



CONTRACT PROPOSAL

MISCELLANEOUS CONCRETE AND CONSTRUCTION

ROUTE: Streets Within the Village of Marvin, Maintained by The Village of Marvin

LOCATION: Marvin, North Carolina

DESCRIPTION: Miscellaneous Concrete and Drainage Items Repair, Minor Grading and Construction

QUESTIONS DUE BY: MARCH 20, 2023

BID DUE BY: APRIL 3, 2023 @ 10:00 AM

DATE of AVAILABILITY: APRIL 18, 2023

COMPLETION DATE: APRIL 18, 2025

NAME OF BIDDER

N.C. CONTRACTOR'S LICENSE NUMBER

ADDRESS OF BIDDER

*****DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!*****

Return Bids to:
Christina Amos
Village of Marvin
10006 Marvin School Road
Marvin, NC 28173

INSTRUCTIONS TO BIDDERS

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.

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

- 1. The bid sheet furnished by THE VILLAGE OF MARVIN (Hereafter referred to as VOM) with the proposal shall be used and shall not be altered in any manner. DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
- 2. All entries on the bid sheet, including signatures, shall be written in ink.**
- 3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.**
- 4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item and shall be written in figures in the "Amount Bid" column of the sheet.**
- 5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.**
- 6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.**
- 7. The bid shall be properly executed. All bids shall show the following information:**
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.**
 - b. Name of individual or representative submitting bid and position or title.**
 - c. Name, signature, and position or title of witness.**
 - d. Federal Identification Number**
 - e. Contractor's License Number**
- 8. Bids submitted by corporations shall bear the seal of the corporation.**
- 9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.**
- 10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.**
- 11. A bid bond or deposit is not required when submitting a bid for this project.**
- 12. THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE VILLAGE MANAGERS OFFICE AT 10006 MARVIN SCHOOL ROAD, MARVIN, NC 28173**
- 13. The sealed bid must display the following statement on the front of the sealed envelope:**

“QUOTATION FOR BLANKET CONTRACT FOR MISCELLANEOUS CONCRETE AND DRAINAGE ITEMS REPAIR, MINOR GRADING AND CONSTRUCTION IN THE VILLAGE OF MARVIN” TO BE OPENED AT 10:00 A.M. ON APRIL 3, 2023.

- 14. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:**

**Christina Amos
Village of Marvin
10006 Marvin School Road
Marvin, NC 28173**

The award of the contract, if it is awarded, will be made to the lowest responsible Bidder in accordance with Section 102 (excluding 102-2 and 102-10) of the 2018 Standard Specifications for Roads and Structures. The lowest responsible Bidder will be notified that his bid has been accepted and that he has been awarded the contract. The Village of Marvin reserves the right to reject all bids.

VILLAGE CONTRACT

Standard Provisions

GENERAL

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, The Village of Marvin's Standards and Specification Manual, the 2018 North Carolina Department of Transportation Standard Specifications for Roads and Structures, the North Carolina Department of Transportation Roadway Standards Drawings, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the Standard Specifications.

AUTHORITY OF THE ENGINEER

The Engineer for this project shall be the Village of Marvin Engineer, acting directly or through his duly authorized representatives.

The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final, and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

The Contractor will be required to obtain written approval from the Engineer for any subcontract work performed on this project prior to the subcontracted work being performed in accordance with Article 108-6 of the Standard Specifications. The successful bidder must perform no less than 40% of the total dollar value of the original contract with his own organization in accordance with Article 108-6. Any other subcontractor doing work on this project must also be on the approved SBE Directory maintained by the Contractor Services Unit as of the date of performance, unless otherwise authorized by the Engineer.

AVAILABILITY OF FUNDS - CONTRACT TERMINATION

Payments on this contract are subject to availability of funds. If the VOM fails to maintain adequate funds, the VOM reserves the right to terminate this contract.

In the event of termination, the Contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the Contractor shall be paid for the work already performed in accordance with the contract specifications.

BANKRUPTCY

The VOM, at its option, may terminate the contract upon filing by the Contractor of any petition for protection under the provisions of the Federal Bankruptcy Act.

BASIS OF PAYMENT

The quantity of unit or lump sum prices and payment will be full compensation for all work, including, but not limited to supervision, labor, transportation, fuels, lubricants, repair parts, equipment, machinery, tools and materials necessary for the prosecution and completion of the work. The quantities contained herein are estimated only and the quantity to be paid for shall be the actual quantities which were used on the project. In no case will the total amount paid to the contractor exceed the total contract quote by more than ten percent without prior written request from the Engineer.

The Contractor may submit a request for partial payment on a percentage of completed work on a monthly basis, or other interval as approved by the Engineer. All requests for payment shall be made on the form furnished to the Contractor by the VOM. The form shall be completely and legibly filled out with all appropriate information supplied and shall be signed by an authorized representative of the Contractor.

Any claims for additional compensation and/or extension of the completion date shall be submitted to the Engineer with detailed justification within sixty (60) days after receipt of the final estimate payment. The failure on the part of the Contractor to submit the claim(s) within sixty (60) days shall be a bar to recovery. See Section 107-24 "Right of the Contractor to file Verified Claim."

The Contractor's attention is directed to the fact that Article 104-5 pertaining to revised contract unit prices will not apply to this contract.

Quantities for this work are unknown but will be determined on an as needed basis. Determination of the apparent low bidder will be made by extending the unit prices quoted on the bid proposal form for the following quantities:

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

Note: The advertised bid quantities are considered to be approximate **only** and are given as the basis for comparison of bids. The VOM may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient. The Contractor will be paid for only the quantities used and accepted as satisfactory by the Engineer.

PAYMENT

Payment will be made at the various contract unit prices. Prices and payment will be full compensation for all work covered.

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period.

All work items necessary to complete the work other than listed on the "Bid Form" will be considered incidental in nature and no further compensation will be made. Any work performed in an unsatisfactory manner could be a basis for cancellation of the contract.

Invoices should be addressed to:

The Village of Marvin
10006 Marvin School Road
Marvin NC, 28173

NOTE: Invoices are to be sent to AMT Engineering for approval before sending to the Village of Marvin. Contact information for AMT Representative will be provided after contract is awarded.

RENEWAL OF CONTRACT (CPI PRICE ADJUSTMENT)

The contractor shall submit his bid for one (1) year. At the option of the Village, this contract may be extended for two (2) additional periods of one (1) year each [maximum three (3) years total]. **The CPI Price Adjustment will be used at the renewal period with a maximum price adjustment of 3%.**

The compensation payable to the contractor shall be fixed for the first twelve months of this contract. However, upon an application of renewal of the contract, or thirty days prior to the end of each contract period, the renewal contract may be adjusted to reflect the adjustment in the Consumer Price Index for the previous twelve-month period as published by the US Bureau of Labor and Statistics at <http://www.bls.gov/cpi> to be applied to new work order assignments. The Consumer Price Index for All Urban Consumers (CPI-U), US City Average, All Items, 1982- 84=100, not seasonally adjusted will be used. If the amount of the requested adjustment is more than ten percent, the Village of Marvin reserves the right to cancel this contract. The CPI will be determined from a 12-month period. Example below:

CPI for current period (December 2022) 296.8
Less CPI for previous period (December 2021) 278.8
Equals index point change 20.0
Divided by previous period CPI 296.8
Equals 0.0674
Result multiplied by 100 i.e. 0.0674 x 100
Equals CPI percent change 6.74%
The Maximum Price Adjustment allowed for this example would be 3%.

This price escalation method will not be applied to items of work that are separately covered under commodity price escalation clauses. No other changes in the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented. The Engineer will notify the Contractor in writing, 30 days prior to contract expiration, if the contract may be extended. The Contractor must notify the Engineer in writing within 30 days of notification of his acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be received as a rejection of contract extension.

DEFAULT OF CONTRACT

The VOM shall have the right to declare a default of contract for breach by the Contractor of any material term or condition of the contract. Default of contract shall be in accordance with the terms, conditions, and procedures of Article 108-9 of the Standard Specifications.

ENGINEERING CONTROL

Engineering control and inspection will be by AMT Engineering or any other engineer the Village of Marvin designates. The Contractor will cut test samples as directed by the Engineer. Field engineering will be the responsibility of the Contractor and considered as incidental to the project bid.

INSPECTION

All work shall be subject to inspection by the Engineer at any time. Routinely, the Engineer will make periodic inspections of the completed work. It will be the responsibility of the Contractor to keep the Engineer informed of his proposed work plan and to submit written reports of work accomplished on a frequency to be determined by the Engineer.

MATERIALS AND TESTING

The Engineer reserves the right to perform all sampling and testing in accordance with Section 106 of the Standard Specifications and the NCDOT "Materials and Test Manual" and the Village of Marvin's Standards and Specifications Manual. However, the Engineer may reduce the frequency of sampling and testing where he deems it appropriate for the project under construction.

All steel products which are permanently incorporated into this project shall be domestically produced. The Contractor shall furnish a notarized certification certifying that steel products conform to this by the Standard Specifications. Material which is not properly certified will not be accepted.

The Contractor shall furnish the applicable certifications and documentation for all materials as required by the Standard Specifications. Material which is not properly certified will not be accepted.

Delivery tickets for all material paid by weight, shall be furnished in accordance with Section 106-7 of the Standard Specifications and shall include the following information:

1. VOM Work Order Number
2. Date
3. Time issued
4. Type of material
5. Gross weight
6. Tare weight
7. Net weight of material
8. Plant location
9. Truck number
10. Contractor's name
11. Public weighmaster's stamp or number
12. Public weighmaster's signature or initials in ink
13. Job mix formula number

PLAN, DETAIL AND QUANTITY ADJUSTMENTS

The Engineer reserves the right to make, at any time during the progress of the work, such alterations in plans or the details of construction as may be found necessary or desirable by the Engineer to complete the project.

SAFETY AND ACCIDENT PROTECTION

In accordance with Article 107-22 of the Standard Specifications, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

Traffic Control is total responsibility of Contractor and is coordinated with Village Engineer. The contractor shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades, and personnel needed to give safety, protection, and warning to persons and vehicular traffic within the work area. Blocking of public streets shall not be permitted unless prior arrangements have been made with the Village. Traffic control is the responsibility of the Contractor and shall be accomplished in conformance with State, County, and Local highway construction codes.

SUPERVISION BY CONTRACTOR

At all times during the life of the project the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site within 24-hour notice. Such employee shall be fully authorized to conduct all business with the subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer.

At all times that work is actually being performed, the Contractor shall have present on the project one competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Engineer.

The Contractor may, at his option, designate one employee to meet the requirements of both positions. However, whenever the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present.

UTILITY CONFLICTS

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

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

LAWN TYPE APPEARANCE:

All areas adjacent to lawns must be hand finished as directed to give a lawn type appearance. Remove all trash, debris, and stones $\frac{3}{4}$ " and larger in diameter or other obstructions that could interfere with providing a smooth lawn type appearance. These areas shall be reseeded to match their original vegetative conditions, unless directed otherwise by the Engineer. Sod may be required at the discretion of the Engineer.

INCIDENTALS

Any damage related to the removal and/or replacement of concrete will be at the expense of the contractor. This can include damage to asphalt or adjacent concrete. Damage to vegetation will have to be corrected and reseeded or follow the "Lawn Type Appearance" specification in this contract if damage occurs adjacent to a lawn.

GIFTS FROM VENDORS AND CONTRACTORS

(12-15-09)

107-1

SP1 G152

By Executive Order 24, issued by Governor Perdue, and *N.C.G.S. § 133-32*, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any employee of The VOM or its engineers. This prohibition covers those vendors and contractors who:

- (A) Have a contract with a governmental agency; or
- (B) Have performed under such a contract within the past year; or (C) Anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and *N.C.G.S. § 133-32*.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

EMPLOYMENT

(11-15-11) (Rev. 1-17-12)

108, 102

SP1 G184

Revise the *2018 Standard Specifications* as follows:

Page 1-20, Sub article 102-15(O), delete and replace with the following:

- (O) Failure to restrict a former Village employee as prohibited by Article 108-5.

Page 1-69, Article 108-5 Character of Workmen, Methods, and Equipment, line 32, delete all of line 32, the first sentence of the second paragraph and the first word of the second sentence of the second paragraph.

INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless the Village of Marvin its officers and employees from any claim, demand, suit, liability, judgment and expense (including attorney's fees and other costs of litigation) arising out of or relating to injury, disease, or death of persons or damage to or loss of property resulting from or in connection with the negligent performance of this contract by the Contractor, its agents, employees, and subcontractors or any one for whom the Contractor may be

responsible. The obligations, indemnities and liabilities assumed by the Contractor under this paragraph shall not extend to any liability caused by the negligence of the Village of Marvin or its employees. The Contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The Contractor shall indemnify and hold harmless the Village of Marvin from any claim, demand, suit, liability, judgment, and expense involving damage or loss to the Contractor's equipment (including vandalism, theft, fire, and acts of God) arising out of or relating to work performed under this agreement. The obligations, indemnities and liabilities assumed by the Contractor under this paragraph shall not extend to any liability caused by the negligence of the Village of Marvin or its employees. The Contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The Contractor further agrees to indemnify the Village of Marvin for any damages to the roadway, highway signs, highway equipment and other property owned or in possession of the Village of Marvin, brought about by reason of the negligent operation of the equipment. The Contractor further agrees to indemnify and save harmless the Village of Marvin, its officers and employees from any claims or amounts recovered by any of the Contractor's employees under the Workmen's Compensation Act.

VILLAGE CONTRACT **Special Provisions**

SCOPE OF WORK

The Contractor shall furnish all labor and materials for miscellaneous concrete and drainage item work (as needed) within the VOM in accordance with the 2018 Standard Specifications and/or Special Provisions herein.

CONTRACT TIME AND LIQUIDATED DAMAGES

This contract will be effective for two years beginning **April 18, 2023 and ending April 18, 2025. The VOM reserves the right to renew this contract for two (2) additional one-year periods as described below.**

The contractor shall submit his bid for one (2) years. At the option of the Village, this contract may be extended for two (2) additional periods of one (1) year each (maximum three (4) years total). No changes in the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented.

The Engineer will notify the Contractor in writing 30 days before annual expiration date. The Contractor must notify the Engineer within 15 days after receiving notice of his acceptance of this offer. Failure on the part of the Contractor to reply will be received as a rejection of contract extension.

The Contractor will be required to begin work within 30 calendar days after notification from the Engineer on projects involving monolithic islands. On all other projects, the contractor will be

required to begin work within 14 calendar days after notification from the Engineer. Work shall be accomplished in a continuous manner once the contractor begins.

EMERGENCY RESPONSE AND MOBILIZATION

If the Engineer requests an emergency response, the contractor shall be required to mobilize within 24hrs from time of notification. Response to an emergency shall allow the contractor a \$500.00 mobilization charge for each emergency response. All other mobilizations shall be considered incidental to the contract unit bid price of the bid items.

Liquidated damages in the amount of **Five Hundred Dollars (\$500.00) per calendar day will be accessed per day** for not beginning work within the specified time frame stated in paragraphs above.

INTERMEDIATE CONTRACT TIME

(2-20-07)

RG 14 A

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on **any roadway** during the following time restrictions:

DAY AND TIME RESTRICTIONS

**Monday –
Friday 6:00 a.m.
to 9:00 a.m.
4:00 p.m. to 6:00 p.m.**

In addition, the Contractor shall not close or narrow a lane of traffic on **any roadway**, detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **6:00 a.m.** December 31st and **6:00 p.m.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **6:00 p.m.** the following Tuesday.
3. For **Easter**, between the hours of **6:00 a.m.** Thursday and **6:00 p.m.** Monday.
4. For **Memorial Day**, between the hours of **6:00 a.m.** Friday and **6:00 p.m.** Tuesday.

5. For **Independence Day**, between the hours of **6:00 a.m.** the day before Independence Day and **6:00 p.m.** the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **6:00 a.m.** the Thursday before Independence Day and **6:00 p.m.** the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of **6:00 a.m.** Friday and **6:00 p.m.** Tuesday.
7. For **Thanksgiving Day**, between the hours of **6:00 a.m.** Tuesday and **6:00 p.m.** Monday.
8. For **Veteran's Day**, between the hours of **6:00 p.m.** Thursday through **6:00 p.m.** Monday.
9. For **Christmas**, between the hours of **6:00 a.m.** the Friday before the week of Christmas Day and **6:00 p.m.** the following Tuesday after the week of Christmas Day.

Holidays and holiday weekends shall include New Year's, Easter, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, and Christmas. The Contractor shall schedule his work so that lane closures will not be required during these periods, unless otherwise directed by the Engineer.

The time of availability for this intermediate contract work shall be the time the Contractor begins to install all traffic control devices for lane closures according to the time restrictions listed herein.

The completion time for this intermediate contract work shall be the time the Contractor is required to complete the removal of all traffic control devices for lane closures according to the time restrictions stated above and place traffic in the existing traffic pattern.

The liquidated damages are **Five Hundred Dollars (\$ 500.00)** per hour.

REMOVAL AND DISPOSAL OF DEBRIS

Removal and disposal of all materials shall be the responsibility of the Contractor. Disposal of the materials shall be done in either a public or private sanitary landfill approved by the State of North Carolina Solid Waste Management Division.

THIS CONTRACT SHALL BE SUBJECT TO IMMEDIATE TERMINATION IF THE CONTRACTOR IS FOUND GUILTY OF ILLEGAL DUMPING OR IMPROPER DISPOSAL OF DEBRIS.

STOCKPILING OF DEBRIS ON THE HIGHWAY RIGHT-OF-WAY SHALL NOT BE PERMITTED.

MOBLIZATION AND TRAFFIC CONTROL

The contractor will be required to mobilize within the specified time frame. Mobilization shall be considered incidental to the contract unit bid price of the bid items. Ideally, there will be several items before the contractor is notified. **Mobilization is expected to be within two weeks of work notification.**

Traffic control shall also be considered incidental to the contract unit bid price of the bid items. The contractor will be required to provide the appropriate traffic control as stated in the Standard provisions.

CONCRETE

ALL concrete used in the public right-of-way for streets, curb and gutter, sidewalks and drainage structures, etc. shall have a minimum compressive strength of 3600 PSI at 28 days. This requirement shall be provided regardless of any lesser compressive strength specified in the North Carolina Department of Transportation Standard Specifications for Roads and Structures.

CONCRETE CURB AND GUTTER

All concrete curb and gutter shall be constructed in accordance with Section 846 of the Standard Specifications and Roadway Standard Drawing 846.01. Concrete shall have a minimum compressive strength of 3600 PSI at 28 days and shall be given a light broom finish with the brush marks parallel to the curb line or gutter line. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. No concrete shall be placed until the forms and base have been inspected and approved by the Engineer. Curb and gutter placed by machine shall not be placed until the string line and base have been inspected and approved by the Engineer.

This item will include the construction of depressed curb for wheelchair ramps at all street intersections or as directed by the Engineer. This will also include fine grading for the curb and gutter installation. Basis of payment will be the linear foot bid price for 2'-6" Concrete Curb and Gutter.

The work covered in Removal of Curb and Gutter shall consist of the removal and disposal of all curb and gutter, or as directed by the Engineer. If contractor replaces any length of old curb & gutter with new, then the old curb & gutter debris removal is incidental to the work. The contractor will only be allowed to remove curb and gutter that he can replace in the same day. If the contractor removes more curb and gutter than he can replace on a given day then the contractor shall backfill all open trenches prior to halting operations for that day.

CONCRETE PAVED DITCH

Concrete paved ditches shall be installed in accordance with Section 850 of the Standard Specifications. Payment will be on a per square yard basis, and include all incidentals associated with performing this work. Removal and disposal of existing paved ditches shall be incidental to the contract unit bid price of that item.

MONOLITHIC CONCRETE ISLAND

The Contractor shall construct a 5-inch monolithic island in accordance with Section 852 of the Standard Specifications, Roadway Standard Drawing 852.01, the contract, and plans. Concrete shall have a minimum compressive strength of 3600 PSI at 28 days. Concrete shall be of a currently approved North Carolina Department of Transportation mix design shall be used. Concrete shall be given a sidewalk finish with brooming done transverse to the direction of traffic.

The island shall be anchored to the existing asphalt pavement surface with 40d spikes driven into the surface and staggered on 2-foot centers. When anchoring to corner pavement use ½" x 6" deform bars drilled and staggered on 2' centers. The Contractor shall place ½" expansion joints at 30-foot intervals joints 1 inch deep at 10-foot intervals between the expansion joints. The top ½" of expansion joints and the full depth of grooved joints shall be filled and sealed with a North Carolina Department of Transportation approved joint sealer

The Contractor shall form openings in the island as directed by the Engineer to accommodate signposts.

All concrete shall be formed and placed in accordance with Section 420 of the Standard Specifications. No concrete shall be placed until the forms and concrete have been approved by the Engineer or his representative. The temperature of the concrete shall not be less than 50 degrees Fahrenheit at the time of placement. The air temperature measured at the jobsite, in the shade, away from artificial heat shall be a minimum of 35 degrees Fahrenheit before placement will be permitted. The Contractor shall cure the concrete in accordance with Section 420-17 of the Standard Specifications. Payment will be on a per square yard basis, and include all incidentals associated with performing this work, including disposing of any waste material. Removal and disposal of existing sections of island covers and monolithic island shall be incidental to the contract unit bid price of that item.

CONCRETE SIDEWALK, DRIVEWAYS, AND CURB RAMPS

All concrete sidewalks shall be constructed in accordance with Section 848 of the Standard Specifications and Roadway Standard Drawing 848.01. Concrete shall have a minimum compressive strength of 3600 PSI at 28 days, and the concrete shall be given a light broom finish with the brush marks transverse to the direction of traffic. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. No concrete shall be placed until the forms and base have been inspected and approved by the Engineer.

A groove joint 1" deep with 1/8" radii shall be required in concrete sidewalk at 5' intervals. One 1/2" expansion joint will be required at 50' intervals. A 1/2" expansion joint will be required where the sidewalk

joins any rigid structure or ties into existing sidewalk. If Contractor replaces any length of sidewalk with new, then the old sidewalk debris removal is to be incidental to the work.

No backfill shall be placed adjacent to the sidewalk until at least 3 curing days, as defined in Article 825-9, have elapsed. However, backfill shall be placed no later than 4 calendar days after completion of this 3 curing day time period. Backfill shall be compacted to a degree comparable to the adjacent undisturbed material. Vehicles may be permitted on the completed work after 7 curing days, as defined in Article 825-9, have elapsed.

Sidewalk shall be 6” thick when exposed to vehicular traffic and 4” thick in all other areas. The Engineer shall have the final say in determining sidewalk thickness.

Proposed concrete sidewalk shall match the width of the existing sidewalk.

Payment will be on a per square yard basis, and include all incidentals associated with performing this work. Removal and disposal of these bid items shall be incidental to the contract unit bid price.

DETECTABLE WARNINGS TO RETROFIT EXISTING CURB RAMPS:

(10-21-03) (Rev. 8-16-11)

848

SP8 R125

Description

Construct detectable warnings consisting of raised truncated domes to retrofit existing curb ramps in accordance with the plan details, Section 848 of the *2018 Standard Specifications*, the requirements of the *28 CFR Part 36 ADA Standards for Accessible Design* and these provisions.

Materials

Detectable warning for retrofitting existing curb ramps shall consist of raised truncated domes. The description, size and spacing shall conform to Section 848 of the *2018 Standard Specifications*.

Use material for detectable warning systems as shown herein. Material and coating specifications must be stated in the Manufacturers Type 3 Certification and all Detectable Warning systems must be on the NCDOT Approved Products List.

Install detectable warnings created from one of the following materials: precast concrete blocks or bricks, clay paving brick, gray or ductile iron castings, mild steel, stainless steel, and engineered plastics, rubber or composite tile. Only one material type for detectable warning will be permitted per project, unless otherwise approved by the Engineer.

- (A) Detectable Warnings shall consist of a base with integrated raised truncated domes, and when constructed of precast concrete they shall conform to the material requirements of Article 848-2 of the *2018 Standard Specifications*.
- (B) Detectable Warnings shall consist of a base with integrated raised truncated domes, and may be comprised of other materials including, but not limited to, clay paving brick, gray iron or ductile

iron castings, mild steel, stainless steel, and engineered plastics, rubber or composite tile, which are applied directly to the curb ramps by incorporating into or attaching to the existing ramp floor. The material shall have an integral color throughout the thickness of the material. The detectable warning shall include fasteners, anchors, or adhesives for attachment in the existing ramp and shall be furnished as a system from the manufacturer.

Prior to installation, the Contractor shall submit to the Engineer assembling instructions from the manufacturer for each type of system used in accordance with Article 105-2 of the *2018 Standard Specifications*. The system shall be furnished as a kit containing all consumable materials and consumable tools, required for the application. They shall be capable of being affixed to or anchored in the concrete curb ramp, including green concrete (concrete that has set but not appreciably hardened). The system shall be solvent free and contain no volatile organic compounds (VOC). The static coefficient of friction shall be 0.8 or greater when measured on top of the truncated domes and when measured between the domes in accordance with ASTM C1028 (dry and wet). The system shall be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to degradation by motor fuels, lubricants and antifreeze.

- (C) When steel or gray iron or ductile iron casting products are provided, only products that meet the requirements of Sub article 106-1(B) of the *2018 Standard Specifications* may be used. Submit to the Engineer a Type 6 Certification, catalog cuts and installation procedures at least 30 days prior to installation for all.

Construction Methods

- (A) Prior to placing detectable warnings in existing concrete curb ramps, saw cut to the full depth of the concrete, for other material remove as necessary, and adjust the existing subgrade to the proper grade and in accordance with Article 848-3 of the *2018 Standard Specifications*.
- (B) Install all detectable warning to retrofit existing curb ramps in accordance with the manufacturer's recommendations.

Measurement and Payment

Retrofit Existing Curb Ramps with detectable warnings constructed of any type material will be paid as the actual number of retrofitted curb ramps, completed and accepted. Such price and payment will be full compensation for excavating and backfilling; sawing, repairing and replacing portions of the existing curb ramp within the pay limits for retrofit shown on the detail; pavement repairs; furnishing and placing detectable warnings, construction joints and removing and disposing of portions of the existing curb ramp when required and for all materials, labor, equipment, tools and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Retrofit Existing Curb Ramp	Each

AGGREGATE BASE COURSE

The Contractor shall furnish and place aggregate base course in accordance with the provisions of Section 520 of the Standard Specifications. The base shall be compacted to a density equal to that obtained by compacting a sample of the material in accordance with AASHTO T180 as modified by the Department. The Contractor shall dry or add moisture to the material when required to provide a uniformly compacted and acceptable base. When completed, the base course shall be smooth, hard, dense, unyielding, and well bonded.

Payment will be made under the item “Aggregate Base Course” and shall include, but not be limited to, furnishing aggregate and water, mixing, hauling, spreading materials, compacting, shaping, and maintaining the base course.

MASONRY DRAINAGE STRUCTURES

The Contractor shall construct masonry drainage structures in accordance with Section 840 of the Standard Specifications and Roadway Standard Drawing 840.26. Precast masonry structures are permitted but shall be pretested and approved by the NCDOT Materials and Tests Unit. Hoods, grates, and frames shall be NCDOT approved and shall meet the requirements of Roadway Standard 840.03. Payments for structures shall be on per each basis and shall include all incidentals as described under the Basis of Payment sections in the previously mentioned section numbers.

PIPE INSTALLATION:

(11-20-12)

300

SP3 R01

Revise the *2018 Standard Specifications* as follows:

Page 3-1, Article 300-2, Materials, line 23-24, replace sentence with:

Provide foundation conditioning geotextile in accordance with Section 1056 for Type 4 geotextile.

PIPE CULVERTS

The Contractor shall furnish and install pipe culverts in accordance with the requirements of Division 3 of the NCDOT Standard Specifications for Roads and Structures, the Roadway Standard Drawings and as directed by the Engineer. The Contractor shall thoroughly and carefully backfill the pipe in layers not exceeding 6 inches loose with material approved by the Engineer. Pipe and back filled areas shall be graded and maintained in such a condition that erosion or saturation will not erode or damage the pipe or backfill. Heavy equipment shall not be operated over the pipe until it has been properly back filled and minimum cover as shown on the plans or as approved by the Engineer has been placed over the pipe.

All pipe materials shall be inspected and approved by the Engineer after delivery to the project and prior to installation. Pipe culverts shall not be backfilled until approved by the Engineer or his representative. Structure shall be paid on a per linear foot basis.

PIPE REMOVAL

All pipe removal will be considered waste material and will be the responsibility of the Contractor to remove to the waste site. If Contractor replaces any length of old drainage pipe (RCP, CP or CSP) with new pipe at same length, grade, elevation and location, then the old pipe being removed will be incidental to the work. If old pipe is not being replaced, then payment will be per unit price and include removal to the waste site.

SAW AND SEAL CONCRETE CRACKING

Cracking in curb and gutter shall be sawed, cleaned of all debris and sealed with an approved sealant. This work shall be performed on sections of curb and gutter not required to be removed and replaced.

Measurement and Payment

Payment will be made under:

Pay Item	Pay Unit
Saw and Seal Concrete Repairs	LF

CONCRETE EXPANSION JOINT REPAIR AND RE-SEAL

All failing expansion joints in curb and gutter shall be cleaned of all debris and re-sealed using an approved sealant.

Measurement and Payment

Payment will be made under:

Pay Item	Pay Unit
Concrete Repairs to Expansion Joints	LF

INCIDENTAL CONCRETE REPAIRS

Any miscellaneous work not covered under any other line item in the contract, including but not limited to special situations like reworking existing drainage boxes, repair of non-standard items, and so forth may be paid for by the man-hour under this line item. The scope of work to be performed under this line item shall be on an as needed basis and as mutually agreed upon by the Engineer and the Contractor. The Engineer

and Contractor shall mutually discuss any situation where this pay item is to be used prior to the performance of said work. The Engineer and the Contractor shall agree on an approximate number of man-hours (MHR) that will be satisfactory to the VOM and the Contractor to complete this work before work on the item begins. This pay item shall not be used to perform significant amounts of work which would instead require negotiation of a supplemental agreement. It shall also not be used to supplement any other pay item, where payment of the item at the contract unit price is understood to include all labor and incidentals to perform the work as described elsewhere in this proposal or in the NCDOT Standard Specifications.

Measurement and Payment

Payment will be made under:

Pay Item	Pay Unit
Incidental Concrete Repairs.....	MHR

PIPE VIDEO

The Contractor shall perform a video inspection of pipe using NASSCO certified personnel. The camera shall be situated at the centerline of the pipe and shall be mounted on a rubber tired or tracked pipe rover that allows for a 360-degree inspection. Inspection equipment shall be capable of measuring protrusions and obstructions of ½ inch or greater. Provide a pipe profile, on which deflections that may affect the installation of the liner are located and noted. The inspection shall be performed in the presence of the Engineer, unless waived by the Engineer. Dewater the host pipe to the satisfaction of the Engineer, and in accordance with NCDOT Best Management Practices for Construction and Maintenance Activities. A thorough culvert inspection is required to determine the number of existing “pipe to pipe” connections and the extent, if any, of obstruction removal and voids. The inspection shall be performed by experienced personnel trained in locating breaks, obstacles, voids and service connections. Video inspections shall be clearly labeled on the media with the time, date, and location of the pipe inspected. A copy of the video inspection shall be furnished to the Engineer at least 10 days after the inspection has been conducted.

Measurement and Payment

Payment will be made under:

Pay Item	Pay Unit
Pipe Video.....	LF

POSTED WEIGHT LIMITS

The contractor's attention is directed to the fact that some Primary and Secondary Roads and bridges may be posted with weight limits less than the legal limit. The Contractor will not be allowed to exceed the posted weight limits in transporting materials and/or equipment to the projects, unless otherwise indicated below. The Contractor should make a thorough examination of all projects and haul routes and be prepared to avoid such places.

RESTRICTED LOAD LIMITS

The Contractor's attention is directed to the fact that he may be required to haul reduced tonnage on some roads, in subdivisions, or in other areas as directed by the Engineer. See Article 105-15 of the Standard Specifications. Any extra cost incurred will be considered incidental to the pay items involved.

DRIVEWAYS AND PRIVATE PROPERTY

The Contractor shall maintain access to driveways for all residents and property owners throughout the life of the project.

HIGH STRENGTH CONCRETE FOR DRIVEWAYS

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

848

SP10 R02

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

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

MATERIALS

(2-21-12) (Rev. 1-21-14)

1000, 1005, 1024, 1050, 1056, 1074, 1078, 1080, 1081, 1086, 1084, 1087, 1092

SP10 R01

Revise the *2018 Standard Specifications* as follows:

Page 10-1, Article 1000-1, DESCRIPTION, lines 9-10, replace the last sentence of the first paragraph with the following:

Type IL, IP, IS or IT blended cement may be used instead of Portland cement.

Page 10-1, Article 1000-1, DESCRIPTION, line 14, add the following:

Use materials which do not produce a mottled appearance through rusting or other staining of the finished concrete surface.

Page 10-1, Article 1000-2, MATERIALS, line 16, add the following to the table of item references:

Item
Type IL Blended Cement

Section
1024-1

Page 10-5, Table 1000-1, REQUIREMENTS FOR CONCRETE, replace with the following:

TABLE 1000-1 REQUIREMENTS FOR CONCRETE											
Class of Concrete	Min. Comp. Strength at 28 days	Maximum Water-Cement Ratio				Consistency Max. Slump		Cement Content			
		Air-Entrained Concrete		Non Air-Entrained Concrete		Vibrated	Non-Vibrated	Vibrated		Non-Vibrated	
		Rounded Aggregate	Angular Aggregate	Rounded Aggregate	Angular Aggregate			Min.	Max.	Min.	Max.
Units	psi					inch	inch	lb/cy	lb/cy	lb/cy	lb/cy
AA	4,500	0.381	0.426	-	-	3.5	-	639	715	-	-
AA Slip Form	4,500	0.381	0.426	-	-	1.5	-	639	715	-	-
Drilled Pier	4,500	-	-	0.450	0.450	-	5-7 dry 7-9 wet	-	-	640	800
A	3,000	0.488	0.532	0.550	0.594	3.5	4	564	-	602	-
B	2,500	0.488	0.567	0.559	0.630	2.5	4	508	-	545	-
B Slip Formed	2,500	0.488	0.567	-	-	1.5	-	508	-	-	-
Sand Lightweight	4,500	-	0.420	-	-	4	-	715	-	-	-
Latex Modified	3,000 7 day	0.400	0.400	-	-	6	-	658	-	-	-
Flowable Fill excavatable	150 max. at 56 days	as needed	as needed	as needed	as needed	-	Flow-able	-	-	40	100
Flowable Fill non-excavatable	125	as needed	as needed	as needed	as needed	-	Flow-able	-	-	100	as needed
Pavement	4,500 design, field 650 flexural, design only	0.559	0.559	-	-	1.5 slip form 3.0 hand place	-	526	-	-	-
Precast	See Table 1077-1	as needed	as needed	-	-	6	as needed	as needed	as needed	as needed	as needed
Prestress	per contract	See Table 1078-1	See Table 1078-1	-	-	8	-	564	as needed	-	-

23, Table 1005-1, AGGREGATE GRADATION-COARSE AGGREGATE, replace with the following:

TABLE 1005-1 AGGREGATE GRADATION - COARSE AGGREGATE														
Percentage of Total by Weight Passing														
Std. Size #	2"	1 1/2"	1"	3/4"	1/2"	3/8"	#4	#8	#10	#16	#40	#200	Remarks	
4	100	90-100	20-55	0-15	-	0-5	-	-	-	-	-	-	A	Asphalt Plant Mix
67 M	100	95-100	-	35-70	-	0-30	0-5	-	-	-	-	-	A	Asphalt Plant Mix
5	-	100	90-100	20-55	0-10	0-5	-	-	-	-	-	-	A	AST, Sediment Control Stone
57	-	100	95-100	-	25-60	-	0-10	0-5	-	-	-	-	A	AST, Str. Concrete, Shoulder Drain, Sediment Control Stone
7 M	-	100	95-100	-	25-45	-	0-10	0-5	-	-	-	-	A	AST, Concrete Pavement
M	-	-	100	90-100	20-55	0-20	0-8	-	-	-	-	-	A	AST
67	-	-	100	90-100	-	20-55	0-10	0-5	-	-	-	-	A	AST, Str. Concrete, Asphalt Plant Mix
8 M	-	-	-	100	98-100	75-100	20-45	0-15	-	-	-	-	A	Asphalt Plant Mix, AST, Str. Conc, Weep Hole Drains
4 M	-	-	-	-	-	100	35-70	5-20	-	0-8	-	-	A	Asphalt Plant Mix, AST, Weep Hole Drains, Str. Concrete
9	-	-	-	-	-	100	85-100	10-40	-	0-10	-	-	A	AST
ABC	-	100	75-97	-	55-80	-	35-55	-	25-45	-	14-30	4-12 ^B		Aggregate Base Course, Aggregate Stabilization
ABC M	-	100	75-100	-	45-79	-	20-40	-	0-25	-	-	0-12 ^B		Maintenance Stabilization
Light-weight ^C	-	-	-	-	100	80-100	5-40	0-20	-	0-10	-	0-2.5		AST

A. See Subarticle 1005-⁴A

B. See Subarticle 1005-⁴B

C. For Lightweight Aggregate used in Structural Concrete, see Subarticle 1014-2(E)(6).

Page 10-46, Article 1024-1, PORTLAND CEMENT, line 33, add the following as the ninth paragraph:

Use Type IL blended cement that meets AASHTO M 240, except that the limestone content is limited to between 5 and 12% by weight and the constituents shall be interground. Class F fly ash can replace a portion of Type IL blended cement and shall be replaced as outlined in Sub article 1000-4(I) for Portland cement. For mixes that contain cement with alkali content between 0.6% and 1.0% and for mixes that contain a reactive aggregate documented by the Department, use a pozzolan in the amount shown in Table 1024-1.

65, Article 1050-1, GENERAL, line 41, replace the first sentence with the following:

All fencing material and accessories shall meet Section 106.

Page 10-73, Article 1056-1 DESCRIPTION, lines 7-8, delete the first sentence of the second paragraph and replace with the following:

Use geotextile fabrics that are on the NCDOT Approved Products List.

Page 10-73, Article 1056-2 HANDLING AND STORING, line 17, replace “mechanically stabilized earth (MSE) wall faces” with “temporary wall faces”.

TABLE 1056-1 GEOTEXTILE REQUIREMENTS						
Property	Requirement (MARV^A)					Test Method
	Type 1	Type 2	Type 3^B	Type 4	Type 5^C	
<i>Typical Application</i>	<i>Shoulder Drains</i>	<i>Under Rip Rap</i>	<i>Temporary Silt Fence</i>	<i>Soil Stabilization</i>	<i>Temporary Walls</i>	
Elongation (MD & CD)	≥ 50%	≥ 50%	≤ 25%	< 50%	< 50%	ASTM D4632
Grab Strength (MD & CD)	Table 1 ^D , Class 3	Table 1 ^D , Class 1	100 lb	Table 1 ^D , Class 3	-	ASTM D4632
Tear Strength (MD & CD)			-		-	ASTM D4533
Puncture Strength			-		-	-
Ultimate Tensile Strength (MD & CD)	-	-	-	-	2,400 lb/ft (unless required otherwise in the contract)	ASTM D4595
Permittivity	Table 2 ^D , 15% to 50% <i>in Situ</i> Soil Passing No. 200 ^E		Table 7 ^D	Table 5 ^D	0.20 sec ⁻¹	ASTM D4491
Apparent Opening Size					No. 30 ^E	ASTM D4751
UV Stability (Retained Strength)					70%	ASTM D4355

Page 10-74, TABLE 1056-1 GEOTEXTILE REQUIREMENTS, replace table with the following:

- A.** MARV does not apply to elongation
- B.** Minimum roll width of 36" required
- C.** Minimum roll width of 13 ft required
- D.** AASHTO M 288
- E.** US Sieve No. per AASHTO M 92

115, Sub article 1074-7(B), Gray Iron Castings, lines 10-11, replace with the first two sentences with the following:

Supply gray iron castings meeting all facets of AASHTO M 306 excluding proof load. Proof load testing will only be required for new casting designs during the design process, and conformance to M306 loading (40,000 lbs.) will be required only when noted on the design documents.

Page 10-126, Table 1078-1, REQUIREMENTS FOR CONCRETE, replace with the following:

TABLE 1078-1 REQUIREMENTS FOR CONCRETE		
Property	28 Day Design Compressive Strength 6,000 psi or less	28 Day Design Compressive Strength greater than 6,000 psi
Maximum Water/Cementitious Material Ratio	0.45	0.40
Maximum Slump without HRWR	3.5"	3.5"
Maximum Slump with HRWR	8"	8"
Air Content (upon discharge into forms)	5 + 2%	5 + 2%

Page 10-151, Article 1080-4 Inspection and Sampling, lines 18-22, replace (B), (C) and (D) with the following:

(B) At least 3 panels prepared as specified in 5.5.10 of AASHTO M 300, Bullet Hole Immersion Test.

(C) At least 3 panels of 4"x6"x1/4" for the Elcometer Adhesion Pull Off Test, ASTM D4541.

(D) A certified test report from an approved independent testing laboratory for the Salt Fog Resistance Test, Cyclic Weathering Resistance Test, and Bullet Hole Immersion Test as specified in AASHTO M 300.

(E) A certified test report from an approved independent testing laboratory that the product has been tested for slip coefficient and meets AASHTO M253, Class B.

Page 10-161, Sub article 1081-1(A) Classifications, lines 29-33, delete first 3 sentences of the description for Type 2 and replace with the following:

Type 2 - A low-modulus, general-purpose adhesive used in epoxy mortar repairs. It may be used to patch spalled, cracked or broken concrete where vibration, shock or expansion and contraction are expected.

Page 10-162, Sub article 1081-1(A) Classifications, lines 4-7, delete the second and third sentences of the description for Type 3A. **Lines 16-22** delete Types 6A, 6B and 6C.

Page 10-162, sub article 1081-1(B) Requirements, lines 26-30, replace the second paragraph with the following:

For epoxy resin systems used for embedding dowel bars, threaded rods, rebar, anchor bolts and other fixtures in hardened concrete, the manufacturer shall submit test results showing that the bonding system will obtain 125% of the specified required yield strength of the fixture. Furnish certification that, for the particular bolt grade, diameter and embedment depth required, the anchor system will not fail by adhesive failure and that there is no movement of the anchor bolt. For certification and anchorage, use 3,000 psi as the minimum Portland cement concrete compressive strength used in this test. Use adhesives that meet Section 1081.

List the properties of the adhesive on the container and include density, minimum and maximum temperature application, setting time, shelf life, pot life, shear strength and compressive strength.

Page 10-163, Table 1081-1 Properties of Mixed Epoxy Resin Systems, replace table with the following:

Table 1081-1 Properties of Mixed Epoxy Resin Systems							
Property	Type 1	Type 2	Type 3	Type 3A	Type 4A	Type 4B	Type 5
Viscosity-Poises at 77°F ± 2°F	Gel	10-30	25-75	Gel	40-150	40-150	1-6
Spindle No.	-	3	4	--	4	4	2
Speed RPM	-	20	20	--	10	10	50
Pot Life (Minutes)	20-50	30-60	20-50	5-50	40-80	40-80	20-60
Minimum Tensile Strength at 7 days (psi)	1,500	2,000	4,000	4,000	1,500	1,500	4,000
Tensile Elongation at 7 days (%)	min.	min.	2-5	2-5	5-15	5-15	2-5
Min. Compressive Strength of 2" mortar cubes at 24 hours	5,000 Neat	4,000-	6,000-	5,000 Neat	3,000	3,000	6,000
Min. Compressive Strength of 2" mortar cubes at 7 days	5,000 Neat	-	-	-	-	5,000	-
Maximum Water Absorption (%)	1.5	1.0	1.0	1.5	1.0	1.0	1.0
Min. Bond Strength Slant Shear Test at 14 days (psi)	1,500	1,500	2,000	2,000	1,500	1,500	1,500

Page 10-164, Subarticle 1081-1(E) Prequalification, lines 31-33, replace the second sentence of the first paragraph with the following:

Manufacturers choosing to supply material for Department jobs must submit an application through the Value Management Unit with the following information for each type and brand name:

Page 10-164, Subarticle 1081-1(E)(3), line 37, replace this sub article with the following:

(3) Type of the material in accordance with Articles 1081-1 and 1081-4,

Page 10-165, Subarticle 1081-1(E)(6), line 1, in the first sentence of the first paragraph replace “AASHTO M 237” with “the specifications”.

Page 10-165, Subarticle 1081-1(E) Prequalification, line 9-10, delete the second sentence of the last paragraph.

Page 10-165, Subarticle 1081-1(F) Acceptance, line 14, in the first sentence of the first paragraph replace “Type 1” with “Type 3”.

Page 10-169, Subarticle 1081-3(G) Anchor Bolt Adhesives, delete this subarticle.

Page 10-170, Article 1081-3 Hot Bitumen, line 9, add the following at the end of Section 1081:

1081-4 EPOXY RESIN ADHESIVE FOR BONDING TRAFFIC MARKINGS

(A) General

This section covers epoxy resin adhesive for bonding traffic markers to pavement surfaces.

(B) Classification

The types of epoxies and their uses are as shown below:

Type I – Rapid Setting, High Viscosity, Epoxy Adhesive. This type of adhesive provides rapid adherence to traffic markers to the surface of pavement.

Type II – Standard Setting, High Viscosity, Epoxy Adhesive. This type of adhesive is recommended for adherence of traffic markers to pavement surfaces when rapid set is not required.

Type III – Rapid Setting, Low Viscosity, Water Resistant, Epoxy Adhesive. This type of rapid setting adhesive, due to its low viscosity, is appropriate only for use with embedded traffic markers.

Type IV – Standard Set Epoxy for Blade Deflecting-Type Plowable Markers.

(C) Requirements

Epoxies shall conform to the requirements set forth in AASHTO M 237.

(D) Prequalification

Refer to Subarticle 1081-1(E).

(E) Acceptance

Refer to Subarticle 1081-1(F).

Page 10-173, Article 1084-2 STEEL SHEET PILES, lines 37-38, replace first paragraph with the following:

Steel sheet piles detailed for permanent applications shall be hot rolled and meet ASTM A572 or ASTM A690 unless otherwise required by the plans. Steel sheet piles shall be coated as required by the plans. Galvanized sheet piles shall be coated in accordance with Section 1076. Metallized sheet piles shall be metallized in accordance to the Project Special Provision “Thermal Sprayed Coatings (Metallization)” with an 8 mil, 99.9% aluminum alloy coating and a 0.5 mil seal coating. Any portion of the metallized sheet piling encased in concrete shall receive a barrier coat. The barrier coat shall be an approved waterborne coating with a low viscosity which readily absorbs into the pores of the aluminum thermal sprayed coating. The waterborne coating shall be applied at a spreading rate that results in a theoretical 1.5 mil dry film thickness. The manufacturer shall issue a letter of certification that the resin chemistry of the waterborne coating is compatible with the 99.9% aluminum thermal sprayed alloy and suitable for tidal water applications.

Page 10-174, Subarticle 1086-1(B)(1) Epoxy, lines 18-24, replace this subarticle with the following:

The epoxy shall meet Article 1081-4.

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

Page 10-175, Subarticle 1086-2(E) Epoxy Adhesives, line 27, replace "Section 1081" with "Article 1081-4".

Page 10-177, Subarticle 1086-3(E) Epoxy Adhesives, line 22, replace "Section 1081" with "Article 1081-4".

Page 10-179, Subarticle 1087-4(A) Composition, lines 39-41, replace the third paragraph with the following:

All intermixed and drop-on glass beads shall not contain more than 75 ppm arsenic or 200 ppm lead.

Page 10-180, Subarticle 1087-4(B) Physical Characteristics, line 8, replace the second paragraph with the following:

All intermixed and drop-on glass beads shall comply with NCGS § 136-30.2 and 23 USC § 109(r).

Page 10-181, Subarticle 1087-7(A) Intermixed and Drop-on Glass Beads, line 24, add the following after the first paragraph:

Use X-ray Fluorescence for the normal sampling procedure for intermixed and drop-on beads, without crushing, to check for any levels of arsenic and lead. If any arsenic or lead is detected, the sample shall be crushed and repeat the test using X-ray Fluorescence. If the X-ray Fluorescence test shows more than a LOD of 5 ppm, test the beads using United States Environmental Protection Agency Method 6010B, 6010C or 3052 for no more than 75 ppm arsenic or 200 ppm lead.

TABLE 1092-3
MINIMUM COEFFICIENT OF RETROREFLECTION FOR NC GRADE A
(Candelas Per Lux Per Square Meter)

Observation Angle, degrees	Entrance Angle, degrees	White	Yellow	Green	Red	Blue	Fluorescent Yellow Green	Fluorescent Yellow
0.2	-4.0	525	395	52	95	30	420	315
0.2	30.0	215	162	22	43	10	170	130
0.5	-4.0	310	230	31	56	18	245	185
0.5	30.0	135	100	14	27	6	110	81
1.0	-4.0	120	60	8	16	3.6	64	48
1.0	30.0	45	34	4.5	9	2	36	27

1092-3 Minimum Coefficient of Retroreflection for NC Grade A with the following:

WORK ZONE TRAFFIC CONTROL GENERAL REQUIREMENTS

TEMPORARY TRAFFIC CONTROL (TTC):

(7-16-13) (Rev. 2-18-14)

RWZ-1

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

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

Refer to attached details and Standard Drawing No. 1101.02, 1101.03, 1101.04, 1101.05, 1101.11, 1110.01, 1110.02, 1115.01, 1130.01, 1135.01, 1145.01, 1150.01, 1165.01, and 1180.01 of the *2018 Roadway Standard Drawings* when closing a lane of travel in a stationary work zone such as pavement patching resurfacing, or pavement marking removal. Properly ballasted cones and skinny drums may be used instead of drums. However, drums are required for the upstream taper

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

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

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

TRAFFIC OPERATIONS:

1) Drop-Off Requirements and Time Limitations:

Do not exceed a difference of 2 inches in elevation between open lanes of traffic for nominal lifts of 1.5 inches

During a resurfacing only operation, bring all newly resurfaced lanes to the same elevation within 72 hours for nominal lifts of 1.5 inches or less of asphalt course and by the end of each work day for nominal lifts of greater than 1.5 inches of asphalt course

Backfill at a 6:1 slope up to the edge and elevation of existing pavement in areas adjacent to an open travel lane that has an edge of pavement drop-off as follows:

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

(B) Drop-off that exceeds 3 inches on roadways with posted speed limit less than 45 mph.

For drop-offs that exceed the above requirements, backfill the unacceptable drop-off with suitable compacted material, as approved by the Engineer. The material, equipment and labor associated with this operation will be at no expense to the Village. This work is not considered part of shoulder reconstruction.

2) Project Requirements:

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

1. Before working on ANY MAP, the Contractor shall submit a written construction sequence for traffic control and construction lighting for ALL MAPS to the Engineer at the first pre-construction meeting and the sequence must be approved before closing a lane of traffic.
2. Coordinate the installation of items required by the contract documents and resurfacing operations such that these operations are completed in the order as agreed upon with the Engineer at the first pre-construction meeting. Refer to the Provisions, Typicals and Details unless otherwise directed by the Engineer.
3. Once the Contractor has started work at a location, the Contractor should prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance unless determined otherwise by the Engineer.
4. Obtain written approval of the Engineer before working in more than one location or setting up additional lane closures.
5. Mainline pavement shall not be left milled, unmarked or uneven at the end of a paving season. If the Contractor begins any map and does not complete within the seasonal restrictions, including placement of final pavement markings and/or permanent markers, the Contractor shall be responsible for, at his expense, paint per Subarticle 1205-8(C) and temporary markers per Section 1251 of the *2018 Standard Specifications*.
6. Contractor shall mill and pave lanes in an order such that water shall not accumulate.
7. Traffic Control for the milling and/or paving of ramps is to be done according to Standard Drawing Number 1101.02, Sheets 9 & 10 unless otherwise approved to be closed by the Engineer. If approved, Contractor will provide plans and devices for the detour at no additional cost to the Village.
8. If lane closure restrictions apply, see Special Provision, "Intermediate Contract Times and Liquidated Damages".

Notify the Engineer 15 consecutive calendar days before resurfacing a bridge or its approaches. Patch and make repairs to bridge surface and its approaches before resurfacing occurs. Coordinate all operations on the bridge and its approaches with the Engineer.

Notify the Engineer 48 hours before resurfacing the areas of existing pavement that require patching. Patch these areas before resurfacing occurs. Allow full depth asphalt patching to cool to the point of supporting traffic without displacement or rutting before reopening closed lane. Coordinate the resurfacing operations of the patched areas with the Engineer.

Notify the Engineer 48 hours before milling or resurfacing will interfere with the existing Signal Loops. Loops may need to be placed in milled surface before resurfacing occurs. Coordinate all signal loop operations with the Engineer.

For partial or wheel track milling operations on two-way, two-lane facilities, mill and pave back by the end of each work day. For Partial or wheel track milling operation on multi-lane facilities, the lane being milled may be left closed and paved back within 72 hours.

The following options are available during Resurfacing and milling operations on two-way, two-lane facilities when the entire roadway or entire lane is to be milled:

- (A) Mill a single lane and pave back by the end of each work day.
- (B) Mill the entire width of roadway and pave back within 72 hours.

The following options are available during Resurfacing and milling operations on multi-lane facilities when all lanes or a single lane in one direction are to be milled:

- (A) Mill a single lane and pave back by the end of each work day.
- (B) Mill the entire width of pavement for all lanes to be milled in any direction daily and pave back within 72 hours.

If milled areas as described in option (B) are not paved back within 72 hours, the Contractor is to furnish and install the following portable signs to warn drivers of the conditions. These are to include, but not limited to “Rough Road” (W8-8), “Uneven Lanes” (W8-11), and “Grooved Pavement” (W8-15) w/ Motorcycle Plaque mounted below. These are to be dual indicated on Multi-Lane Roadways with speed limits 45 mph and greater where lateral clearance can be obtained within the median areas. These portable signs are incidental to the other items of work included in the temporary traffic control (Lump Sum) pay item.

Slope the pavement at the beginning and ending of the daily milling operation as directed by the Engineer. Sweep and remove all milled material from the roadway as soon as the daily milling operation is completed. Continue milling operations until the particular section of roadway being milled is complete. Remove any existing pavement adjacent to the milled area that has been damaged and replace with patch material as directed by the Engineer.

Operate equipment and conduct operations in the same direction as the flow of traffic. Maintain vehicular access in accordance with Article 1101-05 of the *2018 Standard Specifications* using suitable backfill material approved by the Engineer.

Provide appropriate lighting in accordance with Section 1413 of the *2018 Standard Specifications*.

Review and record the existing pavement markings and markers prior to resurfacing. Use the record of existing pavement markings and markers in accordance with the *2018 Roadway Standard Drawings* to identify “no passing zones” and to re-establish the proposed pavement markings and markers unless otherwise directed by the Engineer.

Remove existing pavement markers in preparation for paving. Repair any pavement damage due to existing pavement marker removal prior to the end of the work day. Dispose of existing pavement markers as directed by the Engineer. No direct payment will be made for this work, as it will be incidental to the paving operation.

3) Work Zone Signing:

Description

Install advance/general warning work zone signs according to the Detail Drawing provided in these plans prior to beginning of work. Install and maintain signing in accordance with the attached drawings and Divisions 11 and 12 of the *2018 Standard Specifications*.

(B) Lane Closure Work Zone Signs

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

4) Measurement and Payment:

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

The work of satisfactorily installing and removing work zone advance and/or general warning signs, including, but not limit to, furnishing, locating, installing, covering, uncovering and removing stationary signs will be measured for each required sign and paid at the contract price for Work Zone Advance/General Warning Signing (SF). Payment for Work Zone Advance/General Warning Signing will be limited to a maximum of 90% of the total installed quantity. The remaining 10% will be paid once all signs have been removed.

The Lump Sum price for Temporary Traffic Control will include the work of four (4) flaggers per operation per map being utilized at the same time on any day. If a pilot vehicle is used for an operation, the Lump Sum Price for Temporary Traffic Control will include the work of five (5) flaggers. The operator of a pilot vehicle will be considered one of the five flaggers. Payment will be made per hour at a rate of \$20.00 per hour for each flagger over the included amount (four or five) that is approved by the Engineer as Supplemental Flagging.

Payment will be made under:

NOTE: All Traffic Control in this contract will be incidental to various other pay items in this contract, no direct payment will be made for any Traffic Control Items.

PROSECUTION OF WORK

(7-1-95) (Rev. 1-2-14)

108

SP1 G15R

The Contractor will be required to prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance of the project. The Contractor will not be permitted to suspend his operations except for reasons beyond his control or except where the Engineer has authorized a suspension of the Contractor's operations in writing.

In the event that the Contractor's operations are suspended in violation of the above provisions, the sum of **\$ 500.00** will be charged the Contractor for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages due to extra engineering and maintenance costs and due to increased public hazard resulting from a suspension of the work. Liquidated damages chargeable due to suspension of the work will be additional to any liquidated damages that may become chargeable due to failure to begin the work on time.

STANDARD SPECIAL PROVISIONS

PLANT AND PEST QUARANTINES

(Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds)

(3-18-03) (Rev. 10-15-13)

Z-04a

Within Quarantined Area

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

Originating in a Quarantined County

Obtain a certificate or limited permit issued by the N.C. Department of Agriculture/United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or <http://www.ncagr.gov/plantind/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed or other noxious weeds.

MINIMUM WAGES

(7-21-09)

Z-5

FEDERAL: The Fair Labor Standards Act provides that with certain exceptions every employer shall pay wages at the rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

STATE: The North Carolina Minimum Wage Act provides that every employer shall pay to each of his employees, wages at a rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all skilled labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all intermediate labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all unskilled labor on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

This determination of the intent of the application of this act to the contract on this project is the responsibility of the Contractor.

The Contractor shall have no claim against the VOM for any changes in the minimum wage laws, Federal or State. It is the responsibility of the Contractor to keep fully informed of all Federal and State Laws affecting his contract.

LIMITED LIABILITY COMPANY

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 *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide 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.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. 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.

SIGNATURE OF CONTRACTOR

Full Name of Firm

Address as Prequalified

Signature of Witness

Signature of Member/Manager/Authorized Agent
Select appropriate title

Print or type Signer's name

Print or type Signer's Name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

_____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

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 *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide 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.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. 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.

SIGNATURE OF CONTRACTOR

Name of Contractor

Individual name

Trading and doing business as

Full name of Firm

EXECUTION OF BID

Address as Prequalified

Signature of Witness

Signature of Contractor, Individually

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

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

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

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 *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide 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.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. 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.

SIGNATURE OF CONTRACTOR

Name of Contractor

Print or type Individual name

Address as Prequalified

Signature of Contractor, Individually

Print or type Signer's Name

Signature of Witness

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

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

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Municipality if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Municipality or has become erroneous because of changed circumstances.
2. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Municipality project representative.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in Municipal contracts, unless authorized by the Municipality.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Municipality, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Municipality may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

Check here if an explanation is attached to this certification.

MBE Form 1

ATTACH TO BID ATTACH TO BID ATTACH TO BID ATTACH TO BID

Village of Marvin
“GOOD FAITH EFFORT”

COUNTY OF _____

AFFIDAVIT OF _____
(Name of Bidder)

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

(A minimum of 5 areas must be checked Yes in order to have achieved a “good faith effort”)

(Y/N)

- _____ (1) Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed.
- _____ (2) Making the construction plans, specifications and requirements available for review by prospective minority businesses or providing these documents to them at least 10 days before the bid or proposals are due.
- _____ (3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation.
- _____ (4) Working with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- _____ (5) Attending any probed meetings scheduled by the public owner.
- _____ (6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors.
- _____ (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 minority business based on lack of qualification should have the reasons documented writing.
- _____ (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 is required. Assisting minority businesses in obtaining the same unit pricing with the bidder’s suppliers in order to help minority businesses in establishing credit.

MBE Form 2

_____ (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.

_____ (10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

In accordance with GS143-128.2(d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

[Seal] Title: _____

State of North Carolina,

County of _____

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

Notary Public _____

My commission expires _____

MBE Form 2

ATTACH TO BID ATTACH TO BID ATTACH TO BID ATTACH TO BID

Village of Marvin

**Intent to Perform Contract
With Own Workforce**

County of _____

Affidavit of _____
(Name of Bidder)

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

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

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

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

[Seal] Title: _____

State of North Carolina

County of _____

Subscribed and sworn to before me

this _____ day of _____, 20____.

Notary Public _____

My commission expires. _____

MBE Form 3

Village of Marvin

**-Portion of the Work to be
Performed by Minority Firms**

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

If the portion of the work is to be executed by minority businesses as defined in GS 143-128.2 (g) is equal to or greater than 5% of the bidders total contract price, then the bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within 72 hours after notification of being low bidder.

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

(Project Name)

Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises. Minority Businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required.

Name and Phone Number	*Minority Category	Work Description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**), American Indian (**I**), Female (**F**), Socially and Economically Disadvantaged (**D**)

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

MBE Form 4

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

[Seal] Title: _____

State of North Carolina,

County of _____

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

Notary Public _____

My commission expires _____

MBE Form 4

Village of Marvin

-Good Faith Efforts

If the contract for goal participation by minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts.

Affidavit of: _____
(Bidder)

I do certify the attached documentation as true and accurate representation of my good faith efforts.

Minority firms contacted by Bidder
(Attach additional sheets if required.)

Name and Phone Number	*Minority Category	Work Description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**), American Indian (**I**), Female (**F**), Socially and Economically Disadvantaged (**D**)

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

- A. Copies of solicitation for quotes to at least three (3) minority business firms from the source listed provided for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contract, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster.
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority businesses in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

MBE Form 5

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

Date: _____

Name of Authorized Officer: _____

Signature: _____

[Seal]

Title: _____

State of North Carolina,

County of _____

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

Notary Public _____

My commission expires _____

MBE Form 5

Village of Marvin

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application#: _____ Period: _____

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

Firm Name	*Minority Category	Payment Amount	Owner Use Only

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**), American Indian (**I**), Female (**F**), Socially and Economically Disadvantaged (**D**)

Date: _____

Approved/Certified By: _____
Name

Title

Signature

****THIS DOCUMENT MUST BE SUMITTED WITH EACH PAY REQUEST & FINAL PAYMENT**

MBE Form 6
DISPUTE RESOLUTION REQUIREMENTS

**DISPUTE RESOLUTION REQUIREMENTS (“Requirements”)
FOR CERTAIN VILLAGE OF MARVIN CONTRACTS**

In accordance with N.C.G.S. § 143-128 (f1), these Requirements establish the dispute resolution process for all Village building construction projects that cost over \$300,000, exclusive of land acquisition and design costs (“Eligible Projects”).

This dispute resolution process will be available to all parties involved in the Village’s Eligible Projects, including the Village, the architect, the Project Architect, the contractors, and the first-tier and lower-tier subcontractors. Therefore, it is the Village’s policy that the following clauses are hereby made part of all contracts executed by the Village on Eligible Projects.

1. It is understood and agreed that NCGS 143-128(g-h) requires that disputes arising under an agreement for the erection, construction, alteration or repair of a building be subject to a dispute resolution process specified by the owner. In compliance with this statutory provision, the Village specifies this Article as the dispute resolution process to be used on this Project. It is further understood and agreed that this dispute resolution process is based on non-binding mediation and will only be effective to the extent that the Parties to any mediated dispute participate in the mediation in good faith. It is also understood and agreed that the Village is under no obligation under any circumstance to secure or enforce the participation of any other Party in the mediation of any dispute subject to this Article and GS 143-128(g-h).
2. Any dispute arising between or among the Parties listed in Section 4 of this Article that arises from an agreement to construct the Project, including without limitation a breach of such agreement, shall be subject to mediation mutually agreed upon by both parties. The mediation provided in this Article shall be used pursuant to this Agreement and GS 143-128(g-h) and is in lieu of any dispute resolution process adopted by the North Carolina State Building Commission, which process shall not apply to this Project.
3. For purposes of this Article the following definitions shall apply:
Construct or construction refers to and includes the erection, construction, alteration or repair of the Eligible Project; and
Party or Parties refers to the parties listed in Section 4 of this Article.
4. The Village and any Party contracting with the Village or with any first-tier or lower-tier subcontractor for the construction of the Eligible Project agree to participate in good faith in any mediation of a dispute subject to this Article and GS 143-128(g-h), including without limitation the following Parties (if any): architect(s), engineer(s), surveyor(s), Project Architect, Project Architect at risk, prime contractor(s), surety(ies), subcontractor(s), and supplier(s).
5. In order to facilitate compliance with GS 143-128(g-h), all Parties shall include this Article in every agreement to which it (any of them) is a Party for the Eligible Project without variation or exception. Failure to do so will constitute a breach of contract, and the Party failing to include this Article in any agreement required by this Article shall indemnify and hold harmless the remaining Parties from and against any and all claims, including without limitation reasonable attorney fees

and other costs of litigation, arising in any manner from such breach. Notwithstanding the foregoing provisions of this Section, it is expressly understood and agreed that the Parties are intended to be and shall be third-party beneficiaries of the provisions of this Article and can enforce the provisions hereof.

6. a. The following disputes are not subject to mediation:
 - i. A dispute seeking a non-monetary recovery; and
 - ii. A dispute seeking a monetary recovery of \$15,000 or less.
- b. A dispute seeking the extension of any time limit set forth in an agreement to construct the Project shall be subject to mediation pursuant to this Article and GS 143-128(g-h), but only if the damages which would be suffered by the Party seeking the extension would exceed \$15,000 if the disputed extension is denied. To the extent that liquidated damages are set forth in such agreement as the measurement of damages for failure by such Party to meet such time limit, such liquidated damages shall be the exclusive standard for determining the amount of damages associated with such dispute.
7. For purposes of this Article, a dispute is limited to the recovery of monetary damages from the same transaction or occurrence against a single Party or two or more Parties alleged to be liable jointly, severally or in the alternative. Two or more disputes may not be consolidated or otherwise combined without the consent of all Parties to such disputes.
8. In addition to such matters as are required by the Rules, a request for mediation shall include the amount of the monetary relief requested.
9. Prior to requesting mediation, a Party must form a good faith belief that it is entitled under applicable law to recover the monetary amount to be included in the request from one or more of the remaining Parties. Such belief must be based on a reasonable and prudent investigation into the dispute that is the subject of the request. The request for mediation must be based on such investigation and may not include any amount or the name of any remaining Party, unless supported by such investigation and good faith belief by the Party requesting the mediation.
10. If a Party breaches any provision of Section 9, it shall indemnify and hold harmless all other Parties from any costs, including reasonable attorney fees and other costs of litigation, and damages incurred by such other Parties that arise from such breach.
11. All expenses incurred by a Party to a dispute in preparing and presenting any claim or defense at the mediation shall be paid by the Party. Such expenses include without limitation preparation and production of witnesses and exhibits and attorney fees. All other expenses of the mediation, including filing fees and required traveling and other expenses of the mediator, shall be borne as follows: one half by the Party requesting the mediation, with the remaining parties paying equal shares of the remaining expenses and costs; provided that, if the Village is named as a party to the mediation, the Village shall pay at least one-third of the mediation expenses and costs divided among the Parties. If more than one Party to a dispute requests a mediation, the mediation expenses and costs to be divided among the Parties shall be borne equally by the Parties to the dispute; provided that, if the Village is named as a party to the mediation, the Village shall pay at least one-third of the mediation expenses and costs divided among the Parties.
12. The mediation shall be held at a location agreeable to the mediator and all of the Parties; provided that, if no agreement can be reached, the mediation will be held at such location in Union County, as the mediator shall determine.
13. The provisions of this Article are subject to any other provision of this Agreement concerning the

submission, documentation and/or proof of any claim or dispute. Such other provisions shall apply in full force and shall be satisfied as a condition precedent to mediation pursuant to this Article.

14. The Parties understand and agree that mediation in accordance with this Article shall be a condition precedent to institution of any legal or equitable proceeding seeking monetary recovery based on any dispute that is subject to mediation pursuant to this Article.

**MINORITY BUSINESS ENTERPRISE, WOMEN BUSINESS AND DISABLED
ENTERPRISE**

It is the intent of the Village of Marvin to encourage participation by qualified disadvantaged businesses; Minority Business, Women Business and Disabled Business (as described in G.S. 136.28.4 and Executive Order No. 150) in the contracting for commodities and services. It is also the Village of Marvin's intent to ensure that equitable opportunities are afforded for their participation. If your company qualifies as one of the above, please check the appropriate space:

MINORITY BUSINESS () WOMEN'S BUSINESS () DISABLED BUSINESS ()

The contractor agrees and understands by signature below that this agreement does not constitute exclusive contract, and that the Village of Marvin may enter into other contracts as it deems necessary to fulfill the need for fully operated equipment.

Indicate the number of employees performing services within your company not including yourself:

This proposal and the Village of Marvin purchase order indicating its acceptance shall constitute the rental agreement as executed below:

COMPANY NAME:

(Type or Print)

TITLE OF PERSON SIGNING:

NAME OF PERSON SIGNING:

(Type or Print)

SIGNATURE:

(Authorized Company Representative)

EMAIL ADDRESS:

ADDRESS OF COMPANY:

(Street)

(City)

(State)

(Zip Code)

Telephone Number

Federal Tax I.D. Number

Social Security Number

WITNESSED BY: _____ DATE: _____

VILLAGE OF MARVIN BID FORM
MISCELLANEOUS CONCRETE CONTRACT

Line Item	Sec No.	Description	Quantity	Unit	Unit Price	Amount
1	SP	GENERIC MISCELLANEOUS ITEM ***INCIDENTAL CONCRETE REPAIRS	100	MHR		
2	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRS	100	TON		
3	300	FOUNDATION CONDITIONING GEO-TEXTILE	200	SY		
4	310	15" RC PIPE CULVERTS, CLASS III	40	LF		
5	310	18" RC PIPE CULVERTS, CLASS III	40	LF		
6	310	24" RC PIPE CULVERTS, CLASS III	40	LF		
7	340	PIPE REMOVAL	20	LF		
8	520	AGGREGATE BASE COURSE	100	TON		
9	545	INCIDENTAL STONE BASE	100	TON		
10	840	PIPE COLLARS	5	CY		
11	840	PIPE PLUGS	5	CY		
12	840	MASONRY DRAINAGE STRUCTURES	4	EA		
13	840	MASONRY DRAINAGE STRUCTURES	8	LF		
14	840	FRAME WITH TWO GRATES, STD 840.16	4	EA		
15	840	FRAME WITH TWO GRATES, STD 840.22	4	EA		
16	840	FRAME WITH TWO GRATES, STD 840.24	4	EA		
17	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE **	8	EA		
18	840	FRAME WITH COVER, STD 840.54	2	EA		
19	840	GENERIC DRAINAGE ITEM*****BRICK MANHOLE	2	EA		
20	840	GENERIC DRAINAGE ITEM*****CONCRETE APRON for DROP INLET	5	EA		
21	846	8" X 6" CONCRETE CURB	100	LF		
22	846	1'-6" CONCRETE CURB & GUTTER	100	LF		

23	846	CONCRETE VALLEY GUTTER	200	LF		
24	846	2'-6" CONCRETE CURB & GUTTER	100	LF		
25	848	4" CONCRETE SIDEWALK	200	SY		
26	848	6" CONCRETE SIDEWALK	100	SY		
27	SP	RETROFIT EXISTING CURB RAMPS	4	EA		
28	848	CONCRETE CURB RAMPS	4	EA		
29	848	6" CONCRETE DRIVEWAY	200	SY		
30	852	CONCRETE TRANSITIONAL SECTION FOR CATCH BASIN	3	EA		
31	852	CONCRETE TRANSITIONAL SECTION FOR DROP INLET	3	EA		
32	850	4" CONCRETE PAVED DITCH	150	SY		
33	852	5" MONOLITHIC CONCRETE ISLANDS (SURFACE MOUNTED)	100	SY		
34	852	5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)	100	SY		
35	825	SAW AND SEAL CONCRETE CRACKING	200	LF		
36	825	CONCRETE EXPANSION JOINT REPAIR	200	LF		
37	350	PIPE CLEAN OUT	10	EA		
38	1660	SEEDING & MULCHING	2	ACR		
39	SP	PIPE VIDEO	500	LF		

TOTAL BID FOR THE PROJECT:

CONTRACTOR _____ Federal ID No. _____

ADDRESS _____ Contr. License No. _____

Telephone No. _____

Vendor Number _____

Authorized Agent _____ Title _____

Signature _____ Date _____

Witness _____ Title _____

Signature _____ Date _____