10 degree C)
ACSC, Types S 9.5C, S 12.5C & D	45 degree F (10 degree C)	45 degree F (10 degree C)

In addition, surface course material, which is to be the final layer of pavement, shall not be placed between December 15 and March 16, except that OGAFB will not be placed between October 31 and April 1 of the next year, unless otherwise approved by the Engineer.

As an exception to the above, when in any day's operations the placement of a layer of bituminous base course material or binder material 2" or greater in thickness has started, it may continue until the temperature drops to 32 degrees Fahrenheit (F).

PART 2 PRODUCTS

2.01 MATERIALS

A. Composition of Mixtures (Job Mix Formula): All bituminous plant mixes that shall be used within the rights-of-way of the City of Fayetteville shall be produced in a NCDOT certified bituminous plant.

B. All bituminous base courses and surface course mixes that are to be use within the rights-of-way of the City of Fayetteville shall have all job mix formulas on file with the Engineering and Maintenance Department of the City of Fayetteville. No other bituminous mixes will be acceptable.

C. All binder shall be PG 64-22 and meet the appropriate requirements of Section 610 of the NCDOT Standard Specifications.

PART 3 EXECUTION

3.01 INSTALLATION

A. Construction Requirement: The production, spreading, finishing, weather limitation, joints, compaction, density and surface requirements shall be in accordance with the Standard Specifications for Roads and Structures revised January 2012 by the NCDOT.

B. Transportation of Bituminous Mixture: The mixture shall be transported from the mixing plant to the point of use in vehicles which have tight, clean, smooth metal beds that have been sprayed with a lime solution, a soap and oil solution, or other approved material, to prevent the mixture from adhering to the beds. Fuel oil is not permitted for this purpose. Truck beds shall be drained prior to loading. Each load of mixture shall be fully covered with a canvas or other suitable material. All covers shall be so constructed and secured as to prevent the entrance of moisture and the rapid loss of temperature. A 3/8 inch diameter hole shall be provided on each side of the vehicle body near the center of the body and 6 inches above the bed of the vehicle for the purpose of inserting a thermometer.

C. The temperature of the mixture immediately prior to discharge from the hauling vehicle shall be within a tolerance of plus 15 degrees F to minus 25 degrees F of the specified job mix temperature.

D. The contractor is required to have a certified Roadway Technician with each paving operation at all times. This person is responsible for monitoring all roadway paving operations and directly supervising all quality control processes and activities. Provide a certified nuclear gauge operator when nuclear density control is being used. Provide the Engineering & Maintenance, City of Fayetteville with an organizational chart, including names, telephone numbers, and current certification numbers of all personnel responsible for the quality control program while asphalt paving work is in progress.

Utilize the 30 foot minimum length mobile grade system to control longitudinal profile when placing the initial lanes and all adjacent lanes of all courses, including resurfacing, leveling courses, and asphalt in-lays, unless otherwise approved by the Engineer. Where public traffic is being maintained, apply only as much tack coat as can be cover during the same day's operation. In addition, the Engineer may limit the application of tack coat in advance of the paving operation depending on traffic conditions, project location, proximity to business or residential areas, or other reasons. In the event that tack coat material is not covered in the same day's operation, the Engineer may require the application of suitable granular material or other means to provide a safe traffic condition at no additional cost to the City of Fayetteville. The contractor will be responsible for any clean-up of the materials that was placed at no cost to the City of Fayetteville.

E. Contractor will furnish with each load of asphalt a scale ticket by a citified weigh master showing the amount of asphalt on the truck. Contractor will be paid on a unit price per ton of asphalt that is actually placed and rolled to a finish asphalt surface or base course.

H. The Engineer may prohibit or restrict the use of vibratory rollers where damage to the pavement being placed, the underlying pavement structure, drainage structures, utilities, or other facilities is likely to occur or is evident.

I. The final surface course material shall be compacted using two steel-wheel rollers and a pneumatic tired roller.

1. Initial rolling shall be achieved using an 8 to 10 ton steel wheel roller.
2. Intermediate rolling shall be achieved using a pneumatic tired roller.

3. Final rolling shall be achieved using an additional steel wheel roller.

J. Surface Smoothness:

1. Base Course – ¼” in 10 feet.

2. Surface Course – 1/8” between any two contact points

3.02 SPECIAL CONSIDERATION

Traffic Loops: When paving intersections requiring loop installations, the Owner shall be given ten (10) calendar days between completion of the first course and beginning of the second course in which to execute said loop installation.

SECTION 00455

CURBS AND GUTTERS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. This work shall consist of portland cement concrete combination curb and gutter constructed on a prepared sub-grade, in one course, in conformity with the lines, grade and typical cross section shown on the plans and in accordance with these specifications.

1.02 UNIT PRICES

A. Determination of Measurement: The quantity to be paid for in this section shall be the actual number of linear feet of combination curb and gutter measured in place, completed and accepted. This measurement of curb and gutter shall be along the bottom of the gutter near the face of the curb. No measurement shall be made for fine grading of sub-grade. Any excavation necessary shall be included in cross sections taken for excavation in grading.

B. Basis of Payment: The quantity measured as provided above shall be paid for at the contract unit price bid per linear foot for combined concrete curb and gutter which prices and payment shall be full compensation for furnishing, hauling, and placing all materials, fine grading of sub-grade, forms and all equipment, tools, labor and incidentals necessary to complete the work.

1.03 DESIGN REQUIREMENTS

A. Proportioning Of Concrete: The concrete shall be mixed in proportions approved by the Engineer. The concrete shall develop at 28 days a minimum compressive strength of 3,000 pounds per square inch. The consistency range in slump of the concrete shall be two to four inches.

B. Air Entrainment of Concrete: All exposed concrete shall have 6 percent (+ or - 1.5 percent) entrained air as discussed in ASTM C 494-80. Measurement shall be with a roll-meter in accordance with ASTM C173-81 or a pressure meter in accordance with ASTM C281-81. Use of other testing procedures will be considered if requested in writing.

1.04 ENVIRONMENTAL REQUIREMENTS

A. Cold Weather and Night Concreting: Concreting shall be done when weather conditions are favorable unless otherwise directed by the Engineer. Concrete operations shall be discontinued when the temperature of 40° Fahrenheit is reached on a falling thermometer. No concreting shall be attempted when local weather bureaus indicate temperatures below freezing within the ensuing 24 hours unless proper precautions are made to protect concrete by covering with straw or other thermal insulation satisfactory to the Engineer. The Contractor shall be responsible for the quality and strength of the concrete laid during cold weather and any concrete damaged by frost action or freezing shall be removed and replaced as directed by the Engineer at the Contractor's expense.

No more concrete shall be laid than can be properly finished and covered during daylight, unless adequate artificial light satisfactory to the Engineer is provided.

PART 2 PRODUCTS

2.01 MATERIALS

A. Cement: The cement used in this item shall be a standard brand of portland cement or high-early-strength portland cement conforming to the requirements of A.A.S.H.O. Specifications. Different brands of cement, or the same brand from different mills, shall not be mixed nor shall they be used alternately in any one continuous pouring between transverse joints.

2.02 SOURCE QUALITY CONTROL

A. Testing: The Engineer shall engage and pay an approved independent testing agency to conduct the routine testing of material for compliance in accordance with ACI 301-72, Chapter 16.

B. Test reports shall be furnished to the Engineer in quadruplicate at the earliest possible date following the testing.

C. If cylinder test results indicate that the concrete has not or will not reach the required 28-day compressive strength, the Engineer shall have the right to require any additional testing as necessary to determine the actual in-place strength of the concrete. Such additional testing will be at the Contractor's expense.

D. The Engineer shall have the right to require the removal and subsequent replacement of any concrete not meeting the minimum 28-day compressive strength. Such removal and replacement shall be at the Contractor's expense.

PART 3 EXECUTION

3.01 PREPARATION

A. Cleaning Site: Prior to the acceptance of the work, unsightly objects such as stones, stumps, limbs, roots, concrete, etc., shall be removed from the site and disposed of to the satisfaction of the Engineer. Work shall not be considered complete until all cleaning up has been done and the site is of a neat appearance.

3.02 INSTALLATION

A. Mixing Concrete: The concrete shall be mixed by machine on the job or at a central mixing plant. A batch mixer of any approved type may be used. The method of measuring the materials for the concrete, including water, shall be one which will ensure separate and uniform proportions of each of the materials at all times. The mixing shall continue at least 1 ½ minutes after all ingredients have been added to the drum. The drum shall be completely emptied before receiving materials for the succeeding batch.

The concrete from a central plant shall be delivered by a mobile agitator type mixer and deposited at the consistency specified without segregation. The time lapsing from mixing to placing the concrete shall not exceed one hour.

Concrete shall be mixed only in such quantities as are required for immediate use and all such material shall be used while fresh and before initial set has taken place. Any concrete in which set has begun shall not be used in the work. Re-tempering of concrete will not be allowed.

B. Sub-grade: The sub-grade shall be excavated to the required depth below the finished surface in accordance with the plans and lines and grades established by the Engineer. All soft and yielding material or other unsuitable material shall be removed and replaced with approved material, and compacted thoroughly at the expense of the Contractor. If the sub-grade is in a filled section, the entire area shall be compacted to an unyielding surface.

C. Forms: Forms shall be set true to the lines and grades established by the Engineer. Forms shall be held rigidly in position and shall be of sufficient strength to resist springing out of line when the concrete is placed. Forms shall be of metal of the necessary dimensions to construct the combined curb and gutter shown on the drawings or specified. Wood forms may be used only where conditions make the use of metal forms impractical, and then only when approved by the Engineer. Forms for straight curb and gutter or radius curb and gutter having a radius of 350 feet or over shall be of steel of an approved type. Bent steel forms or steel forms with top or bottom flanges out of square sides or forms without pin lugs shall not be used and shall be removed from the construction site. Flexible steel forms shall be used on all radius curb having less than a 350 foot radius.

D. Placing of Concrete: The curb and gutter shall be constructed in place in uniform sections 10 feet in length. The joints between sections shall be formed by steel templates 3/16 inches in thickness. Templates shall conform strictly to the curb and gutter section. All joints shall be at right angles to straight curb and in radius line in radius curb. Any broken edges or joints may be cause for rejection. Templates must be pulled halfway out before concrete is set in order that concrete may run under the template. After concrete is set and while the forms are still in place, the templates are to be completely removed. When a curbing machine is used, the Contractor should use all precautions to prevent curb from settling when first starting, especially when grade is critical (below 1 percent). Contractor shall check grade on new poured curb before concrete has set so that correction can be made to the flow line of the curb.

Expansions joints of approved material shall be provided every 30 feet or as directed by the Engineer. Joint material shall be not less than 1/2 inch in thickness, cut true to section, and shall be placed against the steel template forming the joint. Care shall be taken not to disturb the position of the expansion joint filler material during the removal of the templates.

Prior to placing of concrete, the sub-grade shall be moistened and the contact side of the forms shall be coated with a heavy oil. After the placing of the concrete within the forms, the sides of the forms shall be spaded with a flat spade of approved type (the use of shovels for spading will not be permitted). All voids that may appear after forms have been removed, shall be wetted thoroughly and plastered. An excess of voids will be cause for rejection. A slip form concrete machine may be used only on a trial basis and must meet the approval of the City Engineer.

E. Finishing: All concrete within forms shall be brought to true section by the use of an approved straight edge and shall be tamped with straight edge to bring mortar to the surface, after which it shall be floated smooth by means of wood floats. No steel floats will be permitted. After true surface of section has been obtained, and after initial set has taken place, the entire surface shall be brushed with a dampened brush. All joints and all exposed edges shall be rounded off with approved jointing and edging tools.

F. Curbing: Immediately after finishing operations have been completed, the entire surface of the concrete shall be sprayed. The use of liquid retarding agents shall conform to standards specified by current A.A.S.H.O. or A.S.T.M. specifications.

G. Removal of Forms: Forms shall not be removed from freshly placed concrete until it has set for at least 24 hours. They shall be carefully removed and in such a manner as to prevent damage to the edges of the concrete. Honeycombed areas shall be promptly filled with mortar composed of one part cement and two parts sand.

3.03 FIELD QUALITY CONTROL

A. The Engineer shall have the authority to require the Contractor to remove and replace any curb and gutter which has been placed at grade elevations other than those shown on the plans and/or cut sheet. Such curbing shall be removed and replaced at the Contractor's expense.

B. Curbing found to be holding "ponding" water will be removed and replaced at the Contractor's expense.

3.04 PROTECTION OF FINISHED WORK

A. Protection Of Concrete: Immediately after the forms have been removed and all honeycombed areas repaired, the back of the curb shall be back-filled to prevent under-wash. Traffic shall be excluded from crossing the concrete for a period of approximately 14 days by erection and maintenance of suitable barricades. Contractor shall be responsible for any damage resulting from traffic within the 14 day period and he shall remove and replace any concrete damaged as directed by the Engineer.

SECTION 00460

CONCRETE SIDEWALK

PART 1 GENERAL

1.01 SECTION INCLUDES

A. This work shall consist of portland cement concrete constructed on a prepared sub-grade, in conformity with the lines, grade, and typical cross section shown on the plans and in accordance with these specifications.

1.02 UNIT PRICES

A. Determination of Measurement: The quantity to be paid for in this section shall be the actual number of square yards of concrete sidewalk in place, completed and accepted. The amount of grade work required to obtain the proper sub-grade from the finished grade of the sidewalk will be included as part of the per square yard price for concrete sidewalk.

B. Basis of Payment: The quantity measured as provided above shall be paid for at the contract unit price bid per square yard for concrete sidewalk which prices and payment shall be full compensation for furnishing, hauling, and placing all materials, grading of sub-grade, forms and all equipment, tools, labor, and incidentals necessary to complete the work.

1.03 DESIGN REQUIREMENTS

A. Proportioning of Concrete: The concrete shall be mixed in proportions approved by the Engineer. The concrete shall develop at 28 days a minimum compressive strength of 3,000 pounds per square inch. The consistency range in slump of the concrete shall be two to four inches.

B. Air Entrainment of Concrete: All exposed concrete shall have 6 percent (+ or - 1.5%) entrained air as discussed in ASTM C494-80. Measurement shall be with a rollmeter in accordance with ASTM C173-81 or a pressure meter in accordance with ASTM C281-81. Use of other testing procedures will be considered if requested in writing.

The concrete from a central plant shall be delivered by a mobile agitator type mixer and deposited at the consistency specified without segregation. The time lapsing from mixing to placing the concrete shall not exceed one hour.

Concrete shall be mixed only in such quantities as are required for immediate use and all such material shall be used while fresh and before initial set has taken place. Any concrete in which set has begun shall not be used in the work. Retempering of concrete will not be allowed.

1.04 ENVIRONMENTAL REQUIREMENTS

A. Cold Weather and Night Concreting: Concreting shall be done when weather conditions are favorable unless otherwise directed by the Engineer. Concrete operations shall be discontinued when the temperature of 40 degrees Fahrenheit is reached on a falling thermometer. No concreting shall be attempted when local weather bureaus indicate temperatures below freezing within the ensuing 24 hours unless proper precautions are made to protect concrete by covering with straw or other thermal insulation satisfactory to the Engineer. The Contractor shall be responsible for the quality and strength of the concrete laid during cold weather and any concrete

damaged by frost action or freezing shall be removed and replaced as directed by the Engineer at the Contractor's expense.

No more concrete shall be laid than can be properly finished and covered during daylight, unless adequate artificial light satisfactory to the Engineer is provided.

PART 2 PRODUCTS

2.01 MATERIALS

A. Cement: The cement used in this item shall be a standard brand of portland cement conforming to the requirements of A.A.S.H.O. Specifications. Different brands of cement, or the same brand from different mills, shall not be mixed nor shall they be used alternately in any one continuous pouring between transverse joints.

2.02 SOURCE QUALITY CONTROL

A. Testing: The Engineer shall engage and pay an approved independent testing agency to conduct the routine testing of material for compliance in accordance with ACI 301-72, Chapter 16.

B. Test reports shall be furnished to the Engineer in quadruplicate at the earliest possible date following the testing.

C. If cylinder test results indicate that the concrete has not or will not reach the required 28 day compressive strength, the Engineer shall have the right to require any additional testing as necessary to determine the actual in-place strength of the concrete. Such additional testing will be at the Contractor's expense.

D. The Engineer shall have the right to require the removal and subsequent replacement of any concrete not meeting the minimum 28 day compressive strength. Such removal and replacement shall be at the Contractor's expense.

PART 3 EXECUTION

3.01 PREPARATION

A. Cleaning Site: Prior to the acceptance of the work, unsightly objects such as stones, stumps, limbs, roots, concrete, etc., shall be removed from the site and disposed of to the satisfaction of the Engineer. Work shall not be considered complete until all cleaning up has been done and the site is of a neat appearance.

3.02 INSTALLATION

A. Mixing Concrete: The concrete shall be mixed by machine on the job or at a central mixing plant. A batch mixer of any approved type may be used. The method of measuring the materials for the concrete, including water, shall be one, which will ensure separate and uniform proportions of each of the materials at all times. The mixing shall continue at least 1 ½ minutes after all ingredients have been added to the drum. The drum shall be completely emptied before receiving material for the succeeding batch.

B. Sub-grade: The sub-grade shall be excavated to the required depth below the finished surface in accordance with the plans and lines and grades established by the Engineer. All soft and yielding material or other unsuitable material shall be removed and replaced with approved material, and compacted thoroughly at the expense of the Contractor. If the sub-grade is in a filled section, the entire area shall be compacted to an unyielding surface.

C. Forms: Forms shall be set true to the lines and grades established by the Engineer. Forms shall be held rigidly in positions and shall be of sufficient strength to resist springing out of line when the concrete is placed. Forms shall be of metal of the necessary dimensions to construct the sidewalk on the drawings or specified. Wood forms may be used only where conditions make the use of metal forms impractical, and then only approved by the Engineer. Bent steel forms or steel forms with top or bottom flanges out of square sides or forms without pins lugs shall not be used and shall be removed from the construction site.

D. Placing of Concrete: Expansion joints of approved material shall be provided every 30 feet or as directed by the Engineer. Joint material shall be not less than ½ inch in thickness, cut true to section, and shall be placed against the template forming the joint. Care shall be taken not to disturb the position of the expansion joint filler materials during the removal of the templates.

Prior to placing of concrete, the sub-grade shall be moistened and the contact side of the forms shall be coated with a heavy oil. After the placing of the concrete within the forms, the sides of the forms shall be spaded with a flat spade of approved type (the use of shovels for spading will not be permitted). All voids that may appear, after forms have been removed, shall be wetted thoroughly and plastered. An excess of voids will be cause for rejection. A Slip Form Concrete Machine may be used only on a trial basis and must meet the approval of the City Engineer.

E. Finishing: All concrete within forms shall be brought to true section by the use of an approved straight edge and shall be tamped with straight edge to bring mortar to the surface, after which it shall be floated smooth. After true surface of section has been obtained, and after initial set has taken place, the entire surface shall be brushed with a dampened brush. All joints and all exposed edges shall be rounded off with approved jointing and edging tools.

F. Curing: Immediately after finishing operations have been completed, the entire surface of the concrete shall be sprayed. The use of liquid retarding agents shall conform to standards specified by current A.A.S.H.O. or A.S.T.M. Specifications.

G. Removal of Forms: Forms shall not be removed from freshly placed concrete until it has set for at least 24 hours. They shall be carefully removed and in such a manner as to prevent damage to the edges of the concrete. Honeycombed areas shall be promptly filled with mortar composed of one part cement and two parts sand.

3.03 FIELD QUALITY CONTROL

A. The Engineer shall have the authority to require the Contractor to remove and replace any sidewalk which has been placed at grade elevations other than those shown on the plans and/or cut sheets. Such sidewalk shall be removed and replaced at the Contractor's expense.

B. Sidewalk found to be holding "ponding water" will be removed and replaced at the Contractor's expense.

3.04 PROTECTION OF FINISHED WORK

A. Protection of Concrete: Immediately after the forms have been removed and all honeycombed areas repaired, the back of the sidewalk shall be back-filled to prevent underwash. Traffic shall be excluded from crossing the concrete for a period of approximately 14 days of erection and maintenance of suitable barricades. Contractor shall be responsible for any damage resulting from traffic within 14-day period and he shall remove and replace any concrete damaged as directed by the Engineer.

SECTION 00460-A

CONCRETE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. This work shall consist of portland cement concrete constructed on a prepared sub-grade, in conformity with the lines, grade, and typical cross section shown on the plans and in accordance with these specifications.

1.02 UNIT PRICES

A. Determination of Measurement: The quantity to be paid for in this section shall be the actual number of square yards of concrete flatwork, concrete sidewalk, driveway or driveway apron in place, completed and accepted. The amount of grade work required to obtain the proper sub-grade from the finished grade of the sidewalk, driveway or driveway apron will be included as part of the per square yard price for concrete sidewalk, driveway or driveway apron.

B. Basis of Payment: The quantity measured as provided above shall be paid for at the contract unit price bid per square yard for concrete flatwork, concrete sidewalk, driveway or driveway apron which prices and payment shall be full compensation for furnishing, hauling, and placing all materials, grading of sub-grade, forms and all equipment, tools, labor, and incidentals necessary to complete the work.

1.03 DESIGN REQUIREMENTS

A. Proportioning of Concrete: The concrete shall be mixed in proportions approved by the Engineer. The concrete shall develop at 28 days a minimum compressive strength of 3,000 pounds per square inch. The consistency range in slump of the concrete shall be two to four inches.

B. Air Entrainment of Concrete: All exposed concrete shall have 6 percent (+ or - 1.5%) entrained air as discussed in ASTM C494-80. Measurement shall be with a rollmeter in accordance with ASTM C173-81 or a pressure meter in accordance with ASTM C281-81. Use of other testing procedures will be considered if requested in writing.

The concrete from a central plant shall be delivered by a mobile agitator type mixer and deposited at the consistency specified without segregation. The time lapsing from mixing to placing the concrete shall not exceed one hour.

Concrete shall be mixed only in such quantities as are required for immediate use and all such material shall be used while fresh and before initial set has taken place. Any concrete in which set has begun shall not be used in the work. Re-tempering of concrete will not be allowed.

1.04 ENVIRONMENTAL REQUIREMENTS

A. Cold Weather and Night Concreting: Concreting shall be done when weather conditions are favorable unless otherwise directed by the Engineer. Concrete operations shall be discontinued when the temperature of 40 degrees Fahrenheit is reached on a falling thermometer. No concreting shall be attempted when local weather bureaus indicate temperatures below freezing within the ensuing 24 hours unless proper precautions are made to protect concrete by covering with straw or other thermal insulation satisfactory to the Engineer. The Contractor shall be responsible for the quality and strength of the concrete laid during cold weather and any concrete

damaged by frost action or freezing shall be removed and replaced as directed by the Engineer at the Contractor's expense.

No more concrete shall be laid than can be properly finished and covered during daylight, unless adequate artificial light satisfactory to the Engineer is provided.

PART 2 PRODUCTS

2.01 MATERIALS

A. Cement: The cement used in this item shall be a standard brand of portland cement conforming to the requirements of A.A.S.H.O. Specifications. Different brands of cement, or the same brand from different mills, shall not be mixed nor shall they be used alternately in any one continuous pouring between transverse joints.

2.02 SOURCE QUALITY CONTROL

A. Testing: The Engineer shall engage and pay an approved independent testing agency to conduct the routine testing of material for compliance in accordance with ACI 301-72, Chapter 16.

B. Test reports shall be furnished to the Engineer in quadruplicate at the earliest possible date following the testing.

C. If cylinder test results indicate that the concrete has not or will not reach the required 28 day compressive strength, the Engineer shall have the right to require any additional testing as necessary to determine the actual in-place strength of the concrete. Such additional testing will be at the Contractor's expense.

D. The Engineer shall have the right to require the removal and subsequent replacement of any concrete not meeting the minimum (28) day compressive strength. Such removal and replacement shall be at the Contractor's expense.

PART 3 EXECUTION

3.01 PREPARATION

A. Cleaning Site: Prior to the acceptance of the work, unsightly objects such as stones, stumps, limbs, roots, concrete, etc., shall be removed from the site and disposed of to the satisfaction of the Engineer. Work shall not be considered complete until all cleaning up has been done and the site is of a neat appearance.

3.02 INSTALLATION

A. Mixing Concrete: The concrete shall be mixed by machine on the job or at a central mixing plant. A batch mixer of any approved type may be used. The method of measuring the materials for the concrete, including water, shall be one, which will ensure separate and uniform proportions of each of the materials at all times. The mixing shall continue at least 1 ½ minutes after all ingredients have been added to the drum. The drum shall be completely emptied before receiving material for the succeeding batch.

B. Sub-grade: The sub-grade shall be excavated to the required depth below the finished surface in accordance with the plans and lines and grades established by the Engineer. All soft and yielding material or other unsuitable material shall be removed and replaced with approved material, and compacted thoroughly at the expense of the Contractor. If the sub-grade is in a filled section, the entire area shall be compacted to an unyielding surface.

C. Forms: Forms shall be set true to the lines and grades established by the Engineer. Forms shall be held rigidly in positions and shall be of sufficient strength to resist springing out of line when the concrete is placed. Forms shall be of metal of the necessary dimensions to construct the sidewalk, driveway or driveway apron on the drawings or specified. Wood forms may be used only where conditions make the use of metal forms impractical, and then only approved by the Engineer. Bent steel forms or steel forms with top or bottom flanges out of square sides or forms without pins lugs shall not be used and shall be removed from the construction site.

D. Placing of Concrete: Expansion joints of approved material shall be provided every 30 feet or as directed by the Engineer. Joint material shall be not less than ½ inch in thickness, cut true to section, and shall be placed against the template forming the joint. Care shall be taken not to disturb the position of the expansion joint filler materials during the removal of the templates.

Prior to placing of concrete, the sub-grade shall be moistened and the contact side of the forms shall be coated with a heavy oil. After the placing of the concrete within the forms, the sides of the forms shall be spaded with a flat spade of approved type (the use of shovels for spading will not be permitted). All voids that may appear, after forms have been removed, shall be wetted thoroughly and plastered. An excess of voids will be cause for rejection. A Slip Form Concrete Machine may be used only on a trial basis and must meet the approval of the City Engineer.

E. Finishing: All concrete within forms shall be brought to true section by the use of an approved straight edge and shall be tamped with straight edge to bring mortar to the surface, after which it shall be floated smooth. After true surface of section has been obtained, and after initial set has taken place, the entire surface shall be brushed with a dampened brush. All joints and all exposed edges shall be rounded off with approved jointing and edging tools.

F. Curing: Immediately after finishing operations have been completed, the entire surface of the concrete shall be sprayed. The use of liquid retarding agents shall conform to standards specified by current A.A.S.H.O. or A.S.T.M. Specifications.

G. Removal of Forms: Forms shall not be removed from freshly placed concrete until it has set for at least 24 hours. They shall be carefully removed and in such a manner as to prevent damage to the edges of the concrete. Honeycombed areas shall be promptly filled with mortar composed of one part cement and two parts sand.

3.03 FIELD QUALITY CONTROL

A. The Engineer shall have the authority to require the Contractor to remove and replace any sidewalk, driveway or driveway apron, which has been placed at grade elevations other than those shown on the plans and/or cut sheets. Such sidewalk, driveway or driveway apron shall be removed and replaced at the Contractor's expense.

B. Sidewalk, driveway or driveway apron found to be holding "ponding water" will be removed and replaced at the Contractor's expense.

3.05 PROTECTION OF FINISHED WORK

A. Protection of Concrete: Immediately after the forms have been removed and all honeycombed areas repaired, the back of the sidewalk shall be back-filled to prevent under-wash. Traffic shall be excluded from crossing the concrete for a period of approximately 14 days of erection and maintenance of suitable barricades. Contractor shall be responsible for any damage resulting from traffic within 14-day period and he shall remove and replace any concrete damaged as directed by the Engineer.

SECTION 00497

CONSTRUCTION ZONE TRAFFIC CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES

A. The work covered by this section consists of furnishing, erecting, maintaining, relocating and removing traffic control devices for maintenance of traffic during construction operations.

1.02 REFERENCES

A. All work performed is to be in accordance with:

1. *The North Carolina Department of Transportation Standards and Specifications for Road and Structures, January 2006* edition and revisions.
2. *The North Carolina Department of Transportation Highway Design Branch Roadway Standard Drawings, January 2006* edition and revisions.
3. *The Manual on Uniform Traffic Control Devices (MUTCD).*
4. The North Carolina Supplement to the MUTCD.
5. Any project plans or sketches.
6. Any project special provisions.

1.03 SUBMITTAL

The individual project traffic control plan must be submitted to the City Traffic Engineer within two weeks of being declared the lowest responsible bidder. The City Traffic Engineer will approve or revise and approve the traffic control plan within 5 working days of submittal.

1.04 MEASUREMENT AND PAYMENT

A. RESERVED

B. Traffic control shall be billed and compensated as a lump sum item based on the following percentage schedule:

50%	First Payment
25%	Completion of 50% of project
15%	Completion of 75% of project
10%	Final Payment

PART 2 PRODUCTS

2.01 MATERIALS

A. The Contractor shall use interim pavement marking paint as described in *The North Carolina Department of Transportation Standard Specifications for Roads and Structures, January 2006* edition and revisions.

B. Traffic cones may be used when approved by the City Traffic Engineer. When cones are used, they shall be either double stacked or have special heavy bottoms such that they will not be blown over by traffic.

C. All traffic control devices furnished by the Contractor shall remain the property of the Contractor, unless otherwise required by the Special Provisions.

PART 3 EXECUTION

3.01 PREPARATION

A. STREET CLOSURE

1. Intended street closures must be requested, in writing to the City of Fayetteville Traffic Engineer, a minimum of five (5) working days prior to the desired closure date. The request shall state the street name, the from and to locations, and the length of closure time of the individual street to be closed.

2. The request must also be accompanied by a traffic control plan, showing the detour information of through traffic. This plan must be in accordance with the current edition of the MUTCD.

3. After approval, in writing, the Contractor bears full responsibility for the closure to include installation, maintenance and removal of all traffic control devices, as well as all implied liability.

B. No work shall start until all the traffic control devices required for the particular work activity have been installed, inspected, and approved by the Traffic Engineer or his representative.

3.02 INSTALLATION

A. The furnishing, erecting, maintaining, relocating and removing of traffic control devices will be in accordance with the current edition of *The Manual on Uniform Traffic Control Devices* for streets and highways.

B. All traffic control devices must be in place before beginning work each day, removed during intervals when work is not ongoing and removed at the end of the workday.

C. The Contractor shall not obstruct or impede any of the traffic on adjacent streets while installing traffic control or doing construction work.

D. The Contractor shall not close a lane to through traffic at night and during periods of construction inactivity, unless otherwise approved by the Engineer.

E. The Engineer may restrict the Contractor from placing lane closures during certain hours, holidays, or special events because traffic may be unusually heavy. All lane closure types, hours of installation and lengths, will be controlled by and required to be approved by the Engineer.

F. When working within the travelway, the Contractor shall use a standard lane closure or a moving operation caravan utilizing a shadow vehicle and truck mounted impact attenuator, as approved by the City Traffic Engineer. A moving operation caravan shall only be used if the marker operation maintains a minimum speed of 3 MPH at all times with no stops that would narrow or close a lane of travel.

G. The use of police and/or trained flaggers to control traffic through the work site will be provided by the Contractor as required. The Contractor will be responsible for obtaining trained personnel to direct traffic and contacting local authorities for use of police for traffic control where applicable.

H. TIME LIMITATION FOR PLACEMENT AND REPLACEMENT ON PAVEMENT MARKINGS AND MARKERS COMPLETED BY CONTRACTORS ON NEWLY RESURFACED AREAS

MARKING BY CONTRACTOR: DIVIDED AND MULTI-LANE FACILITIES

1. For all Interstate highways and access ramps, place all markings including symbols and legends, by the end of each workday's operation.

2. For all divided and multi-lane facilities, place all center line and lane line markings and railroad and school symbols by the end of each workday's operation. Place all edge lines, gore lines, and other symbols within 3 calendar days after they have been obliterated by the resurfacing operation.

3. A Multi-lane facility is defined as any roadway having more than two lanes to include a two lane, two way with two way left turn lane.

MARKING BY CONTRACTOR: TWO -LANE, TWO WAY FACILITIES

For all two lane, two-way facilities, place all centerline markings, railroad and school symbols within 5 calendar days after they have been obliterated by the resurfacing operation. Place all edge lines and other symbols within 30 calendar days after they have been obliterated by resurfacing operations.

MARKING BY CONTRACTORS: ALL FACILITIES

Place two applications of paint on newly resurfaced asphalt which will remain in place over three (3) months. Place the second application of paint upon ample drying time of the first, as determined by the Engineer.

MARKERS BY CONTRACTOR: ALL FACILITIES

Install permanent markers within sixty (60) calendar days after completing the resurfacing on each map.

SECTION 00497A

TRAFFIC CONTROL STANDARDS

TEMPORARY ROAD CLOSURE

1. Conditions represented are for work that requires closings during daytime hours only.
2. This application is intended for a planned temporary closing not to exceed 15-20 minutes.
3. The flaggers shall stop the first vehicle from the position shown, then move to the centerline to stop approaching traffic.
4. A portable message sign may be used in addition to the initial warning sign.

NOTE: The spacing between signs has a recommended standard of 200' but can be modified by the City Inspector according to the location of the work space.

LANE CLOSURE ON MINOR STREET

1. The traffic control procedure shown is appropriate only for low volume, low speed facilities, such as local residential streets.
2. Traffic can regulate itself when volumes are low and the length of the work space is short, thus enabling drivers to readily see the roadway beyond.
3. Flashing warning lights and/or flags may be used to call attention to the advance warning signs.

NOTE: The spacing between signs has a recommended standard of 200' but can be modified by the City Inspector according to the location of the work space.

SIDEWALK CLOSURES

1. Additional advance warning may be necessary.
2. Only the traffic control devices controlling pedestrian flows are shown. Other devices may be needed to control traffic on the streets. Use lane closure signing as required.

SECTION 02931

SOD

GENERAL

Restoration of existing lawn areas disturbed by construction activities shall be by installation of new sod where indicated on plans or otherwise directed to install sod by the Engineer. Restoration and sod shall be performed as soon as practical, but the time period between initial disturbance, the utility installation and sod placement shall not exceed 60 days. Sod is defined as blocks, squares, strips of turf grass and adhering soil used for vegetative planting. Sodding and preparation of the sod bed shall be performed by an experienced landscape subcontractor specializing in this type of operation unless otherwise approved by the Engineer in writing. The Contractor shall adhere to the standards set forth by the American Association of Nurseryman and the Associated Landscape Contractors of America. All personnel shall be appropriately trained with regard to the degree of involvement so to assure the owner of the highest level of workmanship. Sod species suitable in this area are Hybrid Bermuda, Centipede and Zoysia; however the sod placed for each individual's lawn shall be the same species of sod as existing. Sodding may be performed at any time of the year except frozen sod shall not be placed nor shall sod be placed on frozen ground. The Contractor shall adapt his operations to variations in weather or soil conditions as necessary for the successful establishment and growth of a vigorous, disease free and weed free sod lawn.

MATERIAL

Materials, equipment and products incorporated in the work shall be approved by the Engineer. The Contractor shall submit a list of the proposed materials with samples, if required. Package materials should be delivered in unopened original containers showing weight, analysis and name of manufacturer. Protect material from deterioration.

Sod shall contain 95 percent permanent grass; not more than 5 percent weeds and undesirable grasses, good texture and free from obnoxious grasses, roots, stones and foreign materials. Sod shall be uniformly 1 1/2 to 2 inches thick with a well-developed fibrous root mat system in topsoil with clean cut edges. The sod shall be sufficiently dense and cut to the minimum required thickness such that if one corner suspends the sod, the sod will not tear apart. The sod shall be recently mowed to a height of not more than 3 inches prior to harvest. The sod shall be supplied and maintained in a healthy condition as evidence by the grass being a normal green color in appearance, dense, and free from insects, pests, disease or injury. Sod shall be delivered to the job site within 24 hours after being cut and shall be installed with 24 hours after delivery. Any sod which is torn, broken or too dry will be rejected.

SOIL BED PREPARATION

Before landscape construction is to begin, the site shall be cleaned and disposed of brush, rubbish, stones, gravel and other foreign material within the area to be landscaped. Exposed ground surfaces disturbed during construction activities shall be graded to the original contours (allowing for the thickness of the sod) or as in the case of an altered contour such as a fill slope, graded as directed by the Engineer to finish grade, or typical cross section. The sod bed shall be excavated to such a depth that after sod placement the top of the sod shall be flush with surrounding grade or contours. Rake areas to be sodded smooth, free from unsightly variations, bumps, ridges or depressions. Do not start work until conditions are satisfactory and do not work during increment or impending increment weather.

The surface area to receive sod shall contain a minimum of 4 inches of good, fertile, friable, organic natural topsoil loam as a base for laying the sod. Topsoil shall be free of clumps, brush, sticks, weeds, stones, roots, trash or other objectionable material. Contractor shall insure all topsoil to be free of plants or plant parts of Quackgrass, Johnson grass, nut sedge, poison ivy or other noxious weeds. The Contractor shall furnish and supplement the existing

topsoil at no additional costs to the Owner providing a minimum 4-inch thickness as specified. Soil preparation shall not be performed in frozen or extremely wet conditions. The finished topsoil bed shall be uniform in grade, with a yard like appearance. All changes in grade shall have smooth, rounded peaks and valleys.

The soil shall be scarified or otherwise loosened to a depth of not less than 5 inches and all clods shall be broken. The top 4 inches shall be worked into an acceptable smooth, friable and uniformly fine texture sod bed by use of soil pulverizers, drags, harrows or by other methods approved by the Engineer. Commercial grade fertilizer (8% Nitrogen, 8% Phosphate, 8% Potash) shall be applied at a rate of 20 pounds per 100 square feet, Super-Phosphate at 12 pounds per 1000 square feet and lime (Dolomite limestone containing not less than 85% total carbamates) shall be applied at a rate of 25 pounds per 1000 square feet or at a rate recommended for the type of sod being placed. Apply soil amendments within 24 hours after raking topsoil base surface and not more than 48 hours prior to laying sod. Mix thoroughly a minimum depth into the upper 4 inches of topsoil and lightly water to aid in dissipation. Sod placement shall not begin until the soil preparation is inspected and approved by the Engineer. During application of soil amendment fertilizer etc., adequate precautions shall be taken to prevent damage to existing features such as traffic, structures, landscape, trees, vegetation, utilities or any other appurtenances. The Contractor shall be required to repair or clean any damages.

PLACING SOD

The Contractor and his landscape subcontractor shall coordinate the placing of the sod to begin within 24 hours after the topsoil base preparation is completed and accepted by the Engineer. Sod shall be brought to the site as near to the time of placing as possible. Store sod in the shade, and keep watered particularly in extreme hot and dry condition to insure vitality and to prevent the dropping off of soil during handling. During wet weather, the sod shall be allowed to dry sufficiently to prevent tearing. Handling shall be done in a manner which will prevent tearing, breaking, drying or other damage. Carefully place sod in rows with the longer side perpendicular to slopes and the ends staggered in each successive row in a brick-like pattern. Butt the ends and sides together tightly and do not overlap or stretch the sod. Do not leave any voids or gaps.

Insure sod that abuts valve box covers, manhole covers and/or utility poles, walks, etc. is 1/4" below the edge of the structure to allow for positive drainage. Soil shall not dam up water adjacent to walks, etc. or exhibit ponding. Unavoidable gaps shall be closed with small pieces of torn or broken sod if kept moist and approved by the Engineer. After the sod is laid, irrigate thoroughly to allow water to penetrate a minimum 6 inches into the soil below the sod. Sod shall not be placed when the atmospheric temperature is below 32° F.

Tamp and roll completed sod installation with a manual roller or approved equipment to eliminate minor irregularities and to form close contact with the soil bed immediately after placing and watering. The type of rolling and tamping equipment to be used shall be submitted to the Engineer for approval prior to construction. On steep slopes 3:1 (horizontal and vertical) or greater, in drainage ditches or any areas where sod slipping may occur, anchor sod with approved wooden stakes (1/2"x 3/4" x 12") or staples spaced not over 2 feet apart in any direction and/or in sufficient number to prevent slippage or displacement. The anchors shall be driven flush with the surface of the sod. The wide flat side of the stake shall be driven parallel to the slope. Staking shall be done concurrently with sod placement and prior to tamping. Sod shall be laid with the long horizontal edge of the strips parallel to the contour starting at the bottom of the slope. The edge of the sod shall be turned slightly in the ground at the top of a slope and a layer of earth placed over it and compacted so as to conduct the surface water over and onto the top of the sod. Upon completion of the above-described work, the surface of the sodded areas shall coincide with the finished grade and not exceed 1/4" plus or minus variation to adjoining grade or proposed contour. Extreme care shall be taken to prevent the installed sod from being torn or displaced. Where sod is placed adjacent to travel way Contractor shall protect sod from vehicular or other shoulder traffic by roping off temporarily or providing other suitable means of protection until sod has set.

MAINTENANCE

The Contractor shall, at no additional cost to the Owner, make whatever arrangements necessary to insure an adequate supply of water to meet the needs of this Contract. The Contractor shall supply water of suitable quality and purity to sustain and encourage vigorous plant growth, and supply all equipment for proper delivery and application to planted areas. Water obtained from PWC fire hydrant shall be metered and properly protected with an approved backflow prevention device. All costs for bulk water use where applicable shall be borne by the Contractor. PWC must inspect and approve any connections to their water system to include the proposed water application and storage equipment. The Contractor shall not use private resident's water. The Contractor is solely responsible to provide watering of the sod. The Engineer shall approve the method of application of water. Limit watering to early morning or late afternoon to enable the soil to absorb the maximum amount of water with limited runoff.

Maintenance shall begin immediately after sodding operation. Contractor shall provide a written schedule to the Engineer of proposed maintenance methods and scheduled maintenance. The Contractor shall maintain all sodded areas until sod is firmly established and as outlined below. Maintenance will include watering, fertilizer, pest control, soil amendments, disease control, erosion repair, mowing, protecting turf area from traffic (i.e. temporary fences, barriers, signs, etc.) and replacement of any dead or damaged sod.

A. Watering

- Water lawn areas once a day with a minimum 1/2-inch water for the first 3 weeks after area sodded.
- After the 3-week period, water twice a week with a 3/4-inch of water each time unless a comparable amount of rainfall has occurred.
- Make weekly inspections to determine moisture content of soil and supplement the above watering schedule as needed.
- Excessive runoff puddling and wilting shall be prevented.

B. Fertilizer and Pest Control

- Evenly spread fertilizer composite at a rate of 40 pounds per 5000 square feet or as recommended by the manufacturer. Fertilizer shall not be applied until 2 weeks after initial placement of the sod or prior to the advent of winter
- Treat areas of weed and insect infestation as recommended by the treatment manufacturer.

C. Mowing

- The Contractor shall do mowing operations, (in yards not being mowed by residents) until provisional acceptance.
- Mowing shall be done only when the grass is dry with a rotary type mower having a blade height set not lower than 1 1/2 inches nor higher than 3 inches.
- Mowing operations shall be conducted at intervals, which insure grass height does not exceed 4 inches between mowing.

- The Contractor shall complete at least one mowing operation before the work will be considered for provisional acceptance.

The Contractor shall protect and not allow access of vehicular traffic into any newly sodded areas and shall repair any damaged turf to original grade. Maintenance shall continue for a period of 90 days after placement or until provisional acceptance by the Engineer. A written record shall be furnished to the Engineer of the maintenance work performed. At least two weeks shall elapse after chemical control is applied before a request of inspection.

ACCEPTANCE

Fifteen (15) days prior to the end of the 90-day maintenance period, the Contractor shall make written request to the Engineer for an inspection and provisional acceptance of the sod. Failure to notify the Engineer will not relieve the Contractor of the maintenance provisions required and the Contractor will continue to be responsible for the maintenance of the sod.

Replacement of dead sod shall be performed within 7 days after notification by the Engineer and the maintenance period for these areas or individual lawns shall be extended for the 90-day maintenance period. Failure to replace dead sod within the specified 7 day period will result in the Owner having the work performed and deducting the cost from the Contract, however, the Contractor shall be responsible for the maintenance and if necessary replacement of sod.

Final acceptance will be given upon satisfactory contract performance exhibited at final inspection and acceptance. Sodded areas are to be fully rooted prior to acceptance. The Engineer shall be the sole judge as to whether or not the lawns are acceptable. Should any deficiencies be disclosed at final inspection, the Contractor shall make the necessary corrections in a timely manner and request re-inspection.

GUARANTEE

The Contractor shall guarantee a dense, vigorous stand of turf free of weeds, disease, pests or any dead areas more than one half of a square foot in size for a period of 90 days from initial placement or replacement whichever is greater. Total dead area shall not exceed 1% of total square footage for each individual resident's lawn.

MEASUREMENT AND PAYMENT

Turf will be paid for at the unit price bid as contained in the bid schedule which shall include but not limited to all sod, pest control, disease control, anchoring, placing, soil amendments, fertilizer, topsoil, grading, raking, sod bed preparation, water, maintenance, sod replacement, protection of turf areas, damage repair, to existing features and all other incidentals. The area to be paid for shall be field measured to the nearest square yard of in-place sod. The quantity to be paid for shall not exceed the total quantity specified for the project as indicated by "no overage allowed" as contained in the Proposal. Any overage necessary due to particular Contractor's methods of construction shall be considered by the Contractor and included in the unit price bid. The Owner shall retain and shall not pay for 30% of the unit price bid for sod, if the maintenance is not performed by the Contractor and written maintenance records are not provided to the Engineer. Payment shall constitute all work necessary for satisfactory completion, including maintenance and guarantee.

APPENDIX