



PROJECT MANUAL

FOR

WESTWOOD CEMETERY SITE IMPROVEMENTS

PROJECT NUMBER:
SW-2026-02

TOWN OF CARRBORO, NORTH CAROLINA

BID ADVERTISEMENT DATE: Monday, March 16, 2026

2024 NCDOT STANDARD SPECIFICATIONS

v.180329

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00 10 00 – INVITATION TO BID

The Town of Carrboro (hereinafter the “Town”) will receive electronic bids for the following Project:

PROJECT NAME: Westwood Cemetery Drainage Improvements
PROJECT NUMBER: SW-2026-02

BID DUE DATE AND TIME: Friday, April 3, 2026, at 3:00PM

DESCRIPTION OF WORK: This project consists of grading, installation of a rain garden, removal of trees, and removal and installation of asphalt pavement

Bidders shall submit bids on a not to exceed basis and the contract shall be awarded on this basis.

Bidding documents may be obtained at: <https://townofcarrboro.org/bids.aspx> from the Town’s website. A printed copy of one (1) Project Manual is available at the following address:

Public Works Department
100 N Greensboro St
Carrboro, NC 27510
Contact: **Mike Johnson**

Bidders must be properly licensed under North Carolina state law to perform the work.

Bidders must complete minority participation form or Good Faith Effort Questionnaire as detailed in Section 00 20 00 Article 6.

Bids shall be submitted via email to the following:

Mike Johnson, Capital Projects [Manager—mjohnson@carrboronc.gov](mailto:mjohnson@carrboronc.gov)
CC: Kevin Belanger, Public Works [Director—kbelanger@carrboronc.gov](mailto:kbelanger@carrboronc.gov)

For information regarding this Invitation to Bid, contact:

Mike Johnson, Capital Projects Manager
Phone: (919) 918-7424
Email: mjohnson@carrboronc.gov
Website: <https://townofcarrboro.org/bids.aspx>

Please submit questions or inquiries by Wednesday, March 25, at 3:00 pm. Questions or inquiries past this deadline may not be addressed by the Town prior to the Bid Due Date.

The Town of Carrboro reserves the right to reject any and all bids as it may deem to be in its best interest.

00 20 00 – INSTRUCTIONS TO BIDDERS

ARTICLE 1: DEFINITIONS

Whenever the following terms are used in in any of the Contract Documents, or in the plans, the intended meaning of such terms shall be as follows:

1. **“Chief Engineer”**, or **“State Highway Administrator”** shall mean the **“Public Works Director”**
2. **“Alternate”** or **“Alternate Bid”** shall mean the amount stated in the Bid which may be added to or subtracted from the Base Bid amount if such Alternate(s) are accepted by the Town.
3. **“Total Amount Bid”** or **“Total Base Bid”** shall mean the correct sum total obtained by adding together the amounts bid for every item in the proposal including contingencies or allowances but excluding Alternates.
4. **“Board of Transportation”** shall mean **“Council”**
5. **“Town”** shall mean the **“Town of Carrboro, North Carolina”**; the Town is the Project Owner
6. **“Public Works Director”** shall mean the **“Department Director of the Town of Carrboro Public Works Department”**
7. **“Town Standard”** shall mean the standard details and policies of the Town.
8. **“Construction Manager”**, **“Engineer”**, **“Division Engineer”** or **“Resident Engineer”** shall mean the Public Works Director.
9. **“Contract”** shall mean the reciprocal undertakings, obligations, and rights of the Town and the Contractor evidenced by the executed agreement and other Contract Documents between the Town and the Contractor, covering the performance of and compensation of the Work.
10. **“Contract Amount”**, **“Total Contract Amount”** or **“Contract Sum”** shall mean the Total Base Bid plus Alternates accepted by the Town.
11. **“Contract Documents”** shall consist of the Project Manual, the Contractor’s executed bid and forms, Acceptance by the Town, and any change orders issued after execution of the contract.
12. **“Date of Availability”** shall mean **“Notice to Proceed Date”**
13. **“Department”**, **“Department of Transportation”**, **“Division of Highways”**, and **“Raleigh Central Office”** shall all mean **“Town of Carrboro Public Works Department”**
14. **“Project Manual”** shall mean the complete set of bidding documents issued by the Town of Carrboro to include the Invitation to Bid, Instructions to Bidders, Bid Forms, sample project forms, conditions and special provisions of the contract, addenda issued prior to the execution of the contract, and drawings.
15. **“State”** shall mean **“Town of Carrboro”**
16. **“State Contract Officer”** shall mean **“Purchasing Officer”**
17. **“Supplemental Agreements”** shall mean **“Change Orders”**

ARTICLE 2: BIDDER'S REPRESENTATIONS

2.1 Contractor's Licenses

Bidders shall be properly licensed under North Carolina state law to perform the Work specified in the Bidding Documents. Bids received from bidders not meeting the applicable Contractors' licensure requirements as required by law and as determined by the Engineer's estimate may be considered non-responsive and may not be considered for award.

2.2 Bidder Qualifications

Bidders must be experienced in the class of work proposed who can refer to projects of similar magnitude and scope that have been successfully completed by them within the past three (3) years. Bidders to whom award of a Contract is under consideration may be required to submit to the Town, upon request, a properly executed Contractor's Qualifications Statement. The Contractor's Qualifications Statement may include, but is not limited to, the Bidder's past projects, financial capability, staff qualifications and availability, references, litigation or claims against the Bidder, and list of equipment available to execute the Work. The Town reserves the right to request such qualifications from Bidders as part of its bid evaluation. The Bidder's failure to submit the requested Qualifications Statement within the timeframe specified by the Town may be considered non-responsive and may not be considered for award.

2.3 Site Investigation and Conditions Affecting the Work

By submitting a bid, Bidders certify to have carefully examined the Project site and familiarized themselves with the existing conditions on the Project, affecting the cost and execution of the work as described in [Section 102-6](#) of NCDOT Standard Specifications.

ARTICLE 3: BIDDING PROCEDURES

3.1 The Project Manual

The Project Manual is the bidding document and shall not be altered.

3.2 Addenda

Addenda will be published online at <https://townofcarrboro.org/967/Bid-Opportunities>. Bidders shall be responsible for inquiring if any addendum has been issued and shall acknowledge receipt of all addenda on the Bid Form. All addenda shall become part of the Contract Documents whether or not received or acknowledged by the Bidder.

3.3 Bid Form

Bidders shall complete and submit Section 00 40 00 "BID FORMS AND SUPPLEMENTS" of the Project Manual in its entirety for bid consideration. Bidders shall submit Bids using the Bid Form provided in the Bidding Documents. The Bid Form must be completed in its entirety with all entries including signatures written legibly in ink. Unit prices shall be entered where required and applicable. Incomplete Bid Forms shall be subject to rejection at the discretion of the Town. In the event an addendum is issued to change the Bid Form, the old Bid Form on the website will be replaced with a new updated Bid Form accordingly. A note on the website will indicate the Bid Form has been "changed per addendum # ". Bidders shall be responsible for verifying completion and submission of the correct Bid Form.

3.4 Forms, Certifications, and Execution of Bid

Bidders must complete each form, certification, and the Execution of Bid provided in the Bidding Documents. Failure to complete and submit the required forms, certifications, and Execution of Bid may be grounds for bid rejection.

3.5 Sales and Use Tax

Refer to Section 00 70 00 of this Project Manual for additional information on sales and use tax. The Town reserves the right to request from the bidder after bid opening the estimated amount of total Eligible Taxes that were used to calculate the Bid and any supporting documentation of such. The Bidder, in submitting the Bid for consideration, agrees to provide any such sales or use tax estimates or documentation that may be requested by the Town.

3.6 Submission of Bids

Bids shall be submitted electronically (via email) to the following:

Mike Johnson, Capital Projects [Manager—mjohnson@carrboronc.gov](mailto:mjohnson@carrboronc.gov)
CC: Kevin Belanger, Public Works [Director—kbelanger@carrboronc.gov](mailto:kbelanger@carrboronc.gov)

ARTICLE 4: BID AWARDS AND REJECTIONS

4.1 Rejection of Bids and Disqualification of Bidders

Rejection of Bids and Disqualification of Bidders will be provided in accordance with [Sections 102-14 and 102-15](#) respectively of the NCDOT Standard Specifications.

4.2 Award and Execution of Contract

Award and execution of Contract will be in accordance with [Section 103](#) of NCDOT Standard Specifications.

The Town will award the contract or contracts conditioned upon funds being available for construction and other governmental approvals as may be required.

The Town reserves the right to accept Alternates in any order or combination. The Town further reserves the right to determine the low bidder on the basis of the Total Base Bid with Accepted Alternates.

ARTICLE 5: POST-AWARD

5.1 Bonds and Insurance

For bids equal to or greater than **\$50,000**, the successful bidder shall provide the Town with performance and payment bonds each in the amount equal to **one hundred percent (100%)** of the contract amount. Bonds shall be submitted to the Town upon ten (10) calendar days of award of the Contract and shall be in conformance with NC GS 44A-33. Failure to provide acceptable bonds within ten (10) calendar days of award of the Contract shall be just cause for forfeiture of the bid bond or bid deposit and rescinding the award of the Contract. Award may then be made to the next lowest responsive, responsible bidder or the Project may be re-advertised at the Town's sole discretion.

The Contractor shall submit to the Town within ten (10) calendar days of recommendation of award of the Contract a certificate of insurance in the minimum amounts required in the Contract Documents.

5.2 Pre-Construction Conference

A pre-construction conference will be scheduled as soon as practical after award of the Contract. The Contractor shall attend the pre-construction conference with the prospective project superintendent, any anticipated major subcontractors and major suppliers. A proposed progress schedule in a form satisfactory to the Construction Manager and a statement of the anticipated monthly progress payments showing the percent of progress each month shall be submitted by the Contractor to the Town. The Contractor shall also provide at least two (2) local telephone numbers that may be used to contact the Contractor or the Contractor's authorized representative in the event of an emergency after normal business hours. The Contractor shall also provide the name of the Contractor's on-site representative who is OSHA certified for trenching, shoring, and confined space entry.

5.3 Notice to Proceed

The Town will issue a Notice to Proceed (NTP) to the Contractor upon award and execution of the contract. The Contractor shall not perform any Work prior to the date on which the NTP commences. The Town reserves the right to issue an Administrative Notice to Proceed authorizing the Contractor to place orders for products requiring long lead times, or to obtain certain permits prior to beginning any Work. If an Administrative Notice to Proceed is issued, the Contractor shall not perform any Work prior to the date on which the Notice to Proceed commences.

ARTICLE 6: OUTREACH PLAN AND GUIDELINES FOR RECRUITMENT AND SELECTION OF MINORITY BUSINESSES

In accordance with G.S. 143-128.2 these guidelines establish goals for minority participation in single-prime bidding, separate-prime bidding, Construction Manager-at-Risk, and alternative contracting methods on Town of Carrboro construction projects in the amount of \$300,000 or more (\$100,000 or more if the Town receives State funds for the project). Town of Carrboro's current goal for minority and women-owned participation for public construction is ten percent (10%) each.

6.1 Intent

The intent of these guidelines is that the Town of Carrboro, as awarding authority for construction projects, and the contractors and subcontractors performing the construction contracts awarded, shall cooperate and in good faith do all things, legal, proper, and reasonable to achieve the goal of ten percent (10%) for participation by minority businesses in each construction project. Nothing in these guidelines shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority-business contractors or minority-business subcontractors who do not submit the lowest responsible, responsive bid or bids.

6.2 Definitions

1. **Minority** – a person who is a citizen or lawful permanent resident of the United States and who is:
 - a. Black, that is, a person having origins in any of the black racial groups in Africa;
 - b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central American, or the Caribbean Islands, regardless of race;
 - c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, or the Pacific Islands;
 - d. American Indian, that is, a person having origins in any of the original peoples of North America; or
 - e. Female
2. **Minority Business** – means a business
 - a. In which at least fifty-one percent (51%) of the ownership interest is held by one or more minority persons, or in the case of a corporation, in which at least fifty- one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and
 - b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.
3. **Socially and economically disadvantaged individual** – means the same as defined in 15 U.S.C. 637. "Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities". "Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged".
4. **Public Entity** – means State (and all political subdivisions thereof) and local government units.
5. **Owner** – Town of Carrboro.
6. **Designer** – Any person, firm, partnership, or corporation, which has contracted with Town of Carrboro to perform architectural or engineering work.
7. **Bidder** – Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract or subcontract.
8. **Contract** – A mutually binding legal relationship, or any modification thereof, obligating the seller to furnish equipment, materials or services, including construction, and obligating the buyer to pay for them.
9. **Contractor** – Any person, firm, partnership, corporation, association, or joint venture which has contracted with the Town of Carrboro to perform construction work or repair.

10. *Subcontractor* – A firm under contract with the prime contractor or Construction Manager-at-Risk to supply materials, or labor and materials, and/or installation in connection with a Town construction or repair contract. The subcontractor may or may not provide materials in the subcontract.

6.3 Participation Strategies

The Town of Carrboro will employ the following strategies to encourage participation from MWBE's:

1. Work with minority-focused business groups in an attempt to recruit minority business participation in contracts/bids.
2. Emphasize the importance of soliciting certified MWBE firms and small businesses for subcontracting opportunities at pre-bid conferences and in the bid documents. Examine specifications to identify special subcontracting opportunities and strongly encourage prime contractors to solicit bids for subcontracts from MWBE firms.
3. Provide information to majority contractors concerning the Guidelines for Recruitment and Selection of Minority Business and Outreach Plan and provide information on the procedure for letting of public contracts under G.S. 143-129 by holding meetings with the contractors.
4. Assess the effectiveness of the Outreach Plan by evaluating MWBE participation and compliance and reviewing the "good faith efforts" provided in bid packages.
5. Identify subcontracting opportunities unique to each construction contract and project and concentrate heavily on targeting certified MWBE firms and small businesses that have expressed an interest in Town of Carrboro projects. Identify these opportunities, contact interested businesses no later than 10 days prior to the bid opening, and provide a list of prime contractors planning to participate in the project.
6. Build new business relationships through networking with other North Carolina cities and counties and sharing ideas to improve the Outreach Plan.
7. Offer training sessions to share the Town's Outreach Plan with interested business organizations.
8. Post the Outreach Plan and Guidelines on the Town's website, listing good faith efforts, creating links to MWBE resources, and creating awareness of specific subcontracting opportunities.
9. Maintain a database specifically for MWBE firms to ensure that those businesses are notified of bid opportunities.
10. Advertise upcoming bid opportunities in minority-focused media.
11. Work with architects and engineers to make subcontracting opportunities more noticeable and more easily understood by potential contractors and subcontractors.

6.4 Designer

Under the single-prime bidding, separate prime bidding, dual bidding, Construction Manager-at-Risk, or alternative contracting method, the Designer must do all of the following:

1. Attend the scheduled pre-bid conference to explain minority business requirements to the prospective bidders.
2. Assist the bidders and potential bidders to identify and notify prospective minority business prime and subcontractors of potential contracting opportunities.
3. Maintain documentation of any contacts, correspondence, or conversations with minority business firms made in an attempt to meet the goals.

4. Review jointly with the owner all requirements of G.S. 143-128.2(c) and G.S. 143-128.2(f) – (i.e., bidders’ proposal for identification of the minority businesses that will be utilized with corresponding dollar value of the bid and affidavit listing Good Faith Efforts or affidavit of self-performance of work, if the contractor will perform work under contract by its own workforce) – prior to recommendation of an award.
5. During the construction phase of the project, review “MWBE Documentation for Contract Payment” form with monthly pay applications to the owner and forward copies to the Town of Carrboro.

6.5 Prime Contractor(s), CM at Risk and Their First-Tier Subcontractors

Under the single-prime bidding, the separate-prime bidding, dual bidding, Construction Manager-at- Risk and alternative contracting methods, contractor(s) must do all of the following:

1. Attend the scheduled pre-bid conference.
2. Identify or determine those subcontractor work areas where minority businesses may have an interest in performing subcontract work.
3. At least ten (10) days prior to the scheduled day of bid opening, notify minority businesses of potential subcontracting opportunities listed in the proposal. The notification must include all of the following:
 - a. A description of the work for which the sub bid is being solicited.
 - b. The date, time, and location where sub bids are to be submitted.
 - c. The name of the individual within the company who will be available to answer questions about the project.
 - d. Where bid documents may be reviewed.
 - e. Any special requirements that may exist, such as insurance, licenses, bonds, and financial arrangements.
4. During the bidding process, comply with the contractor’s requirements listed in the proposal for minority participation.
5. Identify on the bid the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and questionnaire listing good faith efforts as required by G.S. 143-128.2(c) and G.S. 143-128.2(f) or Intent to Perform Contract with Own Workforce affidavit (participation form).
6. Make documentation showing evidence of implementation of Prime Contractor, Construction Manager-at-Risk and First Tier Subcontractor responsibilities available for review by Town of Carrboro upon request.
7. Provide one of the following upon being named the apparent low bidder: (1) an affidavit that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal. This affidavit shall give rise to a presumption that the bidder has made the required good faith effort; or (2) if the percentage is not equal to the applicable goal, then documentation of all good faith efforts taken to meet the goal. The documentation must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations, and evidence of other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract. Failure to comply with these requirements is grounds for rejection of the bid and award to the next lowest responsible and responsive bidder.
8. Identify the name(s) of minority business subcontractor(s) and corresponding dollar amount of work on the schedule of values.
9. Submit with each monthly pay request(s) and final payment(s), “MWBE Documentation for Contract Payment” for Designer’s review.
10. If at any time during the construction of a project, it becomes necessary to replace a minority business subcontractor, immediately advise the owner in writing of the circumstances involved. The prime contractor shall make a good faith effort to solicit sub bids from minority businesses during the construction of a project if additional subcontracting opportunities become available.

Make a good faith effort to solicit sub bids from minority businesses during the construction of a project if additional subcontracting opportunities become available.

6.6 Minority Business Responsibilities

Certification

Town of Carrboro does not certify minority, disadvantaged or woman-owned businesses. Any business which desires to participate as an MWBE will be required to complete, and submit for certification, documents required by the agencies listed below. Only those firms holding current certification through at least one of the following agencies will be considered eligible for inclusion in meeting the MWBE participation percentage goals:

1. North Carolina Administration Department Historically Underutilized Business (HUB) certification.
2. North Carolina Department of Transportation Minority/Disadvantage/Woman-owned Business certification.
3. Small Business Administration 8(a) certification.
4. Other governmental agencies on a case-by-case basis.

A copy of these guidelines will be issued with each bid package for Town of Carrboro construction projects. These guidelines shall apply to all contractors regardless of ownership.

Other Responsibilities

Minority businesses that are contacted by owners or bidders must respond promptly whether or not they wish to participate in the bidding.

6.7 Minimum M/WBE Compliance Requirements

All written statements, affidavits or intentions made by the Bidder shall become a part of the agreement between the Contractor and Town of Carrboro for the performance of the contract. Failure to comply with any of these statements, affidavits or intentions, or with the minority business guidelines shall constitute a breach of contract. A finding by the Town that any information, submitted either prior to award of the contract or during the performance of the contract, is inaccurate, false or incomplete, 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. The Town of Carrboro shall determine, in the exercise of its sole discretion, whether to terminate the contract for breach.

In determining whether a contractor has made Good Faith Efforts, the Town of Carrboro will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts. Bidders must earn at least 50 points from the good faith efforts listed below in order for their bids to be considered responsive:

1. Contacting those minority businesses reasonably expected to submit a quote and known or identified to the contractor, or available on State or local government-maintained lists, at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed. (Value = 10 points)
2. Making the construction plans, specifications, and requirements available for review by prospective minority businesses or providing these documents to them at least 10 days before the bid or proposals are due. (Value = 10 points)
3. Breaking down or combining elements of work in economically feasible units to facilitate minority participation. (Value = 15 points)
4. Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and those included in the bid documents to provide assistance in recruitment of minority businesses. (Value = 10 points)
5. Attending any pre-bid meetings scheduled by the public owner. (Value = 10 points)

6. Providing assistance in obtaining required bonding or insurance, or providing alternatives to bonding or insurance for subcontractors. (Value = 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 shall have the reasons documented in writing. (Value = 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 = 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 = 20 points)
10. Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands. (Value = 20 points)

Failure to file a required affidavit or document demonstrating that the contractor made the required good faith effort is grounds for rejection of the bid.

6.8 Dispute Resolution Procedures

Pursuant to G.S. 143-128(f1), all disputes involving contractors on a construction project with the Town of Carrboro shall be resolved pursuant to the State of North Carolina Policy G.S. 143-135.26(11).

00 30 00 – BID FORMS AND SUPPLEMENTS

ITEMIZED BID

Project #: _____

Project Name: WESTWOOD CEMETERY DRAINAGE IMPROVEMENTS

Main Bid

Item #	Section #	Description	Qty	Unit	Total	
					Unit Price (\$)	Amount Bid (\$) (Qty x Unit Price)
1	PSP 1.1	Mobilization	1	LS		
2	PSP 1.2	Construction Survey	1	LS		
3	250	Removal of Existing Asphalt Pavement	900	SY		
4	610	Asphalt Concrete Surface Course, S 9.5 B	70	TN		
5	PSP 6.2	6" Recycled Asphalt Pavement Base	800	SY		
6	PSP 4.1	Excavation	180	CY		
7	PSP 4.2	Soil Media	65	CY		
8	PSP 6.1	Triple Shredded Hardwood Mulch	6	CY		
9	PSP 6.2	Tree Removal	13	EA		
10	PSP 2.2	Filtrex® SiltSoxx™ Perimeter Control (or approved equal)	500	LF		
11	PSP 2.3	Sodding	2200	SF		
12	1660	Seeding and Mulching	0.25	AC		
					Total Bid	

Add Alternate: 4' Wide Paved Walking Path

AA-1	610	Asphalt Concrete Surface Course, S 9.5 B	3	TN		
AA-2	PSP 6.2	4" Recycled Asphalt Pavement Base	50	SY		
					Total Bid	

EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the Bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the Bidder has not been convicted of violating North Carolina General Statute 133-24 within the last three years, and that the Bidder intends to do the work with its own bona fide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

NC General Statute 133-32 prohibits the offer to, or acceptance by, any Town employee of any gift from anyone with a contract with the Town or State, or from any person seeking to do business with the Town of Carrboro. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

In the event the Bidder is awarded the Contract, execution of the Bid by the Bidder is considered the same as execution of the Contract. Affixing the corporate seal to this document is only intended to verify the officer signing on behalf of the corporation has the authority to do so.

The undersigned, having carefully examined the site and familiarized himself with the existing conditions on the Project area affecting the cost of work and hereby proposes to furnish all supervision, labor, equipment, materials and services required to construct and complete the Project in accordance with the Project Manual at and for the Total Amount Bid, excluding any Allowances, such as contingency, which may be used by the Contractor only upon written instructions from the Engineer in accordance with the terms of this Contract.

The undersigned acknowledges receipt of the following addenda (initial next to each addendum):

1: _____ # 2: _____ # 3: _____ # 4: _____ # 5: _____ # 6: _____ # 7: _____ # 8: _____ # 9: _____

Type of Bidder: **Sole Proprietor** **Partnership** **Corporation** **Limited Liability Company**

(check 1 box)

Joint Venture

(if joint venture, complete this "Execution of Bid" sheet for each joint venture company and identify the "Name of Joint Venture" on each sheet)

NAME OF JOINT VENTURE: _____

Company Name: _____

Mailing Address: _____

Town/State/Zip: _____

Phone: _____ Email: _____

Printed Name: _____ Title: _____

Signature: _____ NC Gen. Contractor License #: _____

Subscribed and sworn to before me this _____ day of _____ 202_

Signature of Notary Public _____

of _____ County

State of _____

My Commission Expires: _____

M/WBE PARTICIPATION ON BASE BID

Name of Bidder: _____

Total dollar amount of M/WBE participation in base bid work: **or each row, check one column: E or F**

Column A	Column B	Column C	Column D	Column E	Column F
Name of proposed subcontractor for base bid work	Goods and services to be provided for base bid work	Subcontract amount, in dollars, for base bid work	Percentage of total base bid (Column C divided by total base bid)	Minority-owned UBE	Women-owned UBE
		\$	%		
		\$	%		
		\$	%		
		\$	%		

Attach extra sheets as needed.

Do the above participation amounts meet the established goals on this contract assuming only the base bid is counted?

Yes No

If the answer is No, then (a) the bidder must have made good-faith efforts; (b) the bidder must provide, within 2 business days after bid opening, documentation of good-faith efforts; and (c) the bidder must sign below.

As an authorized representative of the Bidder, I swear or affirm under penalty of fraud that the good-faith efforts documentation submitted with this bid, pertaining to the base bid and all alternates, if any, is correct and not intended to defraud or mislead. After the contract between the Town and the Bidder is signed, except to the extent that the Town gives prior written approval for changes, the Contractor agrees that it shall engage the subcontractors listed on this form and on all applicable forms, to perform the work for the dollar amounts or percentages described on this applicable form.

Signature of Individual authorized to sign for Bidder

M/WBE GOOD FAITH EFFORT QUESTIONNAIRE

In the Town's Purchasing Policy and Contract Procedures Handbook, bidders are to be evaluated on Good Faith Efforts to recruit and select Minority/Women-owned Business Enterprises (M/WBE) for participation in construction contracts. Bidders must earn at least 50 points for good faith efforts for their bid(s) to be considered responsive.

The list of questions below are used by Town staff for this evaluation.

-
1. Did you contact those minority businesses reasonably expected to submit a quote and known or identified to the contractor, or available on State or local government-maintained lists, at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed? (Value = 10 points)
 2. Did you make the construction plans, specifications, and requirements available for review by prospective minority businesses, or provide these documents to them at least 10 days before the bid or proposals are due? (Value = 10 points)
 3. Did you break down or combine elements of work in economically feasible units to facilitate minority participation? (Value = 15 points)
 4. Did you work with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and those included in the bid documents to provide assistance in recruitment of minority businesses? (Value = 10 points)
 5. Did you attend any pre-bid meetings scheduled by the public owner? (Value = 10 points)
 6. Did you provide assistance in obtaining required bonding or insurance, or provide alternatives to bonding or insurance for subcontractors? (Value = 20 points)
 7. Have you negotiated 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 shall have the reasons documented in writing. (Value = 15 points)
 8. Have you provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required? Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. (Value = 25 points)
 9. Have you negotiated any 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 = 20 points)
 10. Have you provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands? Value = 20 points)

Failure to complete the participation form or submit this questionnaire demonstrating that the contractor made a good faith effort is grounds for rejection of the bid.

Signature of Individual authorized to sign for Bidder

00 40 00 – ACCEPTANCE BY TOWN

A CONTRACT FOR:

PROJECT NAME:

PROJECT NUMBER:

CONTRACT AMOUNT (\$):

THIS CONTRACT (the "Contract") is made and entered into and shall be effective as of _____, 20__ (the "Effective Date") by and between the TOWN OF CARRBORO, a North Carolina municipal corporation (the "Town"), and _____, a company doing business in North Carolina (the "Contractor").

WHEREAS the Town of Carrboro advised an Invitation to Bid (ITB) for the Project on _____, together with all attachments and addenda,

WHEREAS the Contractor submitted to the Town a Bid on _____ in response to the ITB, together with all attachments and separately sealed confidential trade secrets, herein referred to as the "Bid",

WHEREAS the execution of the Bid is the same as the execution of the Contract by the Contractor,

WHEREAS the Town of Carrboro Council, on _____, authorized the Town to enter into this Contract with the Contractor for construction services for the Project,

WHEREAS this Contract includes the following:

- a. Project Manual, including all addenda issued prior to execution of the Contract;
- b. Plans;
- c. Contractor's Bid;
- d. Performance & Payment Bonds;
- e. Acceptance by the Town; and
- f. Executed Change Orders issued after execution of the Contract.

WHEREAS the Town and the Contractor now desire to fully execute this Contract for the Contractor to provide construction services for the Project in accordance with the terms and conditions set forth in the Contract,

NOW, THEREFORE, the Town of Carrboro, acting through its Town Council, has caused this Contract to be executed in the name of the Town of Carrboro by an authorized official.

TOWN OF CARRBORO:

ATTEST:

By:

By:

Print Name:

Title:

Date:

00 50 00 – PROJECT FORMS

NON-FEDERAL FUNDS STANDARD SERVICE CONTRACT



**NORTH CAROLINA
TOWN OF CARRBORO**

SERVICE CONTRACT

THIS CONTRACT is made, and entered into by and between the **TOWN of CARRBORO**, a political subdivision of the State of North Carolina, (hereinafter referred to as "**TOWN**", party of the first part and _____, (hereinafter referred to as "**CONTRACTOR**"), party of the second part.

1. SERVICES TO BE PROVIDED

CONTRACTOR hereby agrees to provide services and/or materials under this contract (hereinafter referred to collectively as "**SERVICES**" for _____ pursuant to the provisions and specifications identified in "Attachment 1".

2. TERM OF CONTRACT

The term of this **CONTRACT** for services and supplies is from _____ to _____.

3. PAYMENT TO CONTRACTOR

CONTRACTOR shall receive from **TOWN** an amount not to exceed \$_____. Unless otherwise specified, **CONTRACTOR** shall submit a monthly itemized invoice to the Public Works Department of the Town of Carrboro, NC 27510. Payment will be processed within 30 days upon receipt and approval of the invoice by **TOWN**.

4. INDEPENDENT CONTRACTOR

TOWN and **CONTRACTOR** agree that **CONTRACTOR** is an independent contractor and shall not represent itself as an agent or employee of **TOWN** for any purpose in the performance of **CONTRACTOR'S** duties under this contract. Accordingly, **CONTRACTOR** shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of **CONTRACTOR'S** activities in accordance with this contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform said services in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

5. INSURANCE AND INDEMNITY

To the fullest extent permitted by laws and regulations, the **CONTRACTOR** shall indemnify and hold harmless the **TOWN** and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of the **CONTRACTOR** or its officials, employees, or contractors under this Contract or under the contracts entered into by the **CONTRACTOR** in connection with this Contract. This indemnification shall survive the termination of this agreement.

In addition, **CONTRACTOR** shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. **CONTRACTOR** shall supply **TOWN** with certification of insurance for workers' compensation coverage with North Carolina statutory limits.

CONTRACTOR shall maintain, at its expense, the following minimum insurance coverage:

General Liability with Combined Single Limit Bodily Injury and Property Damage not less than \$1,000,000 and Products and Completed Operations Liability not less than \$1,000,000.

CONTRACTOR agrees to furnish **TOWN** a certificate of insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to **TOWN** verifying the existence of any insurance coverage required by **TOWN**. The certificate will provide for thirty (30) days advance notice in the event of termination or cancellation of coverage.

6. HEALTH AND SAFETY

CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing services under this contract.

7. NON-DISCRIMINATION IN EMPLOYMENT

CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, disability or on the basis of sexual orientation or gender expression/identity. **CONTRACTOR** shall take affirmative action to ensure that applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, disability or on the basis of sexual orientation or gender expression/identity. In the event **CONTRACTOR** is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state, or local law or this provision, this Contract may be canceled, terminated, or suspended in whole or in part by **TOWN**, and **CONTRACTOR** may be declared ineligible for further **TOWN** contracts.

8. GOVERNING LAW

This contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General Court of Justice in the County of Orange and the State of North Carolina.

9. AMENDMENT

This contract may be amended only in writing by mutual agreement by both parties.

10. TERMINATION OF AGREEMENT

This contract may be terminated at any time by either party by written notice of a minimum of ninety (90) days.

This contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this agreement, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

11. SUCCESSORS AND ASSIGNS

CONTRACTOR shall not assign its interest in this contract without the written consent of **TOWN**. **CONTRACTOR** has no authority to enter into contracts on behalf of **TOWN**.

12. COMPLIANCE WITH LAWS

CONTRACTOR represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this contract will be carried out in strict compliance with all Federal, State, or local laws regarding discrimination in employment.

13. NOTICES

All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

**TOWN OF CARRBORO
FINANCE OFFICER
301 WEST MAIN STREET
CARRBORO, NORTH CAROLINA, 27510**

14. AUDIT RIGHTS

For all services being provided under this contract, **TOWN** shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of said services. Audits shall take place at times and locations mutually agreed upon by both parties, although **CONTRACTOR** must make the materials to be audited available within one (1) week of the request for them.

15. TOWN NOT RESPONSIBLE FOR EXPENSES

TOWN shall not be liable to **CONTRACTOR** for any expenses paid or incurred by **CONTRACTOR** prior to the commencement date of contract, unless otherwise agreed in writing.

16. ENTIRE AGREEMENT

This Agreement and the attached document labeled "Attachment 1" shall constitute the entire understanding between **TOWN** and **CONTRACTOR** and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

17. HEADINGS.

The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

18. E-VERIFY

The **CONTRACTOR** shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. **CONTRACTOR** shall require subcontractors to comply with the requirements of Article 2, Chapter 64 of the North Carolina General Statutes.

19. IRAN DIVESTMENT ACT CERTIFICATION

Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Contractor shall not utilize any subcontractor that is identified on the List.

20. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

Contractor certifies that Contractor has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

The **CONTRACTOR** hereby agrees that each clause of this **CONTRACT** has been read and fully understands the meaning of the same and will comply with all of its terms.

TOWN OF CARRBORO

Signature
Title: _____ Date: _____

ATTEST

Signature
Title: _____ Date: _____

CONTRACTOR

Signature
Title: _____ Date: _____

ATTEST

Signature
Title: _____ Date: _____

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

Finance Officer

CONTRACTOR'S AFFIDAVIT RELEASE
AND WAIVER OF CLAIM

STATE OF: _____ COUNTY OF: _____

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

1. The undersigned is authorized to execute this Affidavit, Release and Waiver of Claim on behalf of the Contractor and has personal knowledge of all facts set forth herein;
2. This Affidavit, Release and Waiver of Claim is made concerning the construction of the following project:

Project Name: **Westwood Cemetery Site Improvements**
Project No.: SW-2026-2

3. All payrolls, material bills, sales tax, social security tax, state and federal unemployment insurance, and all other liabilities and taxes owed by the Contractor and arising in any manner from the above-described project have been paid in full;
4. No claim or lien exists in favor of any supplier of materials or labor or in favor of any subcontractor furnishing materials or labor on the above-described project;
5. Notwithstanding the foregoing, if the Town of Carrboro or property of the Town of Carrboro is subject to any claim or lien which arises in any manner from the failure of the Contractor to pay any liability described above, the Contractor will indemnify and hold the Town of Carrboro harmless for any amount which the Town of Carrboro is required to pay to discharge such lien or settle such claim and further will pay the Town of Carrboro's expenses, costs, and attorney fees incurred in connection therewith;
6. All claims, suits, and proceedings of every name, description, or nature arising out of the above project against the Town of Carrboro, its officers, employees and agents have been settled;
7. The Contractor releases and waives any and all claims of every type and description which the Contractor may have against the Town of Carrboro arising in any manner from the construction of the above-described project.

(Contractors Signature)

Subscribed and sworn to before me this _____ day of _____ 202_

Signature of Notary Public _____

of _____ County

State of _____

My Commission Expires: _____

STATE / COUNTY SALES / USE TAX
STATEMENT

PROJECT: **Westwood Cemetery Site Improvements** _____

CONTRACTOR/SUBCONTRACTOR: _____ PERIOD _____

COVERED: _____ PAGE: _____ of _____

Invoice No.	Invoice Date	Vendor's Name	Town Vendor No.	Amount Before Taxes	NC Tax	County Tax	Total Invoice Amount	County Paid
Subtotal (Page 1)				\$	\$	\$	\$	
Plus total cost of material withdrawn from our warehouse stock								
Grand Total				\$	\$	\$	\$	

I certify that the above listed vendors were paid sales tax upon purchases of building material during the period covered by the construction estimate, and the property upon which such taxes were paid with or will be used in the performance of this contract. No tax on purchases of tangible personal property purchased by such contractors for use in performing the contract which does not annex to, affix to, or in some manner become a part of the project, building, structure or repairs included in the above list.

Signed: _____

Subscribed and sworn to before me this _____ day of _____ 201_

Signature of Notary Public _____

of _____ County

State of _____

My Commission Expires: _____

00 60 00 – STANDARD SPECIAL PROVISIONS

Section 00 10 00 (Invitation to Bid) and Section 00 20 00 (Instructions to Bidders) are hereby incorporated and made a part of Standard Special Provisions.

ARTICLE 1: NCDOT STANDARD SPECIFICATIONS

1.1 NCDOT Standard Specifications

2018 NCDOT Specifications: The January 2024 North Carolina Department of Transportation (NCDOT) Standard Specifications for Roads and Structures, herein referred to as the “NCDOT Standard Specifications,” is part of the Contract Documents and incorporated herein by reference. The Contract Documents are intended to be complementary. In case of any conflict among the Contract Documents that cannot otherwise be resolved, the order of precedence shall be as set forth in Section 105-4 of the NCDOT Standard Specifications.

The NCDOT Standard Specifications are hereby modified as follows:

Section #	Modification
101-3	Modify the Definitions as provided in Section 00 20 00 Article 1 of this Project Manual.
102-1	Delete lines 31 through 32.
102-2	Delete this section in its entirety.
102-3	Delete lines 23 through 25.
102-7	Delete 3 rd sentence in the second paragraph and replace it with “Contact <i>Town of Carrboro</i> office”
102-8(B)(9)	In line 32, replace “14 calendar days” with “10 calendar days”.
102-9(C)	Delete lines 26 through 28. In line 42, replace “14 calendar days” with “10 calendar days”.
102-10	In line 11, replace “14 calendar days” with “10 calendar days”.
102-14(A) and 103-2 (A)(4)(a)	In addition to “ <i>State Funded Projects</i> ”, these sections also apply to “ <i>Town Funded Projects.</i> ”
102-15 (J)	Delete this sentence in its entirety and replace with the following: “ <i>Failure to satisfy the Town’s Business Inclusion Program or failure to satisfy NCDOT’s Minority, Women or Disadvantaged Business Enterprise requirements, whichever program is applicable as required in the project Bidding Documents.</i> ”
103-3(A)	Delete the reference to “ <i>North Carolina General Statute 136-28.1</i> ” and replace with the reference to “ <i>North Carolina General Statute 143-129.1</i> ”
103-3(A)(5)	Delete the “ <i>48 hours</i> ” notice of bid withdrawal and replace with “ <i>72 hours</i> ”.
103-3(B) and 103-3(C)	Delete these sections in its entirety and replace applicable procedures established in North Carolina General Statutes 143-129.1.
103-3(D)	In line 25, replace “14 calendar days” with “10 calendar days”.
103-7	In line 38, replace “14 calendar days” with “10 calendar days”.
103-9	In line 2, replace “14 calendar days” with “10 calendar days”.
104-8(A)(1)	Delete line 23 through 29 and replace with the following: When the Engineer and the Contractor agree to the prices to be paid, the agreement will set forth in a change order. The Contractor may begin work by written authorization from Engineer before executing the change order.

104-12(B)	Delete following part from line 45: “, the Value Management Office”
104-12(D)	Delete following part from lines 36-37: “and the State Value Management Engineer at ValueManagementUnit@ncdot.gov ”
104-12(E)	Delete following part from lines 2-3: “, the State Value Management Engineer at ValueManagementUnit@ncdot.gov ”
107-15	Delete this section in its entirety and replace with Insurance Requirements of Section 00 70 00 of this Project Manual.
107-24	Delete this section in its entirety and replace with the “Dispute Resolution” article of Section 00 70 00 of this Project Manual.
108-4	Insert the following after Line 29: The Contractor’s project superintendent and other individuals representing the Contractor who are knowledgeable of the Contractor’s proposed progress schedule or who will be in charge of major items of the work shall attend the construction conference.
108-6	On page 1-66, lines 43 through 44, delete the reference of “NCGS § 136-29” and replace with the reference of “Dispute Resolution of Section 00 70 00”.
108-10(B)(5)	Delete this section in its entirety.
108-13	Delete this section in its entirety and replace with the Termination of Section 00 70 00 of this Project Manual.
109-11	Delete this section “ <i>Interest on Final Payment</i> ” in its entirety.

1.2 NCDOT Standard Special Provisions

1.2.1 Utility Locations and Contractor’s Responsibility

The Contractor’s attention is directed to Article 1500-3 of the *NCDOT Standard Specifications*

1.2.2 Revise the NCDOT Standard Specifications as follows:

Page 15-1, Sub-Article 1500-2 Cooperation with the Utility Owner, paragraph 2:

Add the following sentences:

The utility owner is Orange Water and Sewer Authority (OWASA). The contact person(s) will be as follows:

Primary Contact: Nick Parker, Utilities Engineer, email: nparker@owasa.org, phone: (919) 537-4201

ARTICLE 2: TOWN STANDARD PROVISIONS

2.1 Construction Documents

The Contractor shall refer to this contract and applicable plan sheet(s), details, specifications, permit(s), and/or any other project documents (meeting minutes, punch lists, bid tabs, etc.) for complete information about the required work. Any one of these parts of the “Construction Documents” may not contain all of the information required to complete the project work.

2.2 Notice to Proceed

A Notice to Proceed will be issued to the Contractor upon receipt of a fully executed contract, bonds (if required), insurance certificates, receipt of approval by other governmental agencies (if required) and any other documentation required by the Town.

2.3 Completion Time

All work shall be complete within 180 days of the Notice to Proceed. Revegetation activities may occur beyond 180 days of the Notice to Proceed if planting conditions are not appropriate with justification from the Contractor and if a contract extension has been issued by the Town.

2.4 Liquidated Damages

If the Contractor fails to complete the work within the time specified in the Completion Time, the Contractor shall pay liquidated damages to the Town in the amount of **\$250.00** for each calendar day of delay until the work is completed or accepted.

If the Town terminates the Contractor’s right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase.

2.5 Project Variability

Project variability may require adaptation of the special provisions and/or plans and details provided in the Construction Documents depending on Site conditions or project needs. Minor variation(s) or adaptation(s) in the special provisions and/or details will not constitute a change in unit prices. Items not covered by existing unit prices shall be identified and approved in accordance with the Standard Special Provision (SSP) “Additional Work”

2.6 Existing Utilities

The Town has contacted and notified all involved utility owners of the effect of this Project on their respective utility. Construction plans and anticipated construction schedules have been provided to the utility owners. Each utility owner will be requested to attend the preconstruction conference to discuss potential conflicts and their schedule for relocation where required. All adjustments or relocations will be made by the utility owner unless otherwise indicated in the Contract Documents.

The owners of utilities in this Project could include:

- 1. Duke Energy Company
- 2. Enbridge
- 3. Orange Water and Sewer Authority (OWASA)
- 4. American Telephone & Telegraph (AT&T)
- 5. Spectrum
- 6. Century Link
- 7. Google Fiber

The Contractors work shall be in accordance with NCGS 87-115, Underground Utility Safety and Damage Prevention Act” (2013-407, s 2.). To assist the Contractor and utility owners in meeting the requirements of this law, there is a service provider called “NC811.” Most major utilities with underground facilities in the State subscribe to this service.

From within North Carolina, dial 811. For calls originating outside (or inside) of North Carolina, the toll-free number (800) 632-4949 may be used. NC811 can also be accessed via the Internet at <http://nc811.org/homepage.htm>.

The Contractor shall include the cost of any coordination and cooperation of utilities in their bid.

No additional compensation shall be allowed for delays or inconvenience sustained by the Contractor due to utility relocation or adjustments. No additional payment will be made for re-mobilization required by the utility's failure to relocate a utility at the request of the Contractor.

No additional compensation will be made for excavating near or around existing utilities, for purposes of locating or for preservation. Not all utilities (underground or above ground) will be relocated. Contractor shall consider any mechanized and/or hand digging necessary to preserve integrity of utilities in their unit bid prices.

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

2.7 Pre-Construction and Weekly Meetings

Within fourteen (14) days after Agreement is fully executed, but before Contractor starts the work at the Site, a pre-construction conference attended by the Contractor, Town, Engineer, and others as appropriate will be held to discuss the construction schedule, to discuss procedures, and for processing applications for payment, and to establish a working understanding among the parties as to the Work. The Contractor shall meet with the Town's project manager no less than once a week to discuss the progress, safety, and other concerns on the job. The meeting place, times, and dates shall be mutually agreed upon by both parties.

2.8 Construction Schedule

The Contractor shall submit a written construction schedule, list, or chart for the project ten (10) workdays prior to the proposed project mobilization date. The Project Construction Schedule shall include the proposed start date and completion date, and may include the following:

2.8.1 Pre-construction

- A. Materials Submittal Date
- B. Material Re-submittal (within 1 week of rejection)
- C. Staging/Stockpile Location(s)
- D. Refueling Operation Plan, if applicable

2.8.2 Construction

- A. Mobilization
- B. Erosion Control Measures
- C. Utility Relocation
- D. Drainage Improvements
- E. Grading
- F. Paving
- G. Landscaping
- H. Final Inspection
- I. Demobilization

It may be necessary to alter the work schedule due to weather-related situations, e.g. cold, drought, etc. All changes to project construction schedule(s) must be submitted in writing and approved by the Town.

Westwood is an active cemetery and no construction work shall take place while a funeral service is in progress. The Town is typically given 2-3 days of notice in advance of funerals and will supply the Contractor with this information as soon as possible.

2.9 Construction Stakes, Lines, and Grades

The Contractor shall be responsible for all construction staking and layout required for this project. This may include the need to locate design features or property lines by an individual competent in construction staking and grade

measurement. There will be no separate measurement or payment for stakes or reference points displaced during construction, as it will be considered incidental to the other contract items.

2.10 Maintenance of the Project

Maintenance of the Project shall be in accordance with Section 104-10 of the *NCDOT Standard Specifications*.

The Contractor shall furnish and erect, at no additional cost to the Town, whatever sidewalks, bridges, culverts, or other works as may be necessary for the protection of the public, including, but not limited to, barricades, fences, etc. and for the safe and proper execution of other public utility lines so as not to interfere therewith or damage cause damage thereto. The Contractor shall be responsible for all damages to person or property that occur as a result of their fault, omission, or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed hereunder until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Town.

2.11 Storage of Materials and Equipment

The Contractor shall be responsible for locating and providing storage areas for construction materials and equipment. The material and equipment storage shall comply with all local and state ordinances throughout the construction period. The Contractor shall restore the storage area to its original condition upon completion of the Project or upon such time as directed by the Engineer. Such restoration shall be at no additional cost to the Town.

The Contractor shall be responsible for the safeguarding of materials and equipment against fire, theft, and vandalism and shall not hold the Town responsible in any way for the occurrences of same. The Contractor shall furnish and erect, at no additional cost, whatever works may be necessary for the protection of the public, including but not limited to barricades, fences, etc. Prior to final payment being made, the Contractor shall obtain a release from the property owner of the storage area utilized for the Project.

2.12 Subletting

The Town reserves the right to waive the subcontracting limits set forth in Section 108-6 of the *NCDOT Standard Specifications* whenever it is deemed to be in the best interest of the Town. The limits can be waived only upon written approval from the Engineer.

2.13 Quantity Tickets

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

Project Inspector contact information:

Kevin Belanger
(919) 918-7427
kbelanger@carrboronc.gov

Alternate:

Max Randall
(919) 918-7436
mrandall@carrboronc.gov

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

2.14 Periodic Payments

The Town will make partial payments based on the work progress estimates prepared by the Engineer and on the payment requests submitted by the Contractor on a monthly schedule established by the Contractor and Engineer. Payment Applications may be made on the last day of each calendar month. Partial payments will be made within thirty (30) calendar days after receipt of a complete and accurate payment request. Partial payments will be approximate only and will be subject to correction in the final estimate and payment. The Contractor shall submit the following required documents with each payment request:

Sales/Use Tax Statement (provided by the Town)
Payment Application Form (provided by the Town)

Payment requests, Erosion Control Logs, and Sales/Use Tax Statement shall be submitted on the forms provided by the Town.

The Contractor shall have a copy of their current payment request on the job site and it may be viewed by subcontractors upon request.

In accordance with N.C. General Statutes 143-134,1, retainage on periodic payments will be an amount equal to five percent (5%) of the total amount due on payment requests.

2.15 Final Payment

Final Payment will be made in accordance with Sections 109-9 and 109-10 of the *NCDOT Standard Specifications*.

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

Contractor's Affidavit Release and Waiver of Claim (form provided by the Town)
State/County Sales/Use Tax Statement (form provided by the Town)
Consent of Surety to Final Payment (AIA Document G707)

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

2.16 Sales and Use Tax

The Town is NOT exempt from applicable sales or use taxes assessed by North Carolina or other states. However, the North Carolina Department of Revenue does reimburse the Town for the North Carolina sales or use taxes the Town pays for certain construction related goods. Therefore, the Town utilizes the below procedures for such sales tax. The Contractor agrees to follow the procedures set forth below for all sales or use taxes related to the Work and any other work performed pursuant to this contract.

"Eligible Taxes" are defined as North Carolina sales or use taxes paid by the Contractor for *buildings, materials, supplies, fixtures, and equipment that become a part of or annexed to any building or structure that is owned or leased by the Town and is being erected, altered, or repaired by the Town* (North Carolina GS 105-164-14(c)).

"Non-Eligible Taxes" are defined as all other sales or use taxes including those paid to states other than North Carolina, or sales or use taxes paid to North Carolina on purchases or rental of tools, equipment, and disposable supplies, including fuel, used in the Work.

Non-Eligible Taxes

Non-Eligible Taxes shall be included in the Bid and will be included in the Contract Amount.

The Contract Amount as shown in Section 00 50 00 includes full and complete compensation for the Contractor for any and all Non-Eligible Taxes paid by the Contractor in the prosecution of the Work and any other work performed pursuant to this Contract.

Eligible Taxes

Eligible Taxes **shall not** be included in the Bid and will **not** be included in the Contract Amount. Eligible Taxes will be reimbursed separately pursuant to the procedures below.

Prior to award of the Contract, the Contractor shall provide the Town with the estimated amount of total Eligible Taxes for the Contract. This estimated amount of total Eligible Taxes will be used solely for the purpose of the Town's budget planning for the Project and will **not** be included in the Contract Amount.

The Contract Amount as shown in Section 00 50 00 excludes Eligible Taxes. The Contractor shall invoice the Town for Eligible Taxes as set forth below and the Town will reimburse the Contractor for those Eligible Taxes pursuant to the procedures below.

In the event the Contractor fails to materially follow the procedures set forth by this Article, and/or fails to properly document its payment of Eligible Taxes, the Town will not be liable to the Contractor in any way for the payment of such Eligible Taxes.

In order to receive the reimbursement for Eligible Taxes, the Contractor shall provide a detailed listing of Eligible Taxes on the Sales/Use Tax Statement ("Tax Statement") provided in the Contract Documents. Tax Statements must be submitted with each payment request and shall include invoices documenting the Eligible Taxes and the underlying purchases made by the Contractor or by the Contractor's subcontractor.

Tax Statements must indicate whether such Eligible Taxes were paid by the Contractor or by the Contractor's subcontractor. If no Eligible Taxes have been paid for the period in which a payment request is being submitted by the Contractor, then the Contractor shall indicate "No Eligible Taxes paid this period" and submit the Tax Statement accordingly.

Tax Statement must be completed and signed by the Contractor/subcontractor's company officer submitting the statement and certified by a Notary Public.

Tax Statement must list in detail the Eligible Taxes paid for each individual invoice paid by the Contractor/subcontractor. No lump sum, running total, or copies of previously reported statements will be accepted.

Tax statements must show separately the portion of Eligible Taxes that are paid to the State of North Carolina and the applicable North Carolina county, identifying the county accordingly.

Tax Statements will be reviewed and approved by the Town prior to paying the Eligible Taxes reimbursement. Such approval will not be unreasonably withheld.

2.17 Allowances

Any Allowance included as a line item on the Itemized Proposal, including but not limited to Contingency Allowances, may only be used by the Contractor upon written instructions from the Engineer. Any portion of any Allowance remaining at the end of the Contract shall revert to the Town. The Town reserves the right to change any Allowance amount prior to award of the Contract.

2.18 E-Verify

Contractor shall comply with the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of their subcontractors to do so as well.

2.19 Iran Divestment Act

Contractor certifies that: (i) their company is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) their company will not take any action causing it to appear on any such list during the term of this Contract; and (iii) their company will not utilize any subcontractor that is identified on any such list to provide goods or services hereunder.

2.20 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred by any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any products or deliverables provided to the Town pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Contractor or its subcontractors in connection with this Contract; or (iii) arising from the Contractor's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Contractor or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) alleging violation of any federal, state or local law or regulation by the Contractor or any of the Contractor's subcontractors; or (v) alleging that an employee or subcontractor of the Contractor is an employee of the Town, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the Town and each of the Town's officers, officials, employees, agents and independent contractors (excluding the Contractor); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

If an Infringement Claim occurs, the Contractor shall either: (i) procure for the Town the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the Town shall not be adversely affected by such replacement or modification. If the Contractor is unable to comply with the preceding sentence within thirty days after the Town is directed to cease use of a product or service, the Contractor shall promptly refund to the Town all amounts paid under this Contract.

2.21 Guarantee

The Contractor shall guarantee all materials and workmanship for a period of one (1) year from the date of acceptance by the Town and shall replace any portions that fail because of faulty materials or workmanship at no additional cost to the Town. A six (6) month and eleven (11) month inspection will be held during the warranty period. The Contractor shall immediately repair all defective items upon notification. Items repaired under the provisions shall have an extended warranty period of twelve (12) months from the date of repair of the item.

Areas and/or other work disturbed while accessing and/or repairing/replacing warranty covered items shall be stabilized and repaired at no additional cost to the Town.

2.22 Insurance Requirements

Contractor's Liability and Other Insurance:

The Contractor shall purchase and maintain with a company acceptable to the Town and authorized to do business in the State of North Carolina, such insurance as will protect him from claims under workers' compensation laws, disability benefit laws or other similar employee benefit laws; from claims of damages because of bodily injury; and from claims for damage and destruction of tangible property, including loss of use resulting therefrom—any or all of which may arise out of or result from the Contractor's operations under the Contract Documents, whether such operation be by themselves or any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.

The insurance shall be written for not less than the limits of liability specified below.

Automobile:

Bodily injury and property liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000.00 bodily injury each person, each accident and \$1,000,000.00 property damage, or \$1,000,000.00 combined single limit—bodily injury and property damage combined.

Commercial General Liability:

Bodily injury and property damage liability as shall protect the Contractor and any subcontractor performing work under this Contract from claims of bodily injury or property damage which arise from operations of this Contract, whether such operations are performed by the Contractor, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000.00 bodily injury each occurrence/aggregate and \$1,000,000.00 property damage each occurrence/aggregate or \$1,000,000.00 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this Contract and broad form property damage, explosion, collapse, and underground property damage (XC&U). The coverage shall be on an occurrence basis.

Worker's Compensation and Employer's Liability:

Shall meet the statutory requirement of the State of North Carolina, in an amount of \$100,000.00 each accident and disease—each employee and \$500,000.00 disease policy limit providing coverage for employees and owners.

The Town shall be named as an additional insured under the commercial liability insurance for operations or services rendered under this Contract.

At the time of execution of the Contract, the Contractor shall provide the Town with insurance certificates certifying that the foregoing insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be

canceled, allowed to expire, or be materially changed without giving the Town thirty (3) days advance written notice by mail.

The insurance certificate **must** include the following language in the "Description of Operations/Locations/Vehicles" box of the insurance form next to the project name: "**Town of Carrboro is listed as an additional insured on the general liability policy.**" Failure to provide this specific language will delay the execution of this contract.

The Contractor is advised that if any part of the work under this Contract is sublet, he shall require the subcontractor(s) to carry insurance as required above. However, this will in no way relieve the Contractor from providing full insurance coverage on all phases of the Project, including any that are sublet.

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

2.23 Holiday Work Restrictions

No work shall be performed on the Project which is subject to measurement or payment when Town offices are closed for observed Town holidays. This restriction does not relieve the Contractor from the responsibility of ensuring the safety and well-being of pedestrian and vehicular traffic, and for the protection of public and private property.

In emergencies and certain other conditions deemed necessary by the Engineer, the Contractor may be directed to work on weekends or holidays. There will be no separate measurement or payment for work done under these directives other than those established in the Contract.

2.24 Termination

Termination by the Town for Cause

The Town may terminate the Contract if the Contractor:

- A. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- B. Fails to make payment to the subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- C. Persistently disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction; or
- D. Otherwise is guilty of substantial breach of a provision of the Contract Documents.

When any of the above reasons exist, the Town, upon certification by the Engineer that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Town and after giving the Contractor and the Contractor's surety, if any, seven days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- A. Take possession of the site and all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor;
- B. Accept assignment of subcontracts; and
- C. Finish the work by whatever reasonable method the Town may deem expedient. Upon request of the Contractor, the Town shall furnish the Contractor a detailed accounting of the costs incurred by the Owner in finishing the work.

When the Town terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment until the work is finished.

If the unpaid balance of the Contract Sum exceeds the costs of finishing the work, including compensation for the Engineer's services and expenses made necessary thereby, and other damages incurred by the Town and not expressly waived, such expenses shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Town. The amount paid to the Contractor or the Town, as the case may be, shall be certified by the Engineer, upon application, and this obligation for payment shall survive the termination of the Contract.

Termination by the Town for Convenience

The Town may, at any time, terminate the contract for the Town's convenience and without cause. Upon written notice from the Town of such termination for the Town's convenience, the Contractor shall:

- A. Cease operations as directed by the Town in the notice;
- B. Take actions necessary, or that the Town may direct, for the protection and preservation of the work; and
- C. Except for the work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

The Public Works Director shall have authority to terminate the Contract without additional authorization by Town Council

In case of such termination for the Town's convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit for the completed work.

2.25 Inspection of Work

The Town and Engineer shall at all times have access to the work whenever it is in preparation or progress and the Contractor shall provide facilities for such access and for inspection.

If the specifications, the Town's instructions, laws, or ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Town timely notice of its readiness for inspection. Inspections by the Town shall be promptly made, and where practicable at the source of supply

If any work should be covered up without approval or consent of the Town, it must, if required by the Town, be uncovered for examination at the Contractor's expense.

2.26 Construction Activity Control and Cleanup

The Contractor on a daily basis shall be responsible to continuously control and clean up. Additionally, at the end of each workday, the Site shall be secured, equipment locked, hazards marked, and public access to work Site minimized. At completion of the work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the project.

2.27 Additional Work (NCDOT Section 101-3)

Additional work is that which results from a change or alteration in the contract and for which there are established contract unit prices. The established contract unit price shall be considered full compensation for any additional work.

2.28 Surface Water Quality Protection

All projects must comply with local, state, and federal laws which prohibit the discharge of non-stormwater, either directly or indirectly, to the stormwater system or waters of the State. Non-stormwater includes, but is not limited to, sediment, concrete, trash, and fuel.

Spill Response: The Contractor shall have spill response materials and an employee who is knowledgeable about using them for to respond to and clean up spills of oil and gas on-site at all times. Spills include any amount of oil or fuel coming off trucks or equipment. They may include, but are not limited to, those that occur during refueling, from equipment or vehicles, or from containers on site. Proper spill response is required for spills that occur on soil or the road. Spill response materials shall include clay absorbent material, spill response pads and booms, shovels, and brooms. Spill cleanup materials are subject to inspection by the Town and/or their representative(s) at any time. If a spill/leak occurs, all work must be suspended until the spill/leak is contained and cleaned up and/or the truck/equipment is towed off site. If the spill/leak is more than one gallon and/or enters a storm drain or water body, the contractor must notify the Town's Construction Inspector within one (1) hour of spill/leak discovery.

Spill/leak containment, towing, and cleanup and shall be completed within 24 hours of the occurrence at no additional cost to the Town.

Washing Streets: The Contractor shall properly collect and dispose of stormwater pollutants generated during the project, from streets within the project area, to the maximum extent practicable, before washing the streets with

potable water. This may include, but is not limited to, hand sweeping, shoveling, vacuuming, and mechanized street sweeping or scrubbing. These best management practices shall be performed at no additional cost to the Town and are intended to collect materials for proper disposal rather than wash them into the storm drainage system or waters of the state. They do not replace the need for preventing pollutants from entering the street, but rather, are intended to supplement them.

Fueling Operations: The Contractor shall make its own determination of on-site fuel storage needs. If on-site fuel storage is utilized, the Contractor shall submit a Refueling Operations Plan (The Plan) ten (10) days prior to the start of any project work. The Plan shall include procedures for fuel handling, spill/leak containment, disposal of fuel/leak contaminated material, the location of a fuel tank(s) a minimum of 50' from any storm drain or water body, and a written agreement with the landowner to store fuel on the property. The Plan shall also list emergency contacts and cell phone numbers including the on-site construction supervisor and the designated contractor representative who is responsible for overseeing implementation of The Plan. If a mobile fueling unit is utilized, all storm drains that have the potential to receive a fuel spill during refueling must be protected.

2.29 Permits and Approvals

Because this project is funded by local funds, erosion and sediment control permitting falls under the State’s jurisdiction and because the total disturbed area incurred by this project is to be under their limit of 1 acre, no erosion and sediment control permit is required from the State. Onsite erosion and sediment control is still required to be installed according to the Erosion and Sediment Control plan included in the plan set for this project.

00 70 00 – PROJECT SPECIAL PROVISIONS

ARTICLE 1: INCIDENTALS

1.1 Mobilization

Description

The work under this specification consists of the mobilization and demobilization of the Contractor's equipment, materials and personnel necessary to perform the work required in the Construction Documents. Mobilization will not be considered as work in fulfilling the requirement for commencement of work. As part of Mobilization, an inspection box must be placed on the site to include project plans, specifications, copies of permits, and other related construction documents. The Contractor is required to properly and safely identify and secure the construction accesses, staging areas, and material handling areas. Prior to construction activities, the Contractor shall identify and mark boundaries of the staging area as directed by the Engineer. Acceptable materials for identifying the construction areas include highly visible tape, road signs, barricades, cables, and safety fencing.

The Contractor shall call "Call Before You Dig" at 811 or 1-800-632-4949 to have utilities marked prior to commencing grading activities. The Contractor shall designate a safety person who shall be responsible for all safety issues and reporting of accidents. Headgear and hard hats shall be worn when working near heavy machinery in accordance with 29 CFR 1926.100 and 29 CFR 1910.135.

Materials and Methods

Mobilization shall include all activities and costs for transportation of personnel. Equipment, and operating supplies to the site; establishment of offices, and other necessary facilities for the Contractor's operations at the site.

Stockpile all construction materials, including rock boulders, riprap, gravel, erosion control devices, etc. in the staging areas.

To limit the disturbance of soils on site, the Contractor shall restrict the movement of all construction equipment within sensitive areas. Prior to construction activities, the Contractor shall identify the boundaries of all sensitive areas by using a highly visible tape or orange boundary fencing, and will stake the limits of where construction equipment is permitted to travel, as directed by the Engineer.

The Contractor shall provide watertight tanks or barrels sealed with plastic sheets to be used to dispose of chemical pollutants, such as drained lubricating or transmission oils, greases, soaps, asphalt, etc. produced as a by-product of the construction work. At the completion of construction, facilities shall be disposed of without causing pollution.

The Contractor shall provide and pay all the cost for toilet facilities for all workmen, as required by local ordinances, for complete and adequate sanitary arrangements. Sanitary facilities and the surrounding area shall be kept clean and neat at all times. They shall be located on the project site as approved by the Engineer.

The Contractor will provide and pay all the cost for temporary utilities including electricity, telephone, and water. All temporary utilities will be available for the duration of the project. The Contractor will be responsible for compliance with code ordinances and requirements of local officials for temporary facilities, controls, and related health and safety requirements. Electrical power is not available on the site. It will be the responsibility of the Contractor to provide all necessary generators to provide electrical service as needed to continue construction.

The Contractor will identify all underground and aboveground utilities and is responsible for ensuring that these utilities are not damaged during construction. The Contractor will promptly notify the project Engineer if there are conflicts between the utilities and the design.

Mobilization shall not be used to cover costs of bond premiums or that of insurance coverage. Demobilization shall include all activities and costs for transportation of personnel, equipment, and supplies not included in the contract from the site; including the disassembly, removal, and site clean up and repair of any facilities assembled on the site for this contract.

Replacement water line and all associated work and materials shall be incidental to Mobilization.

Measurement

Mobilization shall be measured for payment as a lump sum contract bid item and shall include all mobilization and demobilization work required by the contract at the time of the award. If additional mobilization and demobilization activities and costs are required during the performance of the contract as a result of the changed, deleted, or added items of work for which the Contractor is entitled to an adjustment in contract price, compensation for such costs will be included in the price adjustment for the item or items of work changed or added.

Payment

The cost of Mobilization is unlimited. However, only 5% of total contact cost will be paid for at the beginning of construction. Any amount exceeding the 5% limit will be withheld until final payment.

Pay Item	Pay Unit
Mobilization	Lump Sum

1.2 Construction Survey

Description

Survey and layout for the construction of this project shall be the responsibility of the Contractor. All work under this Contract shall be constructed in accordance with INCDOT Standard Specifications *Section 801*. The Contractor shall be responsible for all the field horizontal layout and vertical control of the improvements to be constructed under this Contract including connection to new and existing facilities and other items necessary for completion of the Contract.

The Engineer will furnish the Contractor a dimensioned plan (Contract Drawings) showing the location of the proposed improvements and appurtenances to be constructed under this Contract. The contract drawings will also identify the location and elevation of project control benchmarks to be used for field project control. The Contractor shall be responsible for all other ground control.

All elevations refer to the project datum, in this case the pin located at the radial center of the proposed loop road. Elevation of existing ground, structures, and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation. Any error or apparent discrepancy in the data shown or omissions of data required for accurately accomplishing the construction survey shall be referred immediately to the Engineer for interpretation or correction. The Contractor shall furnish all personnel, materials, and equipment necessary for the survey work required under this Contract. The Contractor shall be solely responsible for all locations, dimensions, and elevations, and shall field-verify all elevations and dimensions. No data other than the information contained in the Contract Drawings and Specifications and written orders of the Engineer shall justify departure from the dimensions or elevations required by the Contract Drawings.

The Contractor’s layout work shall be done by a competent individual capable of interpreting the survey data furnished and control points established on the ground for the purpose of laying out their work both horizontally and vertically. Contractor shall establish all base lines for the location of the principal component parts of the work together with a suitable number of benchmarks adjacent to the work. Based upon the information provided in the Contract Drawings, the Contractor shall develop and make all detail surveys necessary for construction including slope stakes for working points, lines, and elevations. Contractor shall have the responsibility to carefully preserve the benchmarks, reference points, and stakes; in the case of destruction thereof by the contractor or resulting from their negligence, the Contractor shall be charged with

the expense and damage resulting therefrom and shall be responsible for any mistake that may be caused by the unnecessary loss or disturbance of such benchmarks, reference points, and stakes.

Existing or new control points, property markers, and monuments that will be or are destroyed during the normal causes of construction shall be reestablished by the Contractor; and all reference ties recorded therefore shall be furnished to the Engineer. All computations necessary to establish the exact position of the work shall be made and preserved by the Contractor.

The Engineer may check all or any portion of the layout work at any time during construction. The Contractor shall afford all necessary assistance to the Engineer in carrying out such checks. Any necessary corrections to the work shall be immediately made by the Contractor. Such checking by the Engineer shall not relieve the Contractor of any responsibilities for the accuracy or completeness of their work.

Measurement

Construction Survey will be measured for payment as a lump sum item which will include all labor, equipment, and related expenses. There will be no additional measurement or payment for re-staking—it is the Contractor's responsibility to maintain the stakes for as long as needed until the stream is constructed and approved by the Engineer.

Payment

Partial payments can be made for this work based on the percentage complete of Construction Survey as approved by the Engineer. Payment for Construction Survey will be made under:

Pay Item	Pay Unit
Construction Survey	Lump Sum

1.3 Workdays and Hours of Operation

Construction activity shall be limited to the days of Monday through Friday between the hours of 7:00 am and 7:00 pm, excluding Town holidays and funeral services.

In the event that a funeral is taking place during work hours, construction equipment shall be moved to the outer edge of the property and powered down and employees of the Contractor are to vacate the property for the period extending from 30 minutes before to 30 minutes after the service.

The Contractor must obtain written authorization from the Town to perform any work outside of the days and times listed above.

ARTICLE 2: EROSION AND SEDIMENTATION CONTROL

2.1 Site Sediment and Erosion Control

General Erosion and Sediment Control Notes

1. The Contractor shall know and understand the project extents and Limit of Disturbance (LOD) before starting construction.
2. Hard copies of all applicable permits shall be kept on-site in the permits box or post on site. Any project revisions that result in additional land disturbance or change in drainage patterns shall be submitted to the Town staff for approval.
3. Prior to beginning construction, the Contractor shall notify the Town (919) 918-7426 48 hours in advance to schedule an on-site pre-construction meeting with the Engineer and Town staff.
4. No land-disturbing activities shall take place outside the LOD without Town approval.
5. Sensitive areas including wetlands, streams, rare plants, archaeological sites, underground storage tanks, and utilities should be marked in blue flagging prior to start of clearing/construction.

6. No demolition, construction, or land disturbance activities shall begin until all applicable erosion control measures have been installed. If clearing is required for installation of a given measure, all other measures shall be installed first. The necessary land disturbance activities required for installation of the given measure may then proceed.
7. Utilities are shown in approximate manner only. Contractor shall verify location and elevation of existing utilities prior to beginning demolition, construction, or land disturbing activities.
8. The work site shall be "storm ready" at the end of each workday.
9. All E & SC measures may be required to keep all sediment from entering surface waters.

2.2 Filtrex® SiltSoxx™ Perimeter Control (or approved equal)

Description

Furnish and install tubular erosion control devices consisting of a mesh sock filled with filter media along the downhill perimeter of the disturbed area in order to filter out sediment from runoff and reduce runoff flow velocity.

Materials

The mesh fabric constituting the sock element of the device shall be made from a biodegradable material and the filter media shall consist of organic materials (e.g. compost, wood chips) free of contaminants harmful to plant growth or water quality and dense enough to ensure consistent contact with the ground and significantly reduce runoff velocity.

Silt socks shall be fastened to the earth with wooden stakes (1" x 1" x 18" stakes for 5" diameter sock, otherwise 2" x 2" x 3').

Construction methods

Barrier shall be placed at the locations designated on the construction plans, installed parallel to the base of the slope or other disturbed area. Stakes should be installed either through the middle of the device or directly downslope of the device at a 90-degree angle to the level ground, spaced 10 feet on center. Staking depth for sand and silt loam soils shall be 12 inches or 8 inches for clay soils. Sand bags may be used as an alternative to stakes on impervious surfaces or highly compacted soils. Loose compost may be backfilled along the upslope side of the device, filling the seam between the soil surface and the device, improving filtration and sediment retention.

Due to the proximity of the designated silt sock barrier location to occupied graves, the Contractor will have limited capability to use heavy machinery in the installation of the silt sock, therefore smaller segments that can be placed with minimal disturbance to the site are strongly recommended.

Maintenance

The Contractor shall routinely inspect the barrier and maintain it such that it is in a functional condition at all times. If the perimeter control has been damaged, it shall be repaired, or replaced if beyond repair. The Contractor shall remove sediment at the base of the upslope side of the device when accumulation has reached ½ of the effective height of the silt sock, or as directed by the Engineer. The barrier shall be maintained until disturbed area above the device has been permanently stabilized and construction activity has ceased. The filter media will be dispersed on site once disturbed area has been permanently stabilized, construction activity has ceased, or as determined by the Engineer. For long-term sediment and pollution control applications, perimeter control can be seeded at the time of installation to create a vegetative filtering system for prolonged and increased filtration of sediment.

Measurement and Payment

Silt sock barrier shall be measured and paid in units of linear feet of silt sock placed and properly secured, measured along the surface of the ground. Payment will be made under

Pay Item	Pay Unit
Filtrex® SiltSoxx™ 5" (or approved equal)	Linear Feet

2.3 Sodding

Description

Prepare soil, furnish and place limestone, fertilizer, sod, and water; other operations necessary for the permanent establishment of vegetation from sod on shoulders, slopes, ditches, or other roadside areas.

Adapt operations to variations in weather and soil conditions to assure the successful establishment and growth of grasses.

Preserve the required line, grade, and cross section of the area treated.

The actual conditions which occur during the construction of the project will determine the quantity of water used and mowing required. The quantity of water or mowing may be increased, decreased, or eliminated entirely at the direction of the Engineer. Such variations in quantity will not be considered alterations in the details of construction or a change in the character of the work.

Materials

Item	NCDOT Standard Specifications Section
Fertilizer	1060-2
Limestone	1060-3
Sod	1060-7
Water	1060-9

Fertilizer shall be 10-20-20 analysis. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as a 10-20-20 analysis and as directed.

(A) Handling and Storage of Sod

Exercise extreme care during all operations of loading, transporting, unloading, storing, placing, tamping, and staking sod, to prevent breaking the sod sections and to prevent the sod from drying out. Any sod that is torn, broken, or too dry will be rejected by the Engineer. Torn or broken sod, if kept moist, may be used for filling unavoidable small gaps in sod cover as permitted.

Place sod on the designated areas within 48 hours after being cut unless otherwise directed by the Engineer.

(B) Soil Preparation

Remove litter and other debris. Mow and satisfactorily dispose of weeds or other unacceptable growth on the areas to be sodded.

Bring the area to be sodded to a firm uniform surface at such elevation that the surface of the complete sodding conforms to the finished grade and cross section as shown in the plans.

Scarify or otherwise loosen soil to a depth of not less than 5 inches. Break clods and work the top 2 to 3 inches of soil into an acceptable soil bed by using soil pulverizers, drags, or harrows.

Place limestone and fertilizer before placing the sod. Refer to Section 1060-3 of the *NCDOT Standard Specifications* for Limestone specifications.

The application rate of Limestone is 4,000 pounds per acre and the application rate of fertilizer is 500 pounds per acre. Distribute the limestone and fertilizer uniformly over the area and thoroughly mix in the top 5 inches of the soil by discing, harrowing, or other methods approved by the Engineer.

Prepare the area by harrowing, dragging, raking, or other methods approved by the Engineer to give a lawn type finish. Remove all trash, debris, and stones larger than 1 ½ inches in diameter or other obstructions that could interfere with the placing of the sod. Moisten the finished surface with water before placing the sod.

(C) Placing Sod

Use Hybrid Bermuda sod grown in non-tight (hydrologic group A or B) soils and free of agricultural contaminants, preferably grown in the coastal plain region of North Carolina. Preferable months to place Hybrid Bermuda sod are from April until September.

Sod handing and placement will be a continuous process of cutting, transporting, and installing without appreciable delays. Install sod within 48 hours after being cut and water immediately after installation.

Place sod firmly and carefully by hand within 24 hours after soil preparation is completed and accepted by the Engineer. Pack each piece of sod tightly against the edge of adjacent pieces so that the fewest possible gaps will be left between the pieces. Close unavoidable gaps with small pieces of sod.

When placing sod on a slope, begin at either the top or the toe of the slope. Place sod with the long edge horizontal and with staggered vertical joints. Turn the edge of the sod slightly into the ground at the top of a slope and place a layer of earth over it and compact so as to divert the surface water over and onto the top of the sod.

Stake sod in place by driving stakes flush with the sod, on all slopes 2:1 or steeper, in drainage channels, on other areas shown in in the plans, and on any areas that are in such condition that there is danger of sod slipping. Perform staking concurrently with sod placement and before tamping with sound wooden stakes which are approximately one inch square or one inch in diameter and not less than 12 inches in length. Place enough stakes to prevent slipping or displacement of the sod. Drive stakes perpendicular to the slope. Where backfill is necessary on cut slopes to obtain a uniform sodding area, provide stakes of sufficient length to reach at least 3 inches into the solid earth underneath the backfill.

On all other areas, use metal staples in place of wooden stakes. The metal staples should be 12 inches long, made of 11 gauge new steel wire so as not to bend when pinned or driven through the sod. Shorter staples may be used with the approval of the Engineer.

Place, stake, and staple the sod where necessary, then tamp or roll carefully and firmly by acceptable means. If rolled, roller shall weigh 150 lbs. per foot of roller width. Take extreme care to prevent the installed sod from being torn or displaced.

Do not place sod when the atmospheric temperature is below 32°F. Do not use frozen sod or place on frozen soil.

(D) Watering Sod

Water carefully and thoroughly after sod has been placed and tamped. Perform watering as directed by the Engineer until final acceptance. Water 1" per week if no rainfall. Application of water may be made by the use of hydraulic seeding equipment, farm type irrigation equipment, or by other methods approved by the Engineer.

Maintenance

Maintain sod in a satisfactory and live condition until final acceptance of the project. Maintenance includes watering and mowing at the locations and times directed by the Engineer.

Measurement and Payment

Sodding will be measured and paid in square feet, measured along the surface of the ground completed and accepted. No direct payment will be made for mowing the sodding areas before soil preparation as such work will be incidental to sodding. No direct payment will be made for furnishing and applying limestone, fertilizer, and water, or for furnishing and installing stakes and staples as those will be incidental to the work covered by sodding.

The above prices and payment will be full compensation for all work covered by this section.

Payment will be made under:

Pay Item	Pay Unit
Sodding	Square Feet

ARTICLE 3: EARTHWORK

4.1 Excavation

Description

Excavate, place, and compact or satisfactorily dispose of all materials encountered within the limits of the work necessary for construction that are not to be removed under another contract item.

Perform all excavation in conformity with the lines, grades, and cross sections shown in the plans or established by the Engineer.

Use care not to cause instability or displacement of the underlying or adjacent materials during construction. The Engineer reserves the right to effect the removal from the grading operation of any equipment that is causing instability or displacement of underlying or adjacent materials to the detriment of the section being constructed.

Define "Unclassified Excavation" as all material excavated under this section, regardless of its nature or composition, except for undercut excavation and material directed to be removed beyond the limits of the original slope stakes.

Define "Undercut Excavation" as the excavation, placement, and compaction and/or satisfactory disposal of materials removed from a location below the finished graded roadway cross section, except for the following:

- (A) Rock in the bottom of roadway cuts that has been excavated one foot or less below the roadbed and ditches, or
- (B) In cut areas, excavation removed below the outside slopes of roadway ditches.

Unclassified Excavation

Use all suitable material removed from the excavation as far as practicable in the formation of embankments, subgrades, shoulders, and places indicated in the plans or directed.

Furnish disposal areas for the unsuitable material except where the Engineer permits or directs the use of such material in the widening or flattening of fill slopes. The Engineer will designate materials that are unsuitable.

Where the contract includes earth shoulder construction, stockpile suitable surplus material for use in the shoulders. To the extent possible, salvage topsoil from within the limits of the slope stake lines and store in stockpiles. Before the topsoil is removed, clear the areas of all weeds, brush, stumps, stones, and other debris. Remove the topsoil from only such areas and to only such depths as required by the contract or as directed. Exercise care to avoid mixing subsoil or other unsuitable material with the topsoil. Stockpile an adequate quantity of material to construct the proposed shoulder before wasting any suitable surplus material. Locate the stockpiles along the project at approved locations. Neatly dress each stockpile when completed. Perform temporary or permanent seeding on the stockpiles where directed or when necessary to

prevent erosion. Remove and dispose of any surplus material remaining in the stockpile after the shoulders are completed as provided below for waste matter.

Dispose of waste material in accordance with *NCDOT Standard Specifications*, Section 802.

Uniformly round the intersection of slopes with natural ground surfaces, including the beginning and ending of cut slopes, as shown in the plans. Concurrent with the excavation of cuts, construct intercepting berm ditches or earth berms along and on top of the cut slopes at locations shown in the plans or as designated. Finish all slopes to reasonably uniform surfaces acceptable for seeding and mulching operations. Leave no rock or boulders in place that protrude more than one foot within the typical section cut slope lines. Clean all rock cuts of loose and overhanging material. Remove all protruding roots and other objectionable vegetation from the slopes.

Where a cut has been finished and the slopes dressed in accordance with the plans and slope stakes, the Contractor will not be required to flatten or widen the slopes of a completed cut unless otherwise directed before beginning the work. When rock is unexpectedly encountered, transition any widening or flattening already begun to leave the cut with a pleasing appearance.

Unless otherwise directed, excavate rock in the bottom of roadway cuts to a depth of 1 foot below the roadbed and ditches. Lower ditches if necessary so that water will drain from the rock surface to the ditches. Upon completion of the rock excavation below the level of the roadbed and ditches, backfill the areas where such rock has been removed with suitable material, compact, and shape to the required grade and cross section.

Before any work beginning on the structure, excavate all rock under and adjacent to the structure sites as directed.

Bring all cuts to the grade and cross section shown in the plans before final inspection and acceptance.

Remove and dispose of slides and overbreaks that occur before final acceptance of the project. Where slides and overbreaks occur due to negligence or carelessness on the part of the Contractor, the removal and disposal of said slides and overbreaks will be at no cost to the Owner.

Conduct earthwork operations in a manner that will not disturb staking, utility poles, or guy wires required to remain in their original location.

Cut off and plug all private utility lines, remove existing shoulder drain and subdrain pipe and remove all underground tanks intercepted within the typical section or in conflict with construction.

Where it is necessary to remove existing sidewalks or driveways, furnish a neat edge along the pavement retained by sawing a neat line approximately 2 inches deep with a concrete saw before breaking the adjacent pavement away.

When excavation operations encounter graves, temporarily discontinue operations in the vicinity of the graves do not resume until directed.

When excavation operations encounter contaminated soils, temporarily discontinue operations in the vicinity of the contamination and do not resume until directed.

When excavation operations encounter artifacts of historical or archeological significance, temporarily discontinue operations in the vicinity of the artifacts and do not resume until directed. Disposition of the artifacts shall be in accordance with the requirements of the Division of Archives and History.

Undercut Excavation

When the Engineer determines that the natural soil materials in areas where fills are to be placed are undesirable in their location or condition, the Engineer may require the Contractor to remove the undesirable material and backfill with approved, properly compacted material.

When the Engineer determines that the finished graded roadway cross section contains materials that are undesirable in their location or condition, the Engineer may require the Contractor to remove the materials and backfill with approved, properly compacted material to the finished graded section.

Where undercutting is required adjacent to or beneath the location of the proposed drainage structure, perform undercut and backfill a sufficient distance adjacent to the installation to prevent future operations from disturbing the completed drainage structure.

Use equipment in undercutting and backfilling operations of such weight, size, and capability to efficiently remove and replace the material within the limits established. Use equipment of a size and weight that will not displace the underlying or adjacent material.

All material removed in the work of undercut excavation will be classified by the Engineer as either suitable for other use without excessive manipulation and used elsewhere in the work, or unsuitable for further use and disposed of by the Contractor.

Conduct undercut operations so that the Engineer can take the necessary measurements before any backfill is placed. Place backfill in undercut areas in a continuous operation concurrent with the undercutting operation. Do not place backfill material in water unless otherwise permitted by the Engineer.

Maintenance

Maintain all work covered by this section during construction until final acceptance. Provide the drainage of surface runoff along and throughout the length of the cut, construct temporary ditches, and use any other methods necessary to control excessive soil erosion during construction and until final acceptance of the project.

Measurement and Payment

Excavation will be measured and paid in cubic yards of materials acceptably excavated in accordance with the contract. Drainage ditch excavation will be quantified in cubic yards and paid under *Excavation*.

All materials excavated from a location below the graded roadway cross section are classified as Undercut Excavation and will be measured separately except for the following:

- (A) Rock in the bottom of roadway cuts excavated 1 foot or less below the roadbed and ditches;
- (B) In cut areas, undercut excavation is limited to excavation removed below the roadbed sub-grade, removed below the inside slopes of roadway ditches and removed below the bottom of flat bottom roadway ditches; or
- (C) Root mat other than grass, removed as part of clearing and grubbing.

No measurement will be made of any materials excavated outside of authorized excavation limits established by the Engineer or any materials excavated before slope stakes were set.

Payment includes, but is not limited to, excavation, blasting, hauling anywhere along the project both within and across balance points shown in the plans, removal of undesirable material, removal of sidewalk, driveways, curb and gutter, endwalls, traffic islands and drainage structures, disposal of materials, formation and compaction of embankments, subgrades and shoulders, the cutting off, plugging, and removal of private utility lines and underground tanks, any backfilling required, removing any existing shoulder drain or subdrain pipe and maintaining the work. Rock excavation is incidental to *excavation* for this project.

Payment will be made under:

Pay Item	Pay Unit
Excavation	Cubic Yard

4.2 Soil Media

Description

Furnish and place soil media in accordance with the contract and as directed.

Materials

Media Mix:

The media should be composed of a homogeneous mix of the following:

- a. 75-85% medium to coarse washed sand
- b. 8-10% fines (silt and clay)
- c. 5-10% organic matter (such as pine bark fines)

Soil media P-index must be less than 30 when near Nutrient Sensitive Waters.

Construction Methods

The soil media shall not be installed until the contributing drainage basin is stabilized such that no excessive clays, silts, or debris will wash into the basin.

Do not mechanically compact the media. Do not water or walk on the media as it is placed.

No heavy machinery shall be placed on the media at any time once it has been installed or during installation. All soil placement shall be manual to avoid compaction.

Backfill should occur during periods of expected dry weather. No precipitation should be in the local weather forecast.

Maintenance

Maintain media such that the infiltration rate is at least 1 inch per hour. If the media becomes clogged or contaminated, the Contractor shall remove and replace it.

Measurement and Payment

Soil Media will be measured and paid in cubic yards. The contract unit price for *Soil Media* as described above will be full compensation for providing, transporting, handling, placing, compacting, and maintaining select granular material.

Payment will be made under:

Pay Item	Pay Unit
Soil Media	Cubic Yard

4.3 Removal of Existing Pavement

Description

Break up, remove, and satisfactorily dispose of the Portland cement concrete or asphalt components of an existing roadway pavement structure, including paved shoulders, within the limits shown in the plans or as directed. This work includes the removal of any temporary roadway pavement structure placed during construction to serve as a detour.

Pavement Removal and Disposal

Break up and remove the pavement for its entire depth. Where concrete or asphalt pavement is to be removed, provide a neat edge along the pavement being retained by sawing the pavement approximately 2 inches deep before breaking the adjacent pavement away. Properly dispose of all materials resulting from the pavement removal as provided herein.

Dispose of all materials in accordance with Section 802

Measurement and Payment

Removal of Existing Asphalt Pavement will be measured and paid in square yards of existing asphalt pavement actually removed and disposed of properly. Removal of existing asphalt pavement will be measured by actual surface measurement of the asphalt pavement before its removal.

Payment includes, but is not limited to, breaking up, removing, and disposing of existing concrete or asphalt pavement, including paved shoulders and removing any temporary roadway pavement structure placed during construction to serve as a detour.

This work does include pavement removal for utility and pipe installation; removing and disposing of sidewalks, driveways, curb and gutter; traffic islands, parking areas, and any other incidental paved structures that are not part of a roadway pavement structure.

Payment will be made under:

Pay Item	Pay Unit
Removal of Existing Asphalt Pavement	Square Yard

ARTICLE 6: SITE

6.1 Tree Removal

Description

The work under this specification consists of selective removal of living trees and removal or grinding of the stumps left from removal.

Construction Methods

Remove trees shown in the plans. Measure all tree diameter sizes at a height of 4.5 feet above the ground. For trees on the west side of the existing road, grind stumps in place to prevent potential disturbance of gravesites from stump removal and for trees on the east side of the road, grub the stumps as shown on the plans.

Measurement and Payment

Tree Removal will be measured and paid in units of each.

Pay will be made under:

Pay Item	Pay Unit
Tree Removal	Each

6.2 Rain Garden

Description

The work under this specification consists of furnishing materials, equipment, and personnel required to construct the bioretention basin shown on the plans.

Materials

The following pay items are necessary to construct the rain garden:

- Excavation
- Sodding
- Plants/Landscaping
- Triple Shredded Hardwood Mulch

Construction Methods

Planned backfilling should not occur until Contractor has confirmed sod delivery date. The Contractor shall excavate the area for the rain garden basin as shown on the plans. Place sod on disturbed areas that will not be covered or impacted by backfill. Sodding must occur at the end of the working day(s) that excavation is done.

After excavation is completed for rain garden, add 33” soil media layer and add 3” layer of triple shredded hardwood mulch on top of soil media layer.

Maintenance

Complete backfill when local forecast predicts dry weather (0” of precipitation).

Soil media must maintain a minimum infiltration rate of at least 1 inch per hour. No heavy machinery shall be placed on the soil media at any time once it has been installed or during installation. All soil placement shall be manual to avoid compaction. If soil media infiltration rate is less than 1 inch per hour, contact the Engineer for maintenance instructions.

Measurement and Payment

Excavation, soil media, and sodding are measured and paid for in other sections of this contract or in the NCDOT Standard Specifications.

Pay Item	Pay Unit
Triple Shredded Hardwood Mulch	Cubic Yard

6.3 Recycled Asphalt Pavement Base

Description

Lay and compact recycled asphalt pavement (RAP) as granular base course for paved roadway and walking trail.

Materials

The base course shall be constructed solely from stockpiled RAP provided by the Town.

Construction Methods

Contractor is responsible for loading RAP from the stockpile at 100 Public Works Drive and delivering it to the Westwood Cemetery site. Excavate and compact the existing ground at the roadbed according to Section 4.1—Excavation. Spread RAP

in layer of thickness specified in project plans, water, and compact. A Town representative must be present for a proof roll to confirm that the RAP layer is sufficiently compacted prior to installation of the asphalt pavement surface course.

Maintenance

The area in which this work is performed shall be maintained during construction to prevent contamination of the RAP base course with loose soil from the site.

Measurement and Payment

Recycled Asphalt Pavement Base will be measured and paid in cubic yards of RAP laid and compacted into a base course according to the project manual and plans.

The contract unit price for *Recycled Asphalt Pavement Base* as described above will be full compensation for transporting, handling, placing, compacting, and maintaining select granular material as well as compacting and otherwise preparing the subbase

Pay Item

6" Recycled Asphalt Pavement Base
4" Recycled Asphalt Pavement Base

Pay Unit

Square Yard
Square Yard

00 90 00 – ADDENDA

Any addenda to the project will follow this page.