CITY OF CHARLOTTE

GENERAL SERVICES

PROJECT MANUAL

FOR

Lawyers Road SW (Harri Ann to Chestnut)

PROJECT NUMBER:

PMES241808

BID NUMBER:

269-2026-219

CITY OF CHARLOTTE, NORTH CAROLINA

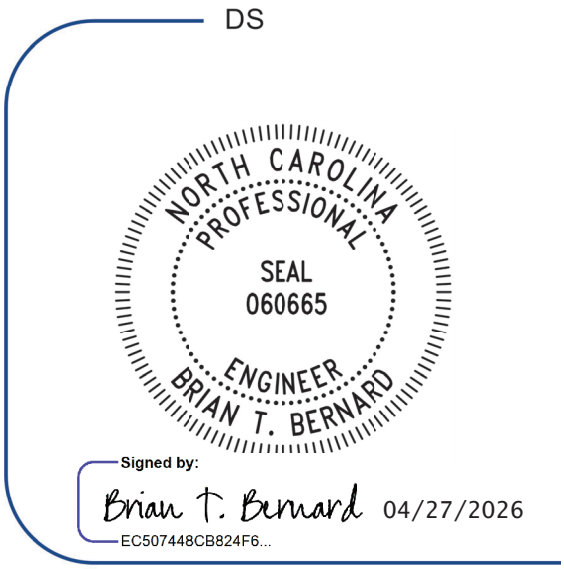
ADVERTISEMENT DATE: April 27, 2026

2024 NCDOT STANDARD SPECIFICATIONS

v.9-12-2024 (Bonfire Version)

PROFESSIONAL ENGINEER SEAL

(Project Special Provisions Prepared for the City of Charlotte, General Services, 600 East Fourth Street, Charlotte, North Carolina 28202):



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00 10 00 – INVITATION TO BID

The City of Charlotte (hereinafter the "City") will receive sealed bids for the following Project:

PROJECT NAME:	**Lawyers Road SW (Harri Ann to Chestnut)**
PROJECT NUMBER:	**PMES241808**
PRE-BID DATE:	**May 12, 2026**
PRE-BID TIME:	**10:00 AM**
PRE-BID LOCATION:	**Microsoft Teams Meeting Only** **Meeting Link:** **https://teams.microsoft.com/meet/28675959231686?p=B2Cw2W6lrm3BisoTv8** **Meeting Number (access code): 286 759 592 316 86** **Meeting Password:Ax6PF6tn** **Call in (audio only): 872 .256.4172** **Phone Conference ID: 836 165 178#** *The Pre-Bid meeting is not mandatory, but attendance is strongly encouraged.*
BID DUE DATE:	**May 27, 2026**
BID DUE TIME:	**Before 1:00 PM**
BID SUBMISSION LOCATION:	**Bids must be submitted electronically through the Procurement Portal (https://charlottenc.bonfirehub.com)**
BID OPENING DATE:	**May 26, 2026**
BID OPENING TIME:	**1:00 PM**
BID OPENING LOCATION:	**Microsoft Teams Meeting Only** **Meeting Link:** **https://teams.microsoft.com/meet/21175665801228?p=RueHwZnVRwMxwF1IvA** **Meeting Number (access code): 211 756 658 012 28** **Meeting Password: ks3py2dy** **Call in (audio only): +1 872-256-4172,** **Phone Conference ID: 970981875#**

NOTICE TO BIDDERS

(As a precautionary measure due to COVID-19), the City will hold all Bid Opening Meetings **via conference call or video conference only** until further notice.

DESCRIPTION OF WORK:

The scope of this project will include 0.34 miles of new 6 ft wide concrete sidewalk, driveway improvements, and wheelchair ramps on Lawyers Rd from Chestnut Lake Dr to Harri Ann Dr.

Bidding documents, which includes a downloadable copy of one (1) Project Manual and one (1) full-size Drawing set, are available for free from the Procurement Portal.

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

A **5%** bid security is required with each bid that equals or exceeds **$300,000**.

The estimated cost of this Project is between **$400,000 to $700,000**

For information regarding this Invitation to Bid, contact as follow:

Brenda Faison , Contracts Administrator
600 East Fourth Street, Charlotte, NC 28202
Direct Phone: 980.406.7239
Email: Brenda.Faison@charlottenc.gov

Please submit questions or inquiries at least seven (7) calendar days before the Bid Due Date. Questions or inquiries past this deadline may not be addressed by the City prior to the Bid Due Date. Questions or inquiries should be submitted in writing through the **Vendor Discussions** section of the Procurement Portal (https://charlottenc.bonfirehub.com).

The City of Charlotte reserves the right to reject any and all bids and to waive any informalities or technicalities as it may deem to be in its best interest.

This project is subject to the requirements of the City's Charlotte Business INClusion Program to promote diversity, inclusion, and local business opportunities in the City's contracting and procurement process for Minority, Women, and Small Business Enterprises headquartered in the Charlotte Combined Statistical Area.

Following Charlotte Business INClusion goals have been established for this project:

MBE = 7%
WBE = 14%

Questions relating to the CBI Program should be addressed *in writing* to:

Joshua Burrus, Business Inclusion Specialist Lead
Email: Joshua.Burrus@charlottenc.gov

00 20 00 – INSTRUCTIONS TO BIDDERS

ARTICLE 1: DEFINITIONS

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

1) "**Chief Engineer**", or "**State Highway Administrator"** shall mean the "City Engineer"
2) "**Alternate**" or "**Alternate Bid**" shall mean the amount stated in the Bid which may be added to or subtracted from the Base Bid amount if such Alternate(s) are accepted by the City.
3) "**Total Amount Bid"** or **"Total Base Bid**" shall mean the correct sum total obtained by adding together the amounts bid for every item in the proposal including contingencies or allowances, but excluding Alternates.
4) "**Board of Transportation**" shall mean "City Council"
5) "**City**" shall mean the "City of Charlotte, North Carolina"; the City is the Project Owner
6) "**City Engineer**" shall mean the "Head of the City of Charlotte Engineering and Project Management Division".
7) "**City Standard**" shall mean the latest edition of the applicable "Charlotte Land Development Standards Manual (CLDSM)", "Charlotte-Mecklenburg Storm Drainage Design Manual", "Charlotte Mecklenburg BMP Design Manual" and "Charlotte-Mecklenburg Utility Department Policies, Procedures, Standards and Specifications"
8) "**Construction Manager**", "**Engineer**", **"Division Engineer"** or "**Resident Engineer**" shall mean the City Engineer's duly authorized Construction Manager to oversee the construction of the project
9) "**Contract**" shall mean the reciprocal undertakings, obligations, and rights of the City and the Contractor evidenced by the executed agreement and other Contract Documents between the City and the Contractor, covering the performance of and compensation of the Work.
10) **"Contract Amount", "Total Contract Amount"** or **"Contract Sum"** shall mean the Total Base Bid plus Alternates accepted by the City.
11) "**Contract Documents**" shall consist of the Project Manual, all forms from Section 00 40 00, Bonds and Certificate of Insurance,, Acceptance by the City, and any change orders issued after execution of the contract.
12) "**Date of Availability**" shall mean "Notice to Proceed Date"
13) "**Department**", "**Department of Transportation**", "**Division of Highways**", and "**Raleigh Central Office**" shall all mean "City of Charlotte General Services".
14) "**Procurement Portal**" shall mean the electronic portal where Bids will be digitally submitted. The portal can be accessed at https://charlottenc.bonfirehub.com.
15) "**Project Manual**" shall mean the complete set of bidding documents issued by the City of Charlotte General Services to include the Invitation to Bid, Instructions to Bidders, Bid Forms, sample project forms, conditions and special provisions of the contract, addenda issued prior to the execution of the contract, and drawings.
16) "**State**" shall mean "City of Charlotte"
17) **"State Contract Officer"** shall mean "Contract Officer"
18) "**Supplemental Agreements**" shall mean "Change Orders"

ARTICLE 2: BIDDER'S REPRESENTATIONS

2.1 Contractor's Licenses

Bidders shall be properly licensed under North Carolina state law to perform the Work specified in the Bidding Documents and per SECTION 102-14 of the NCDOT Standard Specifications. Bids received from bidders not meeting the applicable Contractors' licensure requirements as required by law and as determined by the Engineer's estimate may be considered non-responsive and may not be considered for award.

2.2 Bidder Qualifications

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

2.3 Site Investigation and Conditions Affecting the Work

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

ARTICLE 3: BIDDING PROCEDURES

3.1 Electronic Bids

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

1) Obtain an account on the Procurement Portal 'Bonfire' to bid electronically at https://charlottenc.bonfirehub.com.
2) Download and read carefully the Project Manual, Plans, and other supplemental documents related to this project from the Procurement Portal.
3) Download electronic bid submittal forms from the Procurement Portal. Bid submittal forms includes 1) Itemized Bid Form, 2) CBI Form -3 : Subcontractor / Supplier Utilization Commitment , 3) Commercial Non-Discrimination Certification Form, and 4) Execution of Bid Form. Each form must be completed in its entirety. Upon completion, bidders shall upload them back on the Procurement Portal as part of the bid submittal. Failure to complete and submit the required forms may be grounds for bid rejection.
4) Itemized bid form in Microsoft Excel format must be completed in its entirety. Bidders shall enter a unit price for each line item requiring a bid amount. The electronic version of the Itemized Bid Form will contain formulas to calculate the extensions, percentages and totals which shall not be altered by the bidders.
5) The bid shall be accompanied by a bid bond or bid deposit when applicable. The bid bond shall be prepared in accordance with Article 3.3 Bid Security of this section.

6) Addenda will be published on the Procurement Portal. Bidders shall be responsible for inquiring if any addendum has been issued and shall acknowledge receipt of all addenda on the "Execution of Bid" Form. All addenda shall become part of the Contract Documents whether or not received or acknowledged by the Bidder.

7) All bids shall be submitted with an electronically affixed digital signature. Affixing a digital ID to the bid shall be equivalent of signing before a notary public. If the bidder does not have such digital ID, a wet signature will be acceptable when it is notarized on the bid form.
8) On the day of the bid opening, bids will be opened and read publicly at the time mentioned on the Invitation to Bid.

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

3.3 Bid Security
A **five-percent (5%)** bid security is required with each bid that equals or exceeds **$300,000**. Bid Bond or Bid Deposit, made payable to the City of Charlotte, must be provided in accordance with Section 102-10 of NCDOT Standard Specifications.

3.3.1 Electronic Execution of Statutorily-Required Bid Bond
Traditionally, the City has required bonds to be submitted as hard copies with wet signatures. Until further notice, the City will also accept electronically executed bid bonds to satisfy the requirements of N.C.G.S. 143-129(b). In order for electronically executed bid bonds to be valid, a principal and N.C. licensed surety must agree to transact by electronic means. Additionally, the City requires the bidder and surety to use digital signatures that have the following characteristics: (a) each signature is unique to the person using it; (b) the signatures are capable of certification; and (c) each signature is under sole control of the person using it. The notary requirement is waived for bid bonds that are signed electronically.

The bid bond must meet all other statutory criteria for bid bonds and must be submitted in compliance with the Instruction to Bidders. The City reserves the right to reject bid bonds that do not meet the above criteria.

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

ARTICLE 4: BID AWARDS AND REJECTIONS

4.1 Bid Opening
Bid Opening will be conducted in accordance with Section 102-13 of NCDOT Standard Specifications.

4.2 Rejection of Bids and Disqualification of Bidders
Rejection of Bids and Disqualification of Bidders will be provided in accordance with Sections 102-14 and 102-15 respectively of NCDOT Standard Specifications.

4.3 Award and Execution of Contract
Award and execution of Contract will be in accordance with Section 103 of NCDOT Standard Specifications.

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

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

ARTICLE 5: POST-AWARD

5.1 Bonds and Insurance

For bids equal to or greater than **$300,000**, the successful bidder shall provide the City with performance and payment bonds each in the amount equal to **one hundred percent (100%)** of the contract amount. Bonds shall be submitted to the City upon ten (10) calendar days of award of the Contract and shall be in conformance with NC GS 44A-33. Failure to provide acceptable bonds within ten (10) calendar days of award of the Contract shall be just cause for forfeiture of the bid bond or bid deposit and rescinding the award of the Contract. Award may then be made to the next lowest responsive, responsible bidder or the Project may be re-advertised at the City's sole discretion.

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

5.1.1 Electronic Execution of Statutorily-Required Performance and Payment Bonds

Traditionally, the City has required bonds to be submitted as hard copies with wet signatures. Until further notice, the City will also accept electronically executed performance and payment bonds to meet the requirements of N.C.G.S. 143-129(c) and Article 3 of Chapter 44A of the General Statutes. In order for electronically executed bonds to be valid, a principal and N.C. licensed surety must agree to transact by electronic means. Additionally, the City requires the bidder and surety to use digital signatures that have the following characteristics: (a) each signature is unique to the person using it; (b) the signatures are capable of certification; (c) each signature is under sole control of the person using it; and (d) each signature is linked to document in such a manner that if the text of the document is changed, the electronic signature is invalidated. The notary requirement is waived for payment and performance bonds that are signed electronically and electronically submitted.

Per N.C.G.S. 44A-33, bonds are still required to be submitted to the City upon ten (10) calendar days of award of the Contract.

The bonds must meet all other statutory criteria for payment and performance bonds and must be submitted in compliance with the Instruction to Bidders. The City reserves the right to reject payment and performance bonds that do not meet the above criteria.

5.2 Pre-Construction Conference

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

5.3 Notice to Proceed

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

00 40 00 – BID FORMS AND SUPPLEMENTS

Bidder shall download individual BID FORMS posted on the Procurement Portal at https://charlottenc.bonfirehub.com

ITEMIZED BID

Bidder Name: _____

Project #: **PMES241808**

Project Name: **Lawyers Road SW (Harri Ann to Chestnut)**

SECTION 1: BID

Item #	Section #	Description	Qty	Unit	Unit Price ($)	Amount Bid ($) (Qty x Unit Price)
1	800	Mobilization	1	LS		
2	SP-01	Comprehensive Grading	1	LS		
3	226	Undercut Excavation	150	CY		
4	SP-03	Rock Removal	50	CY		
5	300	Foundation Conditioning Material, Minor Structures	175	TN		
6	300	Foundation Conditioning Geotextile	300	SY		
7	SP-04	Erosion Control	1	LS		
8	310	15” R.C. Pipe Culverts, Class IV	159	LF		
9	310	18” R.C. Pipe Culverts, Class III	48	LF		
10	310	18” R.C. Pipe Culverts, Class IV	40	LF		
11	310	15” Pipe End Section	14	EA		
12	310	18” Pipe End Section	1	EA		
13	607	Milling Asphalt Pavement, 0.0” to 3.0”	771	SY		
14	610	Asphalt Concrete Base Course, Type B 25.0C	85	TN		
15	610	Asphalt Concrete Intermediate Course, Type I 19.0C	23	TN		
16	610	Asphalt Concrete Surface Course, Type S 9.5C	79	TN		
17	620	Asphalt Binder for Plant Mix	11	TN		
18	838	Endwalls	3	CY		
19	840	Masonry Drainage Structures	1	EA		

Item #	Section #	Description	Qty	Unit	Unit Price ($)	Amount Bid ($) (Qty x Unit Price)
20	840	Manhole Frame and Cover, NCDOT (All Types)	1	EA		
21	840	Pipe Collars	1	CY		
22	846	2' 6" Concrete Curb and Gutter	353	LF		
23	846	2' 0" Concrete Valley Gutter, CLDS 10.17B	40	LF		
24	848	4" Concrete Sidewalk or Pad	1025	SY		
25	848	6" Concrete Driveways	390	SY		
26	876	Riprap, Class B	5	TN		
27	876	Geotextile for Drainage	15	SY		
28	1205	Thermoplastic Pavement Marking Lines, 4", 90 mils	785	LF		
29	SP-05	Sidewalk Reinforced Concrete (Bridging tree roots)	57	SY		
30	SP-06	6" Concrete Wheelchair Ramps	61	SY		
31	SP-07	Concrete Sidewalk Flume	1	EA		
32	SPU-01	Adjust Existing Water Meter and Meter Box	5	EA		
33	SPU-01	Adjust Existing Water Valve	2	EA		
34	SPU-02	Relocate Existing Water Valve	1	EA		
35	SP-08	Compost Sock	250	LF		
36	SP-09	Traffic Control	1	LS		
					Subtotal	
				10%	**Contingency**	
					Total Bid	

Do **not** include any North Carolina Sales and Use Tax that qualifies as Eligible Taxes per Section 00 70 00, Subsection 2.17 "Sales and Use Tax".

CBI FORM 3 - Subcontractor / Supplier Utilization Commitment

(page 1 of 2)

This form **MUST** be submitted at the time of Bid Opening. *Copy this CBI Form 3 as needed*.
Failure to properly complete and submit Form 3 with the Bid constitutes grounds for rejection of the Bid.

Per Section 3.5 of the CBI Administrative Procedures Manual, the Subcontractor/Supplier Utilization Commitment (**CBI Form 3**), captures information regarding the MWSBEs and other subcontractors and suppliers that the Bidder intends to use on the Contract ***FOR ALL TIERS.***

For Construction Contracts under $500,000, M/W/SBEs must satisfy the requirements of Section 2 of the CBI Administrative Procedures Manual in order to count the work they intend to perform on the contract with its own current workforces towards the established Subcontracting Goal, and must list themselves below along with their projected utilization amount.

Bidder Name:			
Project Name:	**Lawyers Road SW (Harri Ann to Chestnut)**		
Established MWBE Goal:		**Established MBE Goal:**	
Established MSBE Goal:		**Established WBE Goal:**	
		Established SBE Goal:	

List below all **M/W/SBEs (Non-Hauling Services)** that you intend to use on this Contract. **NOTE: You will only receive credit for M/W/SBEs that are currently certified with the City as of the Bid Opening Date.**

M/W/SBE Vendor Name (Non-Hauling Services)	Description of work / materials	NIGP Code	Total Projected Utilization ($)

For all hauling services on this Contract, list below all SBEs and MBEs that you intend to provide such work and the Total Projected Utilization ($).

M/W/SBE Vendor Name (Hauling Services)	Description of work / materials	NIGP Code	Total Projected Utilization ($)

Total Subcontractor / Supplier Utilization (including SBEs, MBEs, WBEs, and Non-MWSBEs) $ _____

Total MBE Utilization $ _____

Total WBE Utilization $ _____

Total SBE Utilization $ _____

Total MWBE/MSBE Utilization (if goal listed above is combined) $ _____

Total Bid Amount (including Contingency) $ _____

Percent MBE Utilization* (Total MBE Utilization *divided by* Total Bid Amount) _____ %

Percent WBE Utilization* (Total WBE Utilization *divided by* Total Bid Amount) _____ %

Percent SBE Utilization* (Total SBE Utilization *divided* by Total Bid Amount) _____ %

Percent MWBE/MSBE Utilization* (Total MWBE or MSBE Utilization divided by Total Bid Amount) _____ %

** The M/W/SBE Utilization percentage stated MUST be rounded to (2) decimal places.*

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CBI FORM 3: Subcontractor / Supplier Utilization Commitment (page 2 of 2)

List below all **non-M/W/SBEs (subcontractors and suppliers)** that you intend to use on this Contract

Vendor Name	Description of work / materials	NIGP Commodity Code	Projected Utilization (if known) ($)

Letters of Intent submitted upon notice from the City
Per Section 3.5 of the CBI Administrative Procedures Manual, within three (3) Business Days after receiving a request from the City (or within such longer time as may be communicated by the City in writing), Bidders must submit a separate Letter of Intent (**CBI Form 4**) for each M/W/SBE listed on **CBI Form 3**. Each Letter of Intent must be executed by both the M/W/SBE and the Bidder. The City shall not count proposed M/W/SBE utilization for which it has not received a Letter of Intent by this deadline. In addition, a Hauler's fees or commissions charged by an MWSBE hauler for providing a Commercially Useful Function shall count towards meeting the applicable Contract Goals. The costs of a hauler's materials or supplies shall not count as part of the fees or commissions. The Bidder is still obligated to pay the M/W/SBE the full amount listed on the Contract with the M/W/SBE regardless of what percentage is actually counted towards the M/W/SBE Goal.

Adding subcontractors or suppliers after submitting this form
Nothing in this certification shall be deemed to preclude you from entering into subcontracting arrangements after submission of this form. However, per the CBI Administrative Procedures Manual, you must comply with the following:

- You must maintain the level of M/W/SBE participation proposed on this **CBI Form 3** (and **CBI Form 3A**, if applicable) throughout the duration of the Contract, except as specifically allowed in Section 5
- If you need to terminate or replace a M/W/SBE, you must comply with Section 5.3
- If the scope of work on the Contract increases, or if you elect to subcontract any portion of work not identified on this form as being subcontracted, then you must comply with Section 5.4
- A Letter of Intent (**CBI Form 4**) must also be submitted for each M/W/SBE you add subsequent to contract award.

All Subcontractors and Suppliers must be registered with the City of Charlotte.
Pursuant to the City's Vendor Registration Policy, each subcontractor or supplier (non-MBE/SBE, WBEs, SBEs and MBEs) that you use on this contract must be registered in the City's vendor database.

Signature

Your signature below indicates that the undersigned firm certifies and agrees that:
(a) It has complied with all provisions of the CBI Policy and Administrative Procedures Manual; and,
(b) Failure to properly document such compliance in the manner and within the time periods established by the CBI Policy and Administrative Procedures Manual shall constitute grounds for rejection of your bid.

Signature of Authorized Official	Printed Name	Title	Submittal Date

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CBI FORM 3B: UTILIZATION COMMITMENT – TASK ORDER

(page 1 of 2)

This form **MUST** be submitted at the time of Task Order Submittal. Copy this CBI Form 3B as needed.

Failure to properly complete and submit Form 3B at the time of Task Order Submittal constitutes grounds for denial of the Task Order.
All MBEs, WBEs, SBEs, and other subcontractors/suppliers that are intended to be used on the Task Order ***FOR ALL TIERS*** must be documented.
For Construction Contracts under $500,000, any MWSBE must satisfy the requirements of the CBI Manual in order to count its performance with its own current workforces towards the Contract Goal and must list itself below along with their projected utilization amount.

Contractor Name:			
Contract Name:			
Contract Number:			
Task Order Number:			
Established MBE Goal:	**Established WBE Goal:**	**Established SBE Goal:**	

List below all **MBEs, WBEs, and/or SBEs (Non-Hauling Services)** that you intend to use on this Task Order. **NOTE: You will only receive credit, as of the Task Order Submittal Date, for SBEs that are currently certified with the City or MBEs and WBEs that are registered with the City.**

MBE/WBE/SBE Vendor Name (Non-Hauling Services)	Description of work / materials	NIGP Code	Vendor #	Total Projected Utilization ($)

For all hauling services only, list below all MBEs, WBEs, and SBEs that you intend to provide such work and the Total Projected Utilization ($).

MBE/WBE/SBE Vendor Name (Hauling Services)	Description of work / materials	NIGP Code	Vendor #	Total Projected Utilization ($)

Total Subcontractor / Supplier Utilization $____
(including MBEs, WBEs, SBEs, and Non-MWSBEs)

Total MBE Utilization $____

Total WBE Utilization $____

Total SBE Utilization $____

Total Task Order Amount (including Contingency) $____

Percent MBE Utilization* (Total MBE Utilization *divided by* Total Task Order Amount) ____ %

Percent WBE Utilization* (Total WBE Utilization *divided* by Total Task Order Amount) ____ %

Percent SBE Utilization* (Total SBE Utilization *divided* by Total Task Order Amount) ____ %

** The Utilization percentage stated MUST be rounded to (2) decimal places.*

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CBI FORM 3: UTILIZATION COMMITMENT – TASK ORDER (page 2 of 2)

List below all **non-MWSBE (subcontractors and suppliers)** that you intend to use on this Task Order

Vendor Name	Description of work / materials	NIGP Commodity Code	Vendor #	Projected Utilization (if known) ($)

Letters of Intent submitted upon notice from the City
Pursuant to the CBI Manual, within three (3) Business Days after receiving a request from the City (or within such longer time as may be communicated by the City in writing), Contractors must submit a separate Letter of Intent (**CBI Form 4**) for each MBE, WBE, and/or SBE listed on this **CBI Form 3B**. Each Letter of Intent must be executed by each MBE, WBE, and/or SBE and the Contractor. The City shall not count proposed MBE, WBE, and/or SBE utilization for which it has not received a Letter of Intent by this deadline. The Contractor is still obligated to pay the MBE, WBE, and/or SBE the full amount listed with the MBE, WBE, and/or SBE regardless of what percentage is actually counted towards the Contract Goal.

Adding subcontractors or suppliers after submitting this form
Nothing in this certification shall be deemed to preclude you from entering into subcontracting arrangements after submission of this form. However, per the CBI Manual, you must comply with the following:

- You must maintain the level of MBE, WBE, and/or SBE participation proposed on this **CBI Form 3B** throughout the duration of the Task Order.
- If you need to terminate or replace a MBE, WBE, and/or SBE, you must comply with the CBI Manual requirements.
- If the scope of work on the Task Order increases, or if you elect to subcontract any portion of work not identified on this form as being subcontracted, then you must comply with the CBI Manual requirements.
- A Letter of Intent (**CBI Form 4**) must also be submitted for each MBE, WBE, and/or SBE you add subsequent to Task Order assignment.

All Subcontractors and Suppliers must be registered with the City of Charlotte.
Pursuant to the City's Vendor Registration Policy, each subcontractor or supplier that you use on this contract must be registered in the City's vendor database. You will need to provide the vendor number for each subcontractor or supplier used on this contract as a condition for receiving payment on this Contract.

Signature
Your signature below indicates that the undersigned firm certifies and agrees that:

(a) It has complied with all provisions of the CBI Manual; and,
(b) Failure to properly document such compliance in the manner and within the time periods established by the CBI Manual shall constitute grounds for liquidated damages under the CBI Manual.

Signature of Authorized	Printed Name	Title	Submittal Date

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COMMERCIAL NON-DISCRIMINATION CERTIFICATION

Project: **PMES241808**

Name of Company (Bidder): _____

The undersigned Bidder hereby certifies and agrees that the following information is correct:

1. In preparing its Bid, the Bidder has considered all bids submitted from qualified, potential subcontractors and suppliers, and has not engaged in or condoned discrimination, as defined in Section 2 below.

2. For purposes of this form, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor, supplier or commercial customer on the basis of a person's race, color, gender, religion, national origin, ethnicity, age, familial status, sex (including sexual orientation, gender identity and gender expression), veteran status, pregnancy, natural hairstyle or disability, or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination."

3. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the bid submitted with this certification and terminate any contract awarded based on such bid. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Bidder to any remedies allowed thereunder, including possible disqualification from participating in City contracts or bid process for up to two years.

4. As a condition of contracting with the City, the Bidder agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors in connection with this solicitation process. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the bid submitted by the Bidder and terminate any contract awarded on such bid. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Bidder to any remedies allowed thereunder.

5. As part of its bid, the Bidder shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that the Bidder discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

6. As a condition of submitting a bid to the City, the Bidder agrees to comply with the City's Commercial Non-Discrimination Policy as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

By: _____
Signature of Company's Authorized Representative

Title: _____

Date: _____

EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

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

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

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

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

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

The undersigned agrees to comply with the self-performance requirement identified within Section 108-6 of the 2024 NCDOT Standard Specifications for Roads and Structures. 2024 Standard Specifications for Roads and Structures.pdf.

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

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

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

(check 1 box)

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

NAME OF JOINT VENTURE: _____

Company Name: _____

Mailing Address: _____

City/State/Zip: _____

Phone: _____ Email: _____

Printed Name: _____ Title: _____

Signature: _____ NC Gen. Contractor License #: _____

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

Signature of Notary Public _____

of _____ County

State of _____

My Commission Expires: _____

00 50 00 – ACCEPTANCE BY THE CITY

A CONTRACT FOR:

PROJECT NAME: **Lawyers Road SW (Harri Ann to Chestnut)**

PROJECT NUMBER: **PMES241808** CONTRACT NUMBER: _____

CONTRACT AMOUNT ($): _____

THIS CONTRACT (the "Contract") is made and entered into and shall be by and between the CITY OF CHARLOTTE, a North Carolina Municipal corporation (the "City"), and _____, a company doing business in North Carolina (the "Contractor").

WHEREAS the City of Charlotte advertised an Invitation to Bid (ITB) for the Project on _____, together with all attachments and addenda,

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

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

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

WHEREAS this Contract includes the following:

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

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

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

CITY OF CHARLOTTE:

By: _____

Print Name: _____

Title: _____

Date: _____

00 55 00 – CHARLOTTE BUSINESS INCLUSION (CBI) PROGRAM

CBI Policy adopted July 1, 2023

The Charlotte Business INClusion (CBI) Program seeks to enhance competition and participation of Minority-owned, Women-owned, and Small Business Enterprises (MWSBEs) in City contracting.

To accomplish this, the City has increasingly examined its procurements and set specific MWSBE participation goals on a contract-by-contract basis.

In addition, CBI makes a concerted effort to expand its certified MWSBE vendor pool and assist city-certified firms in growing, enhancing, and developing their businesses. CBI currently offers numerous development programs that support certified businesses in organizational training, strategic development, and networking opportunities.

A complete list of City of Charlotte certified Small Business Enterprises (SBEs) and City of Charlotte registered Minority-Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs) (SBE, MBE, and WBE, collectively MWSBE) is available on the City's InclusionCLT system: http://charlotte.diversitycompliance.com

PROJECT SUBCONTRACTING GOAL:
MBE Goal: 7%
WBE Goal: 14%

In order to count MWSBE firms toward to project goal, MWSBEs must be certified with the City of Charlotte at the time of bid. For more information around certification requirements, please review the CBI Manual.

1. APPLICATION:

The City's Charlotte Business INClusion (CBI) Policy and CBI Manual are incorporated into and made a part of this solicitation and the resulting contract (the "Contract"). Copies of the CBI Policy and CBI Manual may be obtained by:

Internet: www.charlottebusinessinclusion.com

Mail: Charlotte Business INClusion Office
600 East Trade Street
Charlotte, North Carolina 28202

Capitalized terms used in this document shall have the meanings set forth in the CBI Manual. Each reference to "you" or "your" in these provisions refers to any entity that submits a bid, proposal or statement of qualifications on a City contract, and any entity that enters into a contract with the City.

For this solicitation, the CBI Manual requires that you either (a) meet the established Contract Goal, as listed on the first page of this document; or (b) comply with the Good Faith Efforts and Good Faith Negotiation requirements referenced in Section 3 below. Failure to comply with the CBI Policy and CBI Manual in the bid phase constitutes grounds for rejection of your Bid. Failure to comply after the contract award may result in the assessment of damages and/or termination of your contract.

2. SUBCONTRACTING GOALS:

You must submit your proposed MWSBE utilization for this Contract on CBI Form 3 (Subcontractor/Supplier Utilization Commitment Form) listing all subcontractors and suppliers that will be providing goods or services.

MBE or WBE established Goals can only be met with the City of Charlotte registered MBEs and WBEs that have been certified as a Historically Underutilized Business by the State of North Carolina.

SBE established Goals for this project can only be met with City of Charlotte certified SBEs.

CBI Form 3 MUST be submitted at the time of bid opening. Failure to submit CBI Form 3 at the time of bid opening shall constitute grounds for rejecting the Bid. All bidders must submit their proposed goal commitment at the time of Bid.

If the Bidder does not meet the goal at the time of bid opening, they will have twenty-four (24) hours to submit a completed CBI Form 3 demonstrating that they have met or exceeded the goal. If the goal is not met then, the City will proceed with the Good Faith Efforts process.

Bidders must state the projected dollar amount for each MWSBE firm listed on their CBI Form 3 and indicate the total dollar value of participation for the contract. In the event the bidder has no MWSBE participation, the bidder is still required to indicate this on CBI Form 3 by entering the word or number zero. Blank forms will be deemed to represent zero participation. The City will only give Bidders credit towards the established Subcontracting Goal that:

a. Is listed on CBI Form 3 submitted at bid or within twenty-four (24) hours of bid opening (if goal not met at bid opening); and
b. Is listed on CBI Form 3A (when applicable); and
c. Is documented by CBI Form 4 (CBI Letter of Intent) which is submitted to the City within three (3) Business Days after the City requests it; and
d. Meets all of the requirements of the CBI Manual.

NOTE: MWSBEs listed on CBI Form 3 must be actively certified/registered with the City of Charlotte as of bid date and must be performing a Commercially Useful Function as defined in the CBI Manual.

Bids submitted that do not have the above required MWSBE information indicated on CBI Form 3 constitutes grounds for the Bid to be considered non-responsive and rejected.

The established Contract Goal will represent the total dollars to be spent with MWSBEs as a portion of the total bid amount, which includes Contingency and excludes Allowances. The MWSBE percentage will be rounded to two decimal places. As an example, if the MBE percentage is 3.571, it should be listed as 3.57%, or if it is 3.578, it should be listed as 3.58%. The percentage will not be rounded to the next "whole" number, i.e., 4%. A Bidder may round up if the third number after the decimal is a five (5) or greater.

In the event Alternates are selected by the City, the established Contract Goal for this Contract will apply to the total contract amount, including Contingency, selected Alternates, and excluding Allowances ("Total Contract Amount"). If a low Bidder would meet the established Contract Goal on the base bid amount, but would not meet the established Subcontracting Goal for the Alternates selected by the City, the Bidder will have three (3) days after the City notifies it of its low bid status to secure enough additional participation to meet the established Contract Goal calculated on the Total Contract Amount. The low Bidder will be required to utilize CBI Form 3A to meet this requirement. This in no way exempts the bidder from the CBI requirements due at bid time.

If the Bidder fails to meet the established Contract Goal, calculated on the Total Contract Amount, then the Bidder must earn the Minimum Good Faith Effort (GFE) Points and meet the Good Faith Negotiation requirements set forth in Section4 of the CBI Manual. GFE Points will be calculated, independently, for each Contract Goal that is not met. For instance, if the Bidder fails to meet the MBE, WBE, or SBE Contract Goal that was set, the bidder will have to earn the minimum GFE points for MBEs, WBEs, or SBEs.

If the Bidder fails to meet the MBE, WBE, or SBE Contract Goal on the Total Contract Amount and fails to earn the required Good Faith Efforts points, the Bid will be rejected.

The City will request CBI Form 4 Letters of Intent if you are a finalist for contract award. You must submit a separate CBI Form 4 for each MWSBE subcontractor/supplier identified on CBI Form 3 (and CBI Form 3A, if applicable) within three (3) days after bid opening or as otherwise specified by the CBI Office.

3. GOOD FAITH EFFORTS and GOOD FAITH NEGOTIATION:

If two Contract Goals are established for this Contract, then the Bidder must meet each goal. For example if a MBE Goal and WBE Goal are established, Bidder must meet the MBE Goal and WBE Goal. If you do not meet each established Contract goal, then you must earn the minimum good faith effort (GFE) points and meet the good faith negotiation requirements as set forth in Section 4 of the CBI Manual for the Contract Goal that was not met.
Detailed information of the City's Good Faith Efforts and Good Faith Negotiation requirements can be found in the CBI Manual, Section 4, . Failure to meet the Good Faith Efforts and Good Faith Negotiation requirements will constitute grounds for rejection of your Bid.

Documenting Good Faith Efforts. To demonstrate Good Faith Efforts (GFE) compliance, Bidders must complete and submit CBI Form 5: Good Faith Effort (GFE) and Statement of GFE Compliance. A minimum of fifty (50) GFE Points must be earned for each Contract Goal not met. If more than one Contract Goal is not met, then Bidders will be required to complete and submit a separate form for each unmet Contract Goal.

CBI Form 5 lists GFEs and the number of points attainable for each type of Good Faith Effort. The City will request your Good Faith Effort (GFE) / Statement of GFE Compliance if you are an apparent low Bidder for contract award who did not meet the Contract Goal. You must submit CBI Form 5 and all supporting documentation within three (3) Business Days after the City requests it.

In deciding whether to award GFEs, the City will assess whether the efforts employed by the Bidder are those that a prime contractor would reasonably be expected to take if actively and aggressively trying to meet the established Subcontracting Goal for the Contract. This assessment will be made on a case-by-case basis taking all available facts into account. The focus will be on the likely effectiveness of the steps taken. Mere pro forma efforts will not be sufficient.

The City can take into consideration the performance of the other Bidders and their achievement towards the Contract Goal when determining if a Bidder has achieved Good Faith Efforts. Additionally, the Business Inclusion Officer can take into consideration the Bidder's past performance towards meeting Contract Goals on past City contracts.

All actions necessary to earn the required GFE Points must be undertaken prior to Bid Opening. Failure to comply with the requirements set forth in this section shall constitute grounds for rejecting a bid.

Exempted Performance

A Business Enterprise, who intends to perform 100% of the work on a Contract, may submit an affidavit stating that the Bidder: (i) does not customarily Subcontract any element of work; and (ii) normally performs, has the capability to perform, and will perform all elements of work on this Contract with its own current workforces. The affidavit shall be in a form provided by the City as part of the Solicitation. After approval by the Business Inclusion Officer, the Bidder shall not be required to comply with Section 3 of the CBI Manual.

The City may reject a Bid for non-compliance if: (i) the Business Enterprise is not licensed to perform each and every type of work included in the Contract, (ii) based on past practice or other grounds, the Business Enterprise will not be performing all of the work under the Contract with its own current workforce; (iii) the request for approval is submitted more than three (3) Days of Bid Opening; (iv) insufficient documentation is received to support the request; (v) any special skill-based qualification is available to and/or possessed by MWSBEs; (vi) there is no significant increase in the cost to the Business Enterprise for an MWSBE to perform the scope of work.

4. PROJECT DOCUMENTS / PLANS AND SPECIFICATIONS:

Plans and Specifications may be viewed at for appointment.
Other Locations:

Carolinas Associated General Contractors (CAGC) 4824 Parkway Plaza Blvd. Charlotte NC 28217 704.372.1450 Documents through: **Isqft** *https://www.isqft.com/start* 800.364.2059	**Hispanic Contractors Association of the Carolinas (HCAC)** 226 Westinghouse Blvd. Ste. 604 Charlotte NC 28273 704.583.4184 *www.hcacarolinas.org*	**Dodge Data & Analytics** *https://upload.construction.com/dfmqr/login*	**Beatties Ford Road Vocational Trade Center, Inc.** 1406 Beatties Ford Road Charlotte NC 28216 980.349.4067 *http://www.beattiesfordvoccenter.com/contact.php*

5. CBI POLICY PROVISIONS APPLICABLE AFTER CONTRACT AWARD:

Should the Bidder be awarded a contract with the City, the Bidder should note Section 5 (Responsibilities After Contract Award) and Section 6 (Remedies and Liquidated Damages) of the CBI Manual

As a condition for receiving payments under this Contract, the Bidder agrees to submit any payment record into InclusionCLT, or any subsequent system designated by the City, detailing the amounts paid by the Bidders to all subcontractors and suppliers receiving payment in connection with this Contract.

6. CBI CONTRACT PROVISIONS:

The following provisions are incorporated into the contract.
The parties acknowledge and agree that:

(a) That Charlotte Business Inclusion Program Policy ("CBI Policy") and its Administrative Procedures Manual ("CBI Manual") are posted on the City's website and available in hard copy form upon request. Both the CBI Policy and CBI Manual comprise the CBI Program.

(b) The terms of the CBI Program, as revised from time-to-time, are incorporated into this Contract by reference; and

(c) A violation of the CBI Program shall constitute a material breach of this Contract and shall entitle the City to exercise any of the remedies set forth in the CBI Program, including but not limited to liquidated damages.

(d) The City will incur damages if the Contractor violates the CBI Program, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources. The parties further acknowledge and agree that the damages the City might reasonably be anticipated to incur as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay the liquidated damages assessed by the City at the rates set forth in the CBI Program for each specified violation. The Contractor further agrees that for each specified violation the agreed upon liquidated damages are reasonably proximate to the loss the City will incur as a result of such violation.

(e) Without limiting any of the other remedies the City has under the CBI Program, the City shall be entitled to withhold periodic payments and final payment due to the Contractor under this Contract until the City has received in a form satisfactory to the City all claim releases, payment affidavits and other documentation required by the CBI Program. In the event payments are withheld under this provision, the Contractor waives any right to interest that might otherwise be warranted on such withheld amount under North Carolina General Statutes Section 143-134.1.

(f) The remedies set forth in the CBI Program shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

(h) The Contractor agrees to participate in any dispute resolution process specified by the City from time-to-time for the resolution of disputes arising from the CBI Program.

(i) Nothing in this Section shall be construed to relieve a Contractor from any obligation it may have under North Carolina General Statutes Section 143-134.1 regarding the payment of subcontractors.

(j) Payment Reporting. As a condition for receiving payments under this Agreement, the Contractor agrees to submit any payment record into InclusionCLT, or any subsequent system designated by the City, detailing the amounts paid by the Contractor to all subcontractors and suppliers receiving payment in connection with this Contract

Remedies for Violation of CBI Policy.

A violation of the CBI Program by a Contractor is deemed to be a material breach of the Contract. The City shall be entitled to: (i) exercise all rights and remedies at law or at equity; (ii) terminate the Contract for default; (iii) suspend the Contract for

default; (iv) withhold all payments due to the Contractor until the violation has been fully cured; (v) withhold all payments due to the Contract until a mutually agreeable resolution has been reach with the City; and/or (vi) assess any liquidated damages under Section 6.2 of the CBI Manual. The remedies set forth herein shall be deemed cumulative and not exclusive, and may be exercised successively or concurrently, in addition to any other available remedy.

Liquidated Damages. The City and the Contractor acknowledge and agree that the City will incur costs if the Contractor violates the CBI Policy and/or CBI Manual in one or more of the ways set forth below, including but not limited to loss of goodwill, detrimental impact on economic development and diversion of internal staff resources. The parties further acknowledge and agree that the damages the City might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay the liquidated damages assessed by the City at the rates set forth below for each specified violation of the CBI Policy. The Contractor further agrees that for each specified violation the agreed upon liquidated damages are reasonably proximate to the loss the City will incur as a result of such violation:

I. **Failure to Meet Contract Goal**
If a Contractor will not or did not meet a Contract Goal and such failure is not excused pursuant to Section 5.1.2 of the CBI Manual, then the City may assess the lesser of: (a) $200,000 or (b) the dollar difference between the Contract Goal and the Contractor's actual MWSBE utilization. This may be assessed only once per Contract.

II. **Use of a Conduit**
If the Contractor lists an MWSBE for a Contract Goal with knowledge that the MWSBE will be acting as a Conduit or will not be performing a Commercially Useful Function, the City may assess the lesser of: (a) $100,000 per incident; or (b) the dollar amount stated on the MWSBE's letter of intent.

III. **Wrongful Termination or Replacement of an MWSBE Subcontractor**
If the Contractor terminates or replaces an MWSBE Subcontractor in violation of Section 5.3.1 of the CBI Manual, then the City may assess the lesser of: (a) $50,000 per incident; or (b) the dollar amount of the prospective work to be performed by the MWSBE Subcontractor.

IV. **Failure to Perform Modified Good Faith Efforts**
If the Contractor fails to comply with Section 4.2 of the CBI Manual, then the City may assess the lesser of: (a) $50,000 per incident; or (b) the dollar amount of the prospective work to be performed by the MWSBE Subcontractor.

V. **False Statements and Misrepresentations**
If the Contractor makes a false statement, material misrepresentation, or material misleading omission regarding any matter, then the City may assess the lesser of: (a) $50,000 per incident; or (b) the dollar difference between the Contractor represented as payment and what was actually paid. In the event of any overlap between Section 6.2.5 of the CBI Manual and Section 6.2.2 of the CBI Manual, then the damages set forth in Section 6.2.2 of the CBI Manual shall apply.

VI. **Failure to Respond to Request for Information**
If the Contractor fails to provide any report, documentation, affidavit, certification, or written submission required under the CBI Program within the time period set forth therein, the City may assess $40 per Day until receipt of the item.

VII. **Use of An Affiliate to Meet the Contract Goal**
If the Contractor listed an MWSBE for a Contract Goal with knowledge that the MWSBE is an Affiliate and the City cannot invoke Section 5.2.2 of the CBI Manual, then the City may assess the lesser of: (a) $75,000 per incident or (b) the dollar amount paid to the MWSBE Affiliate. In the event of any overlap between Section 6.2.7 of the CBI Manual and Section 6.2.2 of the CBI Manual, then the damages set forth in Section 6.2.2 shall apply.

VIII. **Quick Pay Commitment**
If a Quick Pay Commitment is offered to any MWSBE Subcontractor in the Vendor Documents but is not subsequently honored, then the City may assess the lesser of: (a) $50,000 or (b) ten percent (10%) of the dollar amount listed on the MWSBE Subcontractor's letter of intent.

IX. **Violation of Exempt Performance Allowance**
If a Contractor submits an affidavit under Section 3.2 of the CBI Manual but Subcontracts thereafter, then the City may assess the lesser of: (a) $25,000 per incident; or (b) the dollar amount of the work performed by any and all Subcontractors.

The City shall be entitled to exercise all remedies and recover all damages set forth in Section 6 of the CBI Manual directly from each Contractor that the City enters into a Contract with, regardless of whether such remedies or damages are due to a breach by that Contractor or by a Subcontractor on the applicable project. Each Contractor on a Contract shall be responsible for taking appropriate measures to enable it to exercise all remedies and recover all damages set forth in Section 6 directly from each Subcontractor. Additionally, the City shall be a third-party beneficiary to each Contract for the purpose of seeking injunctive relief and other remedies to the extent necessary to enforce the CBI Program directly against Contractors, though the City shall have no obligation to do so.

7. CBI FORMS:

Bidders shall submit the following CBI forms within the timeframes indicated below:

CBI FORM	SUBMISSION REQUIREMENTS
CBI Form 1: Intent to Perform Contract with Own Workforce Affidavit A Bidder that intends to perform 100% of the work on a Contract with its own workforce must submit an Affidavit (CBI Form 1) stating 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 work on this Contract with its own current workforces. If the Bidder is not licensed to perform each and every type of work included in the Contract, or if the City has cause to believe based on past practice or other grounds that the Bidder will not be performing all work under the Contract with its own workforce, then the City may reject the Bidder's Bid for non-compliance with the CBI Policy.	**Due at bid opening if the Bidder intends to perform 100% of the work.** In addition to submitting a completed CBI Form 1, the Bidder must also provide, at Bid Opening sufficient supporting documentation for the City to determine that the Bidder does not customarily subcontract work on this type project.
CBI Form 2: Solicitation Form Identifies all MWSBEs the Bidder contacted and any MWSBEs that contacted the Bidder. Documentation content includes: Scope of work, MWSBE contact, date and method of contact, response status, as well as other information. Note: For each scope of work bid by a MWSBE and NOT awarded to a MWSBE, Bidder must complete CBI Form 2A documenting the reason(s) for rejecting the MWSBE's Bid.	**Not due at time of bid.** This form will only need to be submitted if the Bidder does not meet the established goal(s). If requested by the City, Bidder must submit form within three (3) Business Days from the initial request. ALL supporting documentation, reflecting the solicitation methods and content, must be submitted at the same time as CBI Form 2.
CBI Form 2A: Good Faith Negotiation Form. Bidders must submit a completed CBI Form 2A for each MWSBE who bid the project and was ultimately not selected by the Bidder to participate on the Contract.	**Not due at time of bid.** This form will only need to be submitted if the Bidder does not meet the established goal(s). If requested by the City, Bidder must submit form within three (3) Business Days from the initial request.

CBI FORM	SUBMISSION REQUIREMENTS
CBI Form 3: Subcontractor / Supplier Utilization Commitment. Identifies all MWSBE, and non-MWSBE subcontractors and suppliers to be utilized on the Contract and the dollar amounts committed to MWSBEs and non-MWSBEs.	**DUE AT BID OPENING. Must be completed and signed.**
CBI Form 3A: Subcontractor/Supplier Utilization Commitment – ALTERNATES. Identifies additional MWSBE commitments made after Bid Opening, when there are accepted alternates. This form will only be accepted when the City selects alternates.	**Not due at time of bid.** This form will be requested if the project contains alternates. If requested by the City, Bidder must submit form within three (3) Business Days from the initial request.
CBI Form 4: Letter of Intent. Bidders must submit a separate Letter of Intent executed for each MWSBE listed on CBI Form 3 and CBI Form 3A (if applicable) that the Bidder commits to utilize on the Contract.	**Not due at time of bid.** Must be submitted within three (3) Business Days after requested by the City.
CBI Form 5: Good Faith Efforts (GFE) and Statement of GFE Compliance. Identifies the minimum GFE points required for this contract, the GFE Categories, and respective GFE Points value for each GFE Category. Bidder must check each GFE Category for which it has performed the respective effort, as described in Part B Section 5.3 of the CBI Policy.	**Not due at time of bid.** This form will only need to be submitted if the Bidder does not meet the established goal(s). If requested by the City, Bidder must submit form within three (3) Business Days from the initial request.

All CBI Forms are available online at www.charlottebusinessinclusion.com

MWSBE vendors can be found on the City's InclusionCLT system: https://charlotte.diversitycompliance.com/

Lawyers Road SW (Harri Ann to Chestnut)

NIGP Code	Commodity Code Description
91244	Excavation Services
91319	Construction, Curb and Gutter Includes Maintenance, Repair, and Removal)
91345	Construction, Sewer, and Storm Drain
91347	Construction, Sidewalk, and Driveway includes Pedestrian and Handicap Ramps)
91396	Paving/Resurfing, Street (Major and Residential)
91455	Masonry
92914	Asphalt Pavers Maintenance and Repair
96185	Utility Services, Water
96861	Pavement Markings Services (Including Removal of Markings)
96884	Traffic Control Services (To Include Placement and Removal of Control Devices)

Lawyers Road SW (Harri Ann to Chestnut)	
NIGP Code	**Commodity Code Description**
98814	Erosion Control Services
98815	Fence Installation, Maintenance and Repair

CBI FORM 1 - INTENT TO PERFORM CONTRACT WITH OWN WORKFORCE

Affidavit of _____
(Name of Bidder)

I hereby certify that I have read Section 3.2 of the CBI Administrative Procedures Manual, and affirm 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 the Bidder's own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the City of Charlotte in support of the above statement. If additional scopes of work are added after the Bidder has been awarded the Contract, then the Bidder agrees to make a Good Faith Effort to utilize certified Minority, Women, Small Business Enterprises (MWSBEs), as applicable, where possible.

The undersigned hereby certifies that they have read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____

SEAL

State of _____ County of _____

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

Notary Public _____

My commission expires _____

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CBI FORM 2: SOLICITATION FORM

Copy this Form 2 as needed to document MWSBE contacts.

Per Section 4 of the CBI Administrative Procedures Manual, the Bidder must make the required contacts no less than ten (10) Days before Bid Opening to receive credit for this Good Faith Effort. All contacts must be verifiable with supporting documentation reflecting the methods and content of the solicitation. All documentation must be submitted with CBI Form 2. Bidder may also provide an Excel sheet with the same information listed in this Form 2 as supplemental documentation.

A Bidder must submit CBI Form 2 within the time specified in the City Solicitation Documents. If no time period is specified in the City Solicitation Documents, the Bidder must submit CBI Form 2 within three (3) Business Days after the City requests it.

If checking "No" for "Selected" below, the Bidder must document the reasons for rejecting each bid submitted by an M/W/SBE on CBI Form 2A.

Bidder Name:	
Project Name:	
Project Number:	
Number of M/W/SBEs Contacted by Bidder:	

M/W/SBE Firm (Circle one or both):				Contact Person:	
Scope of Work:				NIGP Commodity Code:	
Initial Contact:	Date:	Method:	☐ Email	☐ Fax	☐ Courier
Follow-up:	Date:	Method:	☐ Phone	☐ In-Person	
Response:	☐ No response	☐ Not bidding		☐ Is bidding $	☐ Other (explain)
Selected:	☐ Yes	☐ NO (explain)			

M/W/SBE Firm (Circle one or both):				Contact Person:	
Scope of Work:				NIGP Commodity Code:	
Initial Contact:	Date:	Method:	☐ Email	☐ Fax	☐ Courier
Follow-up:	Date:	Method:	☐ Phone	☐ In-Person	
Response:	☐ No response	☐ Not bidding		☐ Is bidding $	☐ Other (explain)
Selected:	☐ Yes	☐ NO (explain)			

M/W/SBE Firm (Circle one or both):				Contact Person:	
Scope of Work:				NIGP Commodity Code:	
Initial Contact:	Date:	Method:	☐ Email	☐ Fax	☐ Courier
Follow-up:	Date:	Method:	☐ Phone	☐ In-Person	
Response:	☐ No response	☐ Not bidding		☐ Is bidding $	☐ Other (explain)
Selected:	☐ Yes	☐ NO (explain)			

M/W/SBE Firm (Circle one or both):				Contact Person:	
Scope of Work:				NIGP Commodity Code:	
Initial Contact:	Date:	Method:	☐ Email	☐ Fax	☐ Courier
Follow-up:	Date:	Method:	☐ Phone	☐ In-Person	
Response:	☐ No response	☐ Not bidding		☐ Is bidding $	☐ Other (explain)
Selected:	☐ Yes	☐ NO (explain)			

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CBI FORM 2A: GOOD FAITH NEGOTIATION FORM

This Bidder must complete this form for each M/W/SBE who submitted a project bid but was not included on the Bid submission.

A Bidder must submit CBI Form 2A within the time specified in the City Solicitation Documents. If no time period is specified in the City Solicitation Documents, the Bidder must submit Form 2A within three (3) Business Days after the City requests it.

Per Section 4 of the CBI Administrative Procedures Manual, Bidders must provide Good Faith Negotiation documentation within the time period specified by the City. Failure to comply with this requirement shall constitute grounds for rejecting a Bid.

Bidder Name:	
Project Name:	
Contact Person Name:	

M/W/SBE INFORMATION

Firm Name	Scope of work for which a Bid was submitted	M/W/SBE Bid Amount ($)

Rationale for REJECTING M/W/SBE's SUBCONTRACTING BID:

Was the M/W/SBE's bid higher than what was proposed by the subcontractor/supplier selected by the Bidder? **Y** ☐ **N** ☐

Was the M/W/SBE's bid higher than the Bidder's cost of performing such work on its own? **Y** ☐ **N** ☐

Who were the other Bidders?	**What were the Bid Amounts?**
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

Is the Business Enterprise that will be performing in place of the Interested M/W/SBE more qualified than the Interested M/W/SBE, to the extent that such difference in qualification would materially impact the Bidder's Bid? **Y** ☐ **N** ☐

Explanation:

Is there a material deficiency with the Interested M/W/SBE's bid? (e.g. Bid submitted late; Bid had inaccurate information) **Y** ☐ **N** ☐

Explanation:

If the M/W/SBE was **NOT** a "Qualified M/W/SBE" (as defined in Section 2 of the CBI Administrative Procedures Manual), please state the reasons below:

Explanation:

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CBI FORM 3A: SUBCONTRACTOR/SUPPLIER UTILIZATION COMMITMENTS – ALTERNATES

Copy this CBI Form 3A as needed.

In the event Alternates are selected by the City, the established Subcontracting Goal(s) for this Contract will apply to the total contract amount, including contingency and the selected Alternates ("Total Contract Amount"). In such an instance, Bidders must identify additional M/W/SBE commitments (for all tiers) and submit CBI Form 3A showing all commitments made after Bid Opening.

Bidder is not exempt from the CBI requirements due at bid time. In order to submit CBI Form 3A showing additional M/W/SBE commitments, a Bidder MUST either (i) have submitted CBI Form 3 at Bid Opening (and/or within 24 hours of bid opening) with 100% (or more) of the established Subcontracting Goal(s) met on the Total Contract Amount, or (ii) have met the Good Faith Efforts and Good Faith Negotiation requirements set forth in Section 4 of the CBI Administrative Procedures Manual. If the Bidder fails to meet both the established Subcontracting Goal(s), and the Good Faith Efforts and Good Faith Negotiation requirements set forth in Section 4 of the CBI Administrative Procedures Manual, the Bid shall be rejected.

A Bidder must submit CBI Form 3A within three (3) Business Days after the City requests it.

Bidder Name:			
Project Name:			
MBE Goal:		**WBE Goal:**	
SBE Goal:			

List below the additional M/W/SBE commitments that you intend to use on this Contract, committed post-Bid Opening, as a result of alternates selected by the City. Scopes of work and NIGP codes listed below on Form 3A cannot have been listed on CBI Form 3, unless the amended utilization is associated with an M/W/SBE already listed on CBI Form 3.

M/W/SBE Name	Description of work / materials	NIGP Commodity Code	Total Projected Utilization ($)

Form 3A MBE Utilization $ _____

Form 3A WBE Utilization $ _____

Form 3A SBE Utilization $ _____

Initial Form 3 MBE Utilization $ _____

Initial Form 3 WBE Utilization $ _____

Initial Form 3 SBE Utilization $ _____

Cumulative MBE Utilization (Form 3 & Form 3A) $ _____

Cumulative WBE Utilization (Form 3 and Form 3A) $ _____

Cumulative SBE Utilization (Form 3 and Form 3A) $ _____

Total Contract Amount (including Contingency and alternates selected by the City) $ _____

Percent MBE Utilization (Cumulative MBE Utilization *divided by* Total Contract Amount) _____ **%**

Percent WBE Utilization (Cumulative WBE Utilization *divided* by Total Contract Amount) _____ **%**

Percent SBE Utilization (Cumulative SBE Utilization *divided* by Total Contract Amount) _____ **%**

Signature

Your signature below indicates that the undersigned Company certifies and agrees that:

(a) It has complied with all provisions of the CBI Policy; and (b) failure to properly document such compliance in the manner and within the time periods established by the CBI Policy shall constitute grounds for rejection of your bid.

Signature of Authorized Official	Printed Name	Title	Submittal Date

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CBI FORM 4: LETTER OF INTENT

Per Section 3.5 of the CBI Administrative Procedures Manual, within three (3) Business Days after receiving a request from the City (or within such longer time as may be communicated by the City in writing), a Bidder must submit a separate Letter of Intent for each M/W/SBE listed on CBI Form 3 and CBI Form 3A (if applicable).

Project Name:	**Lawyers Road SW (Harri Ann to Chestnut)**

To be completed by the Bidder			
Name of Bidder:			
Address:			
Contact Person:		Email:	
Telephone:		Fax:	

If the Bidder has entered into a Quick Pay Agreement, in association with this Letter of Intent and as defined in the CBI Administrative Procedures Manual, please attach a copy of the executed Agreement with the undersigned M/W/SBE.

Identify in complete detail the scope of work to be performed or item(s) to be supplied by the M/W/SBE.

_____

Cost of work to be performed by the M/W/SBE: **$** _____

To be completed by the M/W/SBE			
Name of the M/W/SBE:			
Address:			
Contact Person:		Email:	
Telephone:		Fax:	

Upon execution of a Prime Contract with the City for the above referenced project, the Bidder certifies that it intends to utilize the M/W/SBE listed above, and that the description, cost and percentage of work to be performed by the M/W/SBE as described above is accurate. The M/W/SBE firm certifies that it has agreed to provide such work/supplies for the amount stated above.

Bidder:	_____ Signature and Title	Date:	_____
M/W/SBE Firm: (Circle one or both)	_____ Signature and Title	Date:	_____

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CBI FORM 5 - GOOD FAITH EFFORTS (GFE) AND STATEMENT OF GFE COMPLIANCE

Bidder Name:	
Project Name:	

Per Section 3 of the CBI Administrative Procedures Manual, if a Bidder has not fully met the **established Subcontracting Goal(s)** for this project, then the Bidder must document it has met the GFE requirements by completing this Form. GFE Points will be calculated, independently, for each Subcontracting Goal that is not met. For instance, if the Bidder fails to meet both the WBE Goal and the MBE Goal that was set, the Bidder will have to earn the minimum GFE points for WBEs and also the minimum GFE Points for MBEs.

Detailed information of the City's GFE requirements can be found in Section 4 of the CBI Administrative Procedures Manual. The Bidder must submit CBI Form 5 within three (3) Business Days after the City requests it, unless specified otherwise in the City Solicitation Documents. Failure to do so constitutes grounds for rejection of the Bid. Below is a list of Good Faith Efforts as defined in Section 4. To the left of each item is the number of points assigned to that item. Please place an "X" in the first column for each item you are claiming credit. Failure to achieve the minimum number of Good Faith Efforts points stated in the box below constitutes grounds for rejection of your bid.

NOTE: All actions necessary to earn GFE Points must be undertaken prior to Bid Opening.

Total Available GFE Points is: 155		**Minimum Number of GFE Points Required for this Project is: 50**
Points		**Good Faith Effort (GFE)**
☐	10	**Section 4.1.1: Contacts.** Any communication with MWSBEs must be through personal, frequent, and persistent contact and by promptly returning telephone calls, facsimiles, and emails. MWSBEs shall be contacted in a manner reasonably calculated to meet each Contract Goal established for the Contract. Factors considered may include, but are not limited, to: 4.1.1.1 The number of MWSBEs contacted in the Relevant Market; 4.1.1.2 Whether MWSBEs perform scopes of work sufficient to meet each Contract Goal; 4.1.1.3 Whether the contacts were made for the first time at least ten (10) Days before the Bid Opening; 4.1.1.4 How the contacts were made; 4.1.1.5 Whether the contacts were documented in a verifiable way (and in compliance with any forms provided by the City); 4.1.1.6 Whether the substance of the Vendor Documents was reasonably sufficient to generate a response from MWSBEs; 4.1.1.7 Whether prompt and adequate responses were provided to MWSBE inquiries; 4.1.1.8 Whether follow-up contacts were made to MWSBEs that did not respond to the initial contact; 4.1.1.9 Whether the Bidder provided the project name and Vendor Documents; and, 4.1.1.10 Whether a written or electronic correspondence log was maintained which listed the names of MWSBEs contacted, telephone or fax numbers, email addresses, dates of contact, scope of work for which each MWSBE was asked to provide a bid, and the results of that contact.
☐	10	**Section 4.1.2: Making Plans Available**. The Solicitation and Vendor Documents shall be available at least ten (10) Days before the Bid Opening for inspection by any MWSBE contacted under Section 4.1.1. MWSBEs may access the Solicitation and Vendor Documents at no cost to them either (i) through an email address or electronic document storage, (ii) on a website, (iii) at a physical address, (iv) by a mailing address, and/or (v) by a telephone/fax number.

☐	10	**Section 4.1.3: Breaking Down Work**. Any work for MWSBEs should be broken down or combined to facilitate MWSBE participation and provided to any MWSBE contacted under Section 4.1.1. The break down or combination of work may be shown through active negotiations with MWSBEs or by placing the scopes of work in the Vendor Documents and expressing a willingness to negotiate with MWSBEs about the scope of work. No points shall be awarded for simply restating the scopes of work listed in the Solicitation.
☐	10	**Section 4.1.4: Working With MWSBE Assistance Organizations.** Any outreach to an MWSBE Assistance Organization for the recruitment of MWSBEs must occur at least ten (10) Days before Bid Opening. No points shall be awarded for only posting the Vendor Documents on the website of the MWSBE Assistance Organization. Examples of working with assistance organizations include, but are not limited to, holding a project specific information session with an organization, presenting at a member meeting or holding an outreach event with the organization. **An "MWSBE Assistance Organization**" is an organization identified by the City of Charlotte and listed in the City Solicitation Documents as providing assistance in the recruitment of MBEs/SBEs.
☐	10	**Section 4.1.5: Attendance at Pre-Bid.** The name and signature of the Business Enterprise's representative must be placed on the City's sign-in sheet for any Solicitation meeting or attendance recorded by the City if the Pre-Bid meeting is held virtually.
☐	20	**Section 4.1.6: Bonding or Insurance Assistance on Construction Contract**. MWSBEs should receive significant and meaningful bonding, insurance, or an alterative to bonding and insurance requirements and any corresponding verification shall provide: (i) the MWSBE's contact information; (ii) a description of what was provided; (iii) when it was provided; and, (iv) any additional information requested by the City. No points shall be award for any assistance provided to an Affiliate.
☐	10	**Section 4.1.7: Negotiating in Good Faith with MWSBEs**. Frequent communications must demonstrate an ongoing good faith negotiation with any MWSBE about performing a scope of work. If the MWSBE is not utilized, then any corresponding verification shall provide: (i) the MWSBE's contact information; (ii) a description of the scope of work discussed during the negotiation; (iii) the price for the scope of work; (iv) when the negotiation occurred; (v) the results of the negotiation; (vi) any legitimate reason for not utilizing the MWSBE; and, (vii) the responses to the Vendor Documents from other Business Enterprises. No points shall be award for any assistance provided to an Affiliate or for reasons deemed to be illegitimate by the City.
☐	25	**Section 4.1.8: Financial Assistance.** MWSBEs should receive significant and meaningful financial assistance and any corresponding verification shall provide: (i) the MWSBE's contact information; (ii) a description of what was provided; (iii) when it was provided; and, (iv) any additional information requested by the City. No points shall be award for any assistance provided to an Affiliate.
☐	20	**Section 4.1.9: Entering Into Joint Venture.** Any Business Enterprise negotiating to create a Joint Venture shall provide the following corresponding verification: (i) the MWSBE's contact information; (ii) a description of the proposed Joint Venture; (iii) when it was offered; and, (iv) any additional information requested by the City. No points shall be award for any assistance provided to an Affiliate
☐	20	**Section 4.1.10: Quick Pay Agreements on the Construction Contract Up For Award**. A written Quick Pay Commitment must be provided to all MWSBEs contacted under Section 4.1.1 and must be provided prior to Bid Opening. No points shall be awarded if (i) no points were awarded for Section 4.1, (ii) the Quick Pay Commitment has a statement indicating that the Bidder will consider entering into a Quick Pay Commitment; or (iii) the Bidder only verbally communicated the Quick Pay Commitment to the Subcontractor.

Total GFE Points (Claimed by Bidder) _____ **Total GFE Points Earned (Assessed by City)** _____

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00 60 00 – PROJECT FORMS

CONTRACTOR'S AFFIDAVIT

RELEASE AND WAIVER OF CLAIM

STATE OF: _____ **COUNTY OF:** _____

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

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

2. This Affidavit, Release and Waiver of Claim is made concerning the construction of the following project:

   Project Name: Lawyers Road SW (Harri Ann to Chestnut)

   Project No.: PMES241808

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

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

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

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

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

_____
(Contractors Signature)

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

Signature of Notary Public _____

of _____ County

State of _____

My Commission Expires: _____

STATE / COUNTY
SALES / USE
TAX STATEMENT

PROJECT: Lawyers Road SW (Harri Ann to Chestnut)

CONTRACTOR/ SUBCONTRACTOR: _____

PERIOD COVERED: _____ **PAGE:** _____ **of** _____

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

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

Signed: _____

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

Signature of Notary Public _____

of _____ County

State of _____

My Commission Expires: _____

04/2019 SPPPFORM30

INSPECTION RECORD FOR ACTIVITIES UNDER STORMWATER GENERAL PERMIT NCG010000
SELF-INSPECTION RECORD FOR LAND DISTURBING ACTIVITIES PER § 113A-54.1
RESPONSE FOR EROSION CONTROL FORM 1675

PROJECT LOCATION _____ **TIP/WBS#** _____
LEVEL II SUPERVISOR _____ **COUNTY** _____
CONTRACTOR _____

All erosion and sedimentation control measures and stormwater discharge outfalls must be inspected once per seven calendar days AND within 24 hours of a rainfall of 1.0 inch or greater per 24-hour period. Permittee must keep a record of inspections. If using on site rain gage, complete daily rainfall measurement. If using Multi Precipitation Estimator (MPE), attach rainfall data for weekly period.

Day	Date	Rain Amt (in)	Notes
M			
T			
W			
Th			
F			
Sat			
Sun			

Phase of Grading (Place a check in the box of the current project phase)	
Initial installation of erosion and sediment control measures	
Clearing and grubbing of existing ground cover	
Completion of any grading that requires groundcover	
Installation of storm drainage facilities	
Completion of all land disturbing activity	
Establishment of permanent ground cover sufficient to restrain erosion	

Has all land disturbing activity been completed? (Y/N) _____
Has the final permanent ground cover been completed and established? (Y/N) _____

Exceptions to standard monitoring requirements

Idle projects: Idle projects must be inspected once every 14 calendar days and after 1.0" of rain in a 24-hour period. Idle projects are projects that have not been completed but where no construction activity occurs for 21 calendar days or more AND the entire project has been adequately stabilized with temporary vegetation pursuant to DEMLR guidelines.

Completed projects: Completed projects are those projects where work has been completed and you're waiting for the permanent vegetation to establish (i.e. waiting for the grass to grow). Completed projects must be inspected once every 30 calendar days AND within 24 hours of a rain event 1.0 inch or greater in 24 hours. The reduced monitoring can begin once construction has been completed, and erodible slopes have been sufficiently stabilized to restrain erosion by application of permanent ground cover varieties and installation of temporary ground cover to include appropriate erosion control matting and/or other approved mulch materials.

By this signature, I certify (in accordance with Part IV, Section B, 6(d) of the NCG010000 permit) that this report is accurate and complete to the best of my knowledge:

Cert. Level II Supervisor	Cert. #
NCDOT Cert. Level II Representative	**Cert. #**

Form should not be signed until the week is complete and ALL corrective actions have been completed in the 24 hour and/or 5 day time periods.

04/2019 SPPPFORM30

Stormwater Discharge Outfalls (SDO)

(Required to list each SDO for each inspection)

Inspection Date	Station Number	Corrective Actions Needed	Priority*	Date Corrected	Visible Sedimentation and Stream Turbidity: Other Pollutants**	Sediment Deposited***	Stream Clarity****

04/2019 SPPPFORM30

Erosion & Sedimentation Control Devices

(Required to list all devices that need maintenance)

Inspection Date	Station Number	Corrective Actions Needed	Priority*	Date Corrected

04/2019 SPPFORM30

RESPONSE FOR EROSION CONTROL - INSPECTOR'S DAILY REPORT
SUBSTITUE FORM 1675

Pay Item	Standard/Metric Unit	Quantity	Comments
Temporary Silt Fence	LF M		
Special Sediment Control Fence	TN/MTN LF/M		
Temporary Mulching	AC HA		
Seed - Temporary Seeding	LB KG		
Fertilizer - Temporary Seeding	TN MTN		
Matting for Erosion Control	SY M^2		
Coir Fiber Mat	SY M^2		
Coir Fiber Baffles	LF M		
Perm. Soil Reinforcement Mat	SY M^2		
Seeding and Mulching	AC HA		
Seed - Repair Seeding	LB KG		
Fertilizer - Repair Seeding	TN MTN		
Seed for Supplemental Seeding	LB KG		
Fertilizer Topdressing	TN MTN		
Response for Erosion Control	EA EA		
Safety/Highly Visible Fencing	LF M		

00 70 00 – STANDARD SPECIAL PROVISIONS

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

ARTICLE 1: NCDOT STANDARD SPECIFICATIONS

1.1 NCDOT Standard Specifications

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

The NCDOT Standard Specifications are hereby modified as follows:

Section #	Modification
101-3	Modify the Definitions as provided in Section 00 20 00 Article 1 of this Project Manual.
102-1	Delete lines 31 through 32.
102-2	Delete this section in its entirety.
102-3	Delete lines 12 through 15.
102-7	Delete 3rd sentence in the second paragraph and replace it with "Contact *City of Charlotte* office"
102-8	Delete 1st sentence of the first paragraph.
102-8(A)(11)	In line 31, replace "14 calendar days" with "10 calendar days".
102-8(B)(9)	In line 32, replace "14 calendar days" with "10 calendar days".
102-9(C)	Delete lines 26 through 28. In line 42, replace "14 calendar days" with "10 calendar days".
102-9(C)(2)	Delete lines 35 through 44 and replace it with the following: "Execution of Bid, Non-Collusion Certification, Debarment Certification and Gift Ban Certification forms will be included in the proposal as part of the signature sheets. Execution of the signature sheets will constitute Execution of the Bid, Non-Collusion Certification, Debarment Certification and Gift Ban Certification."
102-10	In line 11, replace "14 calendar days" with "10 calendar days". Delete lines 42 to 43.
102-14(A) *and* 103-2 (A)(4)(a)	In addition to "*State Funded Projects*", these sections also apply to "*City Funded Projects."*
102-15 (J)	Delete this sentence in its entirety and replace with the following: "*Failure to satisfy the City's Charlotte Business Inclusion Program or failure to satisfy NCDOT's Minority, Women or Disadvantaged Business Enterprise requirements, whichever program is applicable as required in the project Bidding Documents."*
103-3(A)	Delete the reference to "*North Carolina General Statute 136-28.1*" and replace with the reference to "*North Carolina General Statute 143-129.1*"
103-3(A)(5)	Delete the "*48 hours*" notice of bid withdrawal and replace with "*72 hours*".
103-3(B) and 103-3(C)	Delete these sections in its entirety and replace applicable procedures established in North Carolina General Statutes 143-129.1.
103-3(D)	In line 25, replace "14 calendar days" with "10 calendar days".
103-7	In line 38, replace "14 calendar days" with "10 calendar days".
103-9	In line 2, replace "14 calendar days" with "10 calendar days".

104-8(A)(1)	Delete line 23 through 29 and replace with the following: When the Engineer and the Contractor agree to the prices to be paid, the agreement will set forth in a change order. The Contractor may begin work by written authorization from Engineer before executing the change order.
104-12	Modify the 3rd sentence of the 1st paragraph as follows: "This specification applies to proposals submitted by the Contractor using the Value Engineering Proposal (VEP) Submittal Form on the Department's website or equivalent."
104-12(B)	Delete following part from line 20: "the Value Management Office"
104-12(D)	Delete following part from line 2-3: "the Value Management Office at ValueManagementUnit@ncdot.gov"
104-12(E)	Delete following part from line 23: "and the State Value Management Engineer at ValueManagementUnit@ncdot.gov"
104-12(F)	Delete lines 39 through 41 and replace with the followings: "In addition to the technical review, a Design-Build VEP will be reviewed by the City for fairness of approximate savings noted by the Contractor."
104-12(G)	Delete following part from page 1-37, line 45 and page 1-38, line 45-46: "the Value Management Office at ValueManagementUnit@ncdot.gov" In line 23 of page 1-38, delete the reference of " the State Estimator" and replace with "the Engineer".
104-13	Modify the 2nd sentence of the 3rd paragraph as follows: "This proposal shall be submitted to the Engineer."
107-1	Delete lines 37 through 41 in its entirety and replace it with City's Commercial Non-Discrimination Policy of Section 00 70 00 of this Project Manual.
107-15	Delete this section in its entirety and replace with Insurance Requirements of Section 00 70 00 of this Project Manual.
108-4	Insert the following after Line 29: The Contractor's project superintendent and other individuals representing the Contractor who are knowledgeable of the Contractor's proposed progress schedule or who will be in charge of major items of the work shall attend the construction conference.
108-10(B)(5)	Delete this section in its entirety.
108-13	Delete this section in its entirety and replace with the Termination of Section 00 70 00 of this Project Manual.
109-11	Delete this section "*Interest on Final Payment*" in its entirety.

1.2 ERRATA

(1-16-24) Z-4

Revise the *2024 Standard Specifications* as follows:

Division 3

Page 3-5, Article 305-2 MATERIALS, after line 16, replace " 1032-3(A)(7)" with "1032-3" and add the item "Galvanized Corrugated Steel Pipe" with Section "1032-3".

Page 3-6, Article 310-2 MATERIALS, after line 9, add the item "Galvanized Corrugated Steel Pipe" with Section "1032-3".

Division 9

Page 9-17, Article 904-4 MEASUREMENT AND PAYMENT, prior to line 1, replace " Sign Erection, Relocate Type (Ground Mounted)" with "Sign Erection, Relocate Type ___ (Ground Mounted)".

Division 10

Page 10-51, Article 1024-4 WATER, prior to line 1, delete the "unpopulated blank row" in Table 1024-2 between "Time of set, deviation from control" and "Chloride Ion Content, Max.".

Page 10-170, Subarticle 1081-1(C) Requirements, line 4, replace "maximum" with "minimum".

Division 11

Page 11-15, Article 1160-4 MEASUREMENT AND PAYMENT, line 24, replace "Where barrier units are moved more than one" with "Where barrier units are moved more than once".

Division 15

Page 15-10, Article 1515-4 MEASUREMENT AND PAYMENT, lines 11, replace " All piping" with "All labor, the manhole, other materials, excavation, backfilling, piping".

Division 16

Page 16-14, Article 1633-5 MEASUREMENT AND PAYMENT, line 20-24 and prior to line 25, delete and replace with the following " *Flocculant* will be measured and paid in accordance with Article 1642-5 applied to the temporary rock silt checks."

Page 16-3, Article 1609-2 MATERIALS, after line 26, replace "Type 4" with "Type 4a".

Page 16-25, Article 1644-2 MATERIALS, after line 22, replace "Type 4" with "Type 4a".

ARTICLE 2: CITY STANDARD PROVISIONS

2.1 Curb and Gutter Tapers and Transitions

The Contractor shall be responsible for constructing concrete curb and gutter end tapers and concrete curb and gutter transitions as shown on the plans and in the specifications, including CLDS 10.19 curb transitions. Payment will be made at the contract unit prices of the adjacent curb and gutter for the various curb types in NCDOT Section 846, "Concrete Curb, Concrete Curb and Gutter, Concrete Gutter, Shoulder Berm Gutter, Concrete Expressway Gutter and Concrete Valley Gutter" and CLDS 10.17 "Curb and Gutter".

2.2 Pipe Culverts

Materials

All rigid pipe shall be in accordance with NCDOT section 1032-6 and NCDOT section 310.

Joint Wrap

All rigid pipe shall be installed per NCDOT section 300-6 (A) except that all pipe shall have Type 2 filtration geotextile wrapped around all pipe joints. Extend geotextile at least 12" beyond each side of the joint, overlap ends by 12" minimum. Secure geotextile against the outside of the pipe by methods approved by the Engineer. There will be no separate measurement or payment for the joint wrapping, the price of the work will be included in the price bid for the individual line item.

Joint Wiping

Interior wiping of concrete pipe joints is prohibited. Treatment, including but not limited to, application of mortar, cement, epoxy or other materials used to seal, fill, or cover internal joint gaps without the written permission from the Engineer will not be allowed. Prior to acceptance, the interior surface of the pipe including the joints, shall be 100% visible for inspection. Any material found to be obstructing the evaluation of the condition of the joint may result in pipe replacement, may require an exterior collar or may require internal joint and/or pipe lining at the contractor's expense.

Pipe Video

Pipe videos provide an opportunity to view the quality of the pipe installation and make appropriate repairs in a timely and efficient manner; view internal structural integrity of the joint, sealant and overall condition of installation that is not otherwise available through traditional inspection practices. All closed storm drainage systems will be videoed by a NASSCO certified provider by the City to evaluate the internal condition of the system. Deficiencies will be identified and provided to the Contractor for repair. Once repairs are completed, the Contractor will be responsible for the costs associated with the re-video of the repairs made, including where external repairs were performed. The City will utilize their provider for the re-video service and will deduct the invoiced amount from the final project payment.

2.3 Existing Utilities

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

The owners of utilities in this Project could include:

1. Alltel / Windstream Communications
2. Duke Energy Company
3. Piedmont Natural Gas Company

4. Charlotte-Mecklenburg Utility Department
5. American Telephone & Telegraph
6. Spectrum
7. MCI Communications
8. Charlotte Department of Transportation
9. Xspedius Communications
10. Google Fiber

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

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

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

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

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

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

2.4 CDOT Street Maintenance Division Street Cut Regulations

The CDOT Street Maintenance Division requires that any Utility Company, Contractor, Developer, or agents thereof engaged in the excavation of streets, sidewalks, and curb and gutter in City of Charlotte street rights-of-way must ensure that;

- A street cut permit is requested and available prior to the commencement of the excavation of streets, sidewalks and curb and gutter within the Right of Way.
- During excavation and restoration activities a certified company representative is present on the job site.

Excavation certification can be obtained by attending a 4-hour class to become familiar with street cut policies, procedures and requirements for excavating and restoring Charlotte right of way infrastructure.

Once these foremen/lead persons obtain certification, they are placed on an approved Street Cut Certification List maintained by SMD.

2.5 Concrete

All concrete used on City projects will be required to meet the NCDOT Standard Specifications for Roadways and Structures. In addition the following City requirements apply:

The City of Charlotte or their Independent Testing Laboratory (ITL) will perform all testing for Slump, Air Content, Temperature, and Compressive Strength for City approved/accepted concrete mix designs.

Compressive Strength Quality Assurance for Incidental Concrete:

The following Quality Assurance Specifications shall apply only to incidental concrete used in the construction of this Project. Incidental concrete shall be defined as any concrete not used in the construction of rigid pavement or any concrete that is not an integral part of a structure. The Engineer reserves the right to reject questionable material at any time in lieu of making reduced payment.

Compressive Strength:

All incidental concrete used in the construction of this Project shall be a minimum 3600 PSI strength at twenty-eight (28) days, unless otherwise specified. No adjustment will be allowed for the required use of high-early strength concrete. When the Contractor is requested to use high-early strength concrete in certain areas, he must furnish a copy of the delivery ticket to the Project Inspector prior to allowing traffic to proceed across the item in question before the required seven (7) day curing period.

Concrete will be tested and accepted with respect to compressive strength on the basis of the average test results of concrete test cylinders. The City's testing company will prepare test cylinders in accordance with ASTM C31 and take them to their laboratory for curing and testing. The Contractor is responsible for providing adequate curing boxes, blankets, burlap, if needed. If the average strength of concrete cylinder test results fail to attain the specified minimum compressive strength at twenty-eight (28) days, but meet or exceed 70% of the minimum compressive strength, the Engineer will have the option of instructing the Contractor to replace all concrete represented by those cylinders with concrete meeting specifications or of allowing the concrete to remain in place at a reduced Contract price. The Contract Unit Price for such concrete left in place shall be reduced by the following formula:

- Reduced Unit Price = Contract Unit Price x $\frac{\text{Avg. Strength of Test Cylinders at 28 Days}}{\text{Specified Minimum Compressive Strength}}$

In the event that concrete cylinder tests fail to meet minimum compressive strengths at twenty-eight (28) days, the Contractor will have the option of taking cores from the concrete in question at the Contractor's expense. Cores must be taken and tested in accordance with ASTM C42. Cores must be taken thirty-one (31) days after placement of concrete. Cores must be taken and tested by a qualified independent testing laboratory approved by the Engineer. A minimum of three (3) cores shall be taken from questionable concrete, unless otherwise specified by the Engineer. Cores shall be taken from locations selected by the Engineer.

If the average strength of the concrete test results (cylinders and cores) fail to attain seventy percent (70%) of the specified minimum compressive strength at twenty-eight (28) days, all applicable concrete shall be rejected. The Contractor, at no additional cost to the City, shall remove the rejected concrete and replace it with concrete that meets specifications.

The Contractor must submit a Process Control plan for review by the City of Charlotte, including the name of the field person in charge for the contractor during concrete placement per the NCDOT Standard Specifications. This person must be concrete certified per ACI and NCDOT Field Level 1 Concrete.

2.6 Reclamation of Waste or Borrow Sources

All removal, disposal, and storage of waste and borrow material for this project will be required to meet the NCDOT Standard Specifications for Roadways and Structures. In addition the following City requirements apply. If any borrow or waste areas are to be utilized, it shall be the responsibility of the Contractor to notify the property owner that the property owner is responsible for any damage occurring at the site, either as part of the agreement

with the Contractor, or on his own. The cost of all work of securing the borrow site, sediment control, re-grading and seeding shall be the responsibility of the property owner or contractor per their separate agreement.

The City will not participate in the cost of this reclamation work on the waste or borrow areas. Prior to final payment being made, the Contractor shall obtain a release from the property owner of the borrow or waste site utilized for the Project.

2.7 Hazardous Materials

If the Contractor encounters any materials considered or suspected of being hazardous, he shall immediately secure the area, discontinue operations, and contact the Charlotte-Mecklenburg Hazardous Materials Coordinator, telephone 704-336-2461 for further instructions. All activities shall be required to meet the NCDOT Standard Specifications for Roadways and Structures – Section 107-25.

2.8 Sedimentation Pollution Control Act

Certification Requirement

For projects that disturb one or more acres of land and thus require an NPDES General Stormwater Permit for Construction Activities, the prime contractor must provide an employee who has current certification in one or more of the following:

1) Charlotte-Mecklenburg Certified Site Inspector
2) NCDOT/NCSU's Level 2 Erosion and Sediment Control/Stormwater Certification
3) Certified Professional in Erosion and Sediment Control (EnviroCert International)
4) Professional Engineer

Documentation of certification shall be submitted at the contract Pre-construction Conference and prior to Notice to Proceed.

The person designated as the certified employee will be responsible for doing the following as it relates to the project:

- Complete erosion control inspection records as specified in the NDPES General Stormwater Permit for Construction Activities and provide copies of records to the City.
- Coordinate the performance of corrective maintenance to erosion and sediment control measures that are found to not be functioning as intended to minimize sediment loss. Discuss corrective actions deemed necessary with the City's Construction Inspector prior to conducting the work.
- Immediately notify the City's Construction Inspector of visible sediment deposition from the project site into any water body or wetland. Such discharges must be reported to the NC Department of Environmental Quality within 24 hours of discovery.

Financial Responsibility

If this project is subject to the "North Carolina Department of Environmental Quality Sediment Pollution Control Act", the City has already acquired the permit. The Contractor, upon recommendation of award shall complete Part B of the Financial Responsibility/Ownership form provided by the City. The City will then transfer financial responsibility of the erosion control permit to the Contractor. The City of Charlotte will pay the cost of the application fees. The Contractor will be responsible for any fines levied for violation of the approved erosion control plan.

2.9 Construction Stakes, Lines, and Grades

Construction stakes, lines and grades will be provided by the City in accordance with Section 105-9 of the NCDOT Standard Specifications. Surveying will be provided by the City in accordance with the current "Surveying Field Procedures Manual" of the General Services Department.

The Contractor shall request all staking at least FORTY-EIGHT (48) hours in advance of the time that the staking will be required. The Contractor shall be held responsible for the preservation of all stakes and marks, and, if any of the construction stakes or marks have been carelessly or willfully destroyed or disturbed by the Contractor, the cost of replacing them ($100.00 per hour) will be charged against him and will be deducted from the payment for the work. See additional requirements for Construction Stakes, Lines and Grades under the "Traffic Control" Special Provision.

2.10 Maintenance of the Project

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

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

2.11 Storage of Materials and Equipment

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

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

2.12 Subletting

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

2.13 Quantity Tickets

All quantity tickets for items shall be submitted to the project inspector at the time of delivery of the materials on the job. Each ticket shall indicate the date, contractor, job location and name, type of material, quantity of material, truck number and signature of the Contractor or his authorized representative.

No tickets will be accepted after the time of delivery.

2.14 Periodic Payments

The City will make partial payments based on the work progress estimates prepared by the Engineer and on the payment requests submitted by the Contractor on a monthly schedule established by the Engineer. Partial payments will be made within thirty (30) calendar days after receipt of a complete and accurate payment request. Partial payments will be approximate only and will be subject to correction in the final estimate and payment.

The Contractor shall submit the following required documents with each payment request:

1. NCDOT Erosion Control Form SPPPFORM30;

2. Payment Reporting on InclusionCLT; and
3. Sales/Use Tax Statement (provided by the City).

The Contractor shall submit an updated project schedule with every partial payment request. The schedule shall detail the entire project and incorporate a Critical Path Method (CPM) analysis that adheres to the Traffic Control Plan, or be in a format that reflects the Work Area Traffic Control Handbook and meets the approval of the Engineer. Partial payment requests that do not include an updated project schedule will be deemed incomplete and the payment request will not be processed until the updated schedule is received. In the event the Contractor fails to submit an updated schedule for a period in excess of thirty (30) days of the scheduled submission date, the surety will be notified of the pending breach and requested to provide assistance in obtaining the schedule to avoid a declaration of default under the terms of the Contract.

For contracts less than $50,000.00, partial payments may be made twice each month if, in the judgment of the Engineer, the amount of work performed is sufficient to warrant such payment. No partial payment will be made when the total value of the work performed since the last partial payment, excluding mobilization, is less than $1,000.00.

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

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

In accordance with N.C. General Statutes 143-134.1, retainage on periodic payments will be an amount equal to five percent (5%) of the total amount due on payment requests.

2.15 Final Payment

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

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

1. Contractor's Affidavit Release and Waive of Claim (form provided by the City);
2. Payment Reporting on InclusionCLT;
3. State/County Sales/Use Tax Statement (form provided by the City); and
4. Consent of Surety to Final Payment (AIA Document G707).

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

2.16 Payment Reporting

To determine whether disparities exist in City contracting based on race, gender or other factors, and also to measure the effectiveness of the City's Charlotte Business INClusion ("CBI") Program, the City tracks the utilization of subcontractors and suppliers on certain City contracts based on race, gender, small business status, and other factors. For analysis purposes, it is important that the City obtain this data not only for minority-owned, women-owned, and small business suppliers and subcontractors, but also for other subcontractors and suppliers. As a condition for receiving payments under this Contract, the Contractor agrees to submit any payment record into InclusionCLT, or any subsequent system designated by the City, detailing the amounts paid by the Contractor to all subcontractors and suppliers receiving payment in connection with this Contract

Failure to provide payment reporting required by this Section shall constitute a default under this Contract, and shall entitle the City to: (a) withhold payment of any amounts due the Contractor (whether under this Contract or

otherwise), or (b) exercise any other remedies legally available for breach of this Contract, or (c) impose any other sanctions permitted under the City's Charlotte Business INClusion Program. In order to submit payment record into InclusionCLT properly, each prime contractor and all subcontractors identified must be registered in the City's Vendor Registration System. The City may request on a case-by-case basis that the Contractor require certain suppliers to be registered in the City's Vendor Registration System, and may withhold payment of any amounts due the Contractor in the event the Contractor fails to comply with such request.

2.17 Sales and Use Tax

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

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

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

Non-Eligible Taxes

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

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

Eligible Taxes

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

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

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

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

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

Tax Statements must indicate whether such Eligible Taxes was paid by the Contractor or by the Contractor's subcontractor.

If no Eligible Taxes have been paid for the period in which a payment request is being submitted by the Contractor, then the Contractor shall indicate "No Eligible Taxes paid this period" and submit the Tax Statement accordingly. Tax Statements must be completed and signed by the Contractor/subcontractor's company officer submitting the statement and certified by a Notary Public.

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

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

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

2.18 Allowances

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

2.19 Commercial Non-Discrimination Policy

As a condition of entering into this agreement, the Company represents and warrants that it will fully comply with the City's commercial non-discrimination policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of a Protected Class in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace.

As a condition of entering into this agreement, the Company agrees to:

(a) Promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this agreement; and

(b) If requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that company has used on City contracts in the past five years, including the total dollar amount paid by contractor on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's commercial non-discrimination policy as set forth in Section 2, Article V of the Charlotte City Code, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such policy. The Company understands and agrees that violation of this clause shall be considered a material breach of this agreement and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

The Company understands and agrees that a violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in City contracts or other sanctions.

For purposes of this section, “Protected Class” means a person's race, color, gender, religion, national origin, ethnicity, age, familial status, sex (including sexual orientation, gender identity and gender expression), veteran status, pregnancy, natural hairstyle or disability, as those terms are further defined in Section 2, Article V of the Charlotte City Code.

2.20 E-Verify

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

2.21 Iran / Israel

NC prohibition on contracts with companies that invest in Iran or boycott Israel. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the “Treasurer’s IDA List”); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the “Treasurer’s IB List”); and (iii) it will not take any action causing it to appear on the Treasurer’s IDA List or the Treasurer’s IB List during the term of this Contract. In signing this Contract Company further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys’ fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to Company appearing on the Treasurer’s IDA List or the Treasurer’s IB List at any time before or during the term of this Contract.

2.22 Indemnification

To the fullest extent permitted by law, the Company shall indemnify, defend, and hold harmless each of the “Indemnitees” (as defined below) from and against any and all “Charges” (as defined below) proximately caused by the Company’s breach of contract, or negligent, reckless or intentional acts or omissions constituting a tort under applicable statues or common law, or violations of applicable statues or regulations, unless the Charges are proximately caused by or resulting from, in whole or in part, the negligence of an Indemnitee. For Purposes of this Section, (a) the term ''Indemnitees'' shall mean the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company) and (b) the term “Charges” shall mean claims, losses, damages, fines, penalties, royalties, obligations, liabilities, and expenses, including but not limited to reasonable attorneys' fees.

In any case in which the Company provides a defense to the City or other Indemnitee pursuant to this indemnity, the defense will be provided by attorneys reasonably acceptable to the City. The provisions of this Contract regarding indemnity will survive the expiration or termination of this Contract.

If this Contract is funded in full or in part by federal funds, the indemnity rights granted to the City in this Contract shall also extend to the U.S. Government agency that extends such funding, and to the agency’s officers, officials, employees, agents, and independent contractors (excluding the Company).

2.23 Guarantee

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

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

2.24 Insurance Requirements

Contractor's Liability and Other Insurance: The Contractor shall purchase and maintain with a company acceptable to the City and authorized to do business in the State of North Carolina, such insurance as will protect him from claims under workers' compensation laws, disability benefit laws or other similar employee benefit laws; from claims of damages because of bodily injury, occupational sickness or disease, or death of his employees; from claims for damages because of bodily injury and personal injury; and from claims for damage and destruction of tangible property, including loss of use resulting there-from – any or all of which may arise out of or result from the Contractor's operations under the Contract Documents, whether such operations be by himself or any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.

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

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

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

Workers' Compensation and Employers' Liability: Shall meet the statutory requirement of the State of North Carolina, in an amount of $100,000.00 each accident and disease – each employee and $500,000.00 disease policy limit providing coverage for employees and owners.

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

At the time of execution of the Contract, the Contractor shall provide the City with insurance certificates certifying that the foregoing insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be cancelled, allowed to expire, or be materially changed without giving the City thirty (30) days advance written notice by mail.

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

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

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

2.25 Holiday Work Restrictions

No work shall be performed on the Project which is subject to measurement or payment when City offices are closed for observed City Holidays. For observed City Holidays that occur on a Monday or Friday, no work shall be performed during the Holiday weekend prior to or following the City Holiday, respectively (Saturday and Sunday). This restriction does not relieve the Contractor from the responsibility of ensuring the safety and well-being of pedestrian and vehicular traffic, and for the protection of public and private property.

Additional Holiday restrictions may apply.

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

2.26 Drainage Structures

The Contractor shall build inverts in all drainage structures in accordance with City Standards. There will be no separate measurement or payment for this work.

2.27 Termination

TERMINATION BY THE CITY FOR CAUSE

1. The City may terminate the Contract if the Contractor:
   a. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
   b. Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
   c. Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
   d. Otherwise is guilty of substantial breach of a provision of the Contract Documents.

2. When any of the above reasons exist, the City, upon certification by the Engineer that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety, if any, seven days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
   a. Take possession of the site and all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor;
   b. Accept assignment of subcontracts; and
   c. Finish the work by whatever reasonable method the City may deem expedient. Upon request of the Contractor, the City shall furnish the Contractor a detailed accounting of the costs incurred by the Owner in finishing the work.

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

   The City Engineer shall have authority to terminate the Contract without additional authorization by City Council.

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

TERMINATION BY THE CITY FOR CONVENIENCE

1. The City may, at any time, terminate the Contract for the City's convenience and without cause. Upon written notice from the City of such termination for the City's convenience, the Contractor shall:
   a. Cease operations as directed by the City in the notice;
   b. Take actions necessary, or that the City may direct, for the protection and preservation of the work; and
   c. Except for the work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

2. The City Engineer shall have authority to terminate the Contract without additional authorization by City Council.

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

2.28 Dispute Resolution

It is understood and agreed that projects subject to NCGS 143-128(g) requires that disputes arising under a Contract subject to a dispute resolution process specified by the Owner (i.e., the City). In compliance with this statutory provision, the City specifies this Article as the dispute resolution process to be used on this Project, regardless if the Project is or is not subject to NCGS 143-128(g). 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 City 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 NCGS 143-128(g).

A. Any dispute arising between or among the Parties listed in Section C of this Article that arises from an agreement to perform services in conjunction with the Project, including without limitation a breach of such agreement, shall be subject to non-binding mediation administered by the American Arbitration Association under the industry appropriate Mediation Rules ("Rules"). To the extent any provision of the Rules is inconsistent with the provisions of this Article, the provisions of this Article shall control. The mediation provided in this Article shall be used pursuant to this Contract and NCGS 143-128(g) and is in lieu of any dispute resolution process adopted by any other government entity, which process shall not apply to this Project.

B. For purposes of this Article the following definitions shall apply:
   i) Party or Parties refers to the parties listed in Section C of this Article.
   ii) Project means project pursuant to this Contract.

C. The City and any Party contracting with the City or with any first-tier or lower-tier subcontractor for the performance of the Project agree to participate in good faith in any mediation of a dispute subject to this

Article and NCGS 143-128(g), including without limitation the following Parties (if any): Contractor, independent contractor(s) of the City, surety(ies), subcontractor(s), and supplier(s).

D. The Contractor and all other Parties shall include this Article in every agreement to which it (any of them) is a Party in performing the Services of the Project without variation or exception. Failure to do so will constitute a breach of this Contract, and the Contractor or other 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.

E. 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.

F. A dispute seeking the extension of any time limit set forth in an agreement to perform the Services for the Project shall be subject to mediation pursuant to this Article and NCGS 143-128(g), 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.

G. 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.

H. In addition to such matters as are required by the Rules, a request for mediation shall include the amount of the monetary relief requested.

I. 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.

J. If a Party breaches any provision of Section I of this Article, 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.

K. 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 City is named as a party to the mediation, the City 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 City is named as a Party to the

mediation, the City shall pay at least one-third of the mediation expenses and costs divided among the Parties.

L. 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 Mecklenburg County as the mediator shall determine.

M. The provisions of this Article are subject to any other provision of this Contract 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.

N. 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.

2.29 Surface Water Quality Protection

All projects must comply with local, state and federal laws including the City of Charlotte's Storm Water Pollution Control Ordinance which prohibits the discharge of non-stormwater, either directly or indirectly, to the stormwater system or waters of the State. Non-stormwater includes, but is not limited to, sediment, concrete, trash, and fuel.

Concrete Wash Water: The Contractor shall properly contain, collect, and dispose of concrete materials and concrete wash water so that it does not enter the street, stormwater drainage system, or water bodies. This may include the creation and maintenance of a concrete washout area on-site and/or use of a portable washout container to haul material off site.

Spill Response: The Contractor shall have spill response materials and an employee who is knowledgeable about using them for to respond to and clean up spills of oil and gas on–site at all times. Spills include any amount of oil or fuel coming off trucks or equipment. They may include, but are not limited to, those that occur during refueling, from equipment or vehicles, or from containers on site. Proper spill response is required for spills that occur on soil or the road. Spill response materials shall include clay absorbent material, spill response pads and booms, shovels and brooms. Spill cleanup materials are subject to inspection by the City and/or their representative(s) at any time. If a spill/leak occurs, all work must be suspended until the spill/leak is contained and cleaned up and/or the truck/equipment is towed off site. If the spill/leak is more than one gallon and/or enters a storm drain or water body, the contractor must notify the City's Construction Inspector within one (1) hour of spill/leak discovery. Spill/leak containment, towing, and cleanup and shall be completed within 24 hours of the occurrence at no additional cost to the City.

Washing Streets: The Contractor shall properly collect and dispose of stormwater pollutants generated during the project, from streets within the project area, to the maximum extent practicable, before washing the streets with potable water. This may include, but is not limited to, hand sweeping, shoveling, vacuuming, and mechanized street sweeping or scrubbing. These best management practices shall be performed at no additional cost to the City and are intended to collect materials for proper disposal rather than wash them into the storm drainage system or waters of the state. They do not replace the need for preventing pollutants from entering the street, but rather, are intended to supplement them.

Fueling Operations: The Contractor shall make its own determination of on-site fuel storage needs. If on-site fuel storage is utilized, the Contractor shall submit a Refueling Operations Plan (The Plan) ten (10) days prior to the start of any project work. The Plan shall include procedures for fuel handling, spill/leak containment, disposal of fuel/leak contaminated material, the location of a fuel tank(s) a minimum of 50' from any storm drain or water

body, and a written agreement with the land owner to store fuel on the property. The Plan shall also list emergency contacts and cell phone numbers including the on-site construction supervisor and the designated contractor representative who is responsible for overseeing implementation of The Plan. If a mobile fueling unit is utilized, all storm drains that have the potential to receive a fuel spill during refueling must be protected.

2.30 Prohibition of Use of High PAH Pavement Products

No Person shall use, or permit to be used, a high PAH pavement product within the City. For the purposes of this subsection, the term "high PAH pavement product" means a product, material or substance that contains greater than 0.1% (1000 ppm) polycyclic aromatic hydrocarbons (PAH) by weight, and, is intended for use on an asphalt or concrete surface, including but not limited to, a driveway, playground, parking area, sidewalk, pathway, or roadway. High PAH pavement product may contain coal tar, coal tar pitch volatiles, RT-12, refined tar, steam-cracked petroleum residues, heavy pyrolysis oil, steam-cracked asphalt, pyrolysis fuel oil, heavy fuel oil, ethylene tar, ethylene cracker residue, or a variation of those substances assigned the chemical abstracts service (CAS) numbers 65996-92-1, 65996-93-2, 65996-89-6, 8007-45-2, 64742-90-1, or 69013-21-4.

2.31 Billing Records

During the term of this Contract and for three (3) years after it terminates, Contractor will keep documentation sufficient to verify the amounts billed to the City. The City has the right to audit Contractor's time cards, invoices, reports and other documents relating to amounts charged under this Contract, and will not be required to pay for: (a) any time billed that was excessive in light of the result achieved, or (b) any Services that did not meet the standards and requirements referenced in this Contract. Contractor agrees to make such documents available for inspection and copying by the City in Charlotte, North Carolina between the hours of 9:00 a.m. to 5:00 p.m. Monday through Friday, within ten (10) days after the City requests them. The City shall pay its own expenses relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of $10,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.

00 75 00 – PROJECT SPECIAL PROVISIONS

ARTICLE 1: GENERAL REQUIREMENTS

1.1 Contract Time

The Contract Time will begin upon the issuance of the Notice to Proceed and will extend **190** calendar days thereafter.

1.2 Liquidated Damages

Liquidated Damages will be assessed at the rate of **$800.00** per calendar day for failure to complete the Project within the Contract Period.

1.3 Price Adjustments – Asphalt Cement for Plant Mix

"Asphalt Binder for Plant Mix" will be in accordance with Section 620 of the NCDOT Standard Specifications.

The Bidder shall consider that the City will make adjustments in payments due the Contractor where it has been determined that the average terminal F.O.B selling price of asphalt cement has fluctuated.

The Base Price Index for Asphalt Cement for this project is set at **$685** per ton.

This Base Price Index represents an average F.O.B. selling price of asphalt cement at supplier's terminals on April 1, 2026 as determined by the North Carolina Department of Transportation from a survey of terminals located in North Carolina and adjacent states.

https://connect.ncdot.gov/projects/construction/Pages/Pavement-Construction-Prices.aspx

Payment will be made under:

ASPHALT BINDER FOR PLANT MIX .....TN

1.4 Bituminous Plant Mix Pavements - Recycled

Work in this provision consists of all work covered in Section 1012, "Aggregate for Asphalt Pavements and Surface Treatments" in the NCDOT Standard Specifications, except that the provisions of this section pertaining to compensation shall not apply.

The Engineer will determine acceptability of materials and construction in accordance with the applicable sections of these specifications. Following the application of the appropriate acceptance plan, the decision of the Engineer shall be final as to the acceptance, rejection, or acceptance at an adjusted payment of the material.

Nonconforming materials, projects, items of construction, or complete construction that are not adaptable to correction by reworking shall be removed and replaced, accepted without payment, or accepted at an adjusted payment as stated in these specifications, or if not stated, as directed by the Engineer.

DESIGN MIX FORMULA

The Contractor shall submit for the Engineer's approval, a job mix formula approved by the NCDOT or a job mix formula within the limits of the NCDOT Standard Specifications accompanied by the recommendation of an independent testing laboratory. The formula shall include aggregate graduation, bitumen content, stability, theoretical specific gravity, laboratory specific gravity, percent of voids, and unit weight. The Engineer has the right to reject a state approved mix based on the content of Rap material. For this Contract, RAP (reclaimed asphalt

pavement), shall not constitute more than 30% of the total material used in recycled mixtures - with no allowance for RAS (reclaimed asphalt shingles – maximum 0%).

INTENT OF SPECIFICATIONS

It is the intent of these specifications to provide an equitable means of accepting materials and work that may vary slightly from the specification range stated in the NCDOT Standard Specifications in lieu of total rejection, removal, repair or nonpayment.

When materials or construction are not within the limits of the specification, an adjusted payment maybe allowed as delineated in these specifications, except where the level and variability of test results indicate a degree of nonconformance with requirements so great as to make the material or construction unacceptable. Unacceptable material and construction shall be either reworked or replaced at no cost to the City. The Engineer reserves the right to reject questionable material at any time in lieu of making reduced payment.

COMPENSATION:

Payment at the contract unit prices for the various items covered by Section 610 will be full compensation for all work covered by this section except as provided below.

There will be no separate payment for furnishing non-strip additive. The cost of non-strip additive shall be included in the contract unit price per ton for "Asphalt Concrete Surface Course, S 9.5 B, SF 9.5 A and S 9.5 C".

Where samples of reclaimed asphalt pavement are obtained by milling, removal of the milled pavement will be paid for as provided in Section 607. The plant mix used for replacing the milled pavement will be paid for as provided by the section of the Specifications covering the type of plant mix used.

ARTICLE 2: SPECIAL PROVISIONS (SP)

SP-01, COMPREHENSIVE GRADING

Version Date: 01/27/2020

1.0 DESCRIPTION

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

NCDOT Specifications

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

Additional City Specifications

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

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

3. Tree Protection: The Contractor shall provide tree protection as shown on the plans, including any pruning which shall be performed by a certified arborist in accordance with proper arboricultural standards, and any additional Tree Protection identified by the Contractor's means and methods shall be in accordance with the City "Landscape Construction Standards" Tree Preservation and Protection, Section 01000 and included in this item.

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

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

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

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

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

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

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

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

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

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

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

15. Property Access: All labor and materials required to maintain access to properties during construction as directed by the Engineer.
The work covered by this special provision includes…

2.0 MEASUREMENT

There will be no separate measurement made for Comprehensive Grading.

3.0 PAYMENT

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

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

Payment will be made under:

COMPREHENSIVE GRADING .....LS

SP-02, EARTHWORK, EXCAVATION, UNSUITABLE MATERIALS, AND BACKFILL MATERIALS

Version Date: 1/10/2020 Revision Date: 07/02/2024 by Jeremy Shue

1.0 DESCRIPTION

Earthwork shall be performed to the lines and grades indicated on the plans. The work shall include excavation, furnishing, placement, compaction, and satisfactory disposal of all materials encountered within the limits of the Work necessary for the construction of the Project.

All excavated materials that are not required for the Project or are unsuitable for fills shall be considered as waste and shall be hauled off the site at the Contractor's expense.
The Contractor shall be responsible for all borrow material required to construct the Project as shown on the plans.

2.0 MATERIALS

Provide bedding material in accordance with Article 1016-3 for Class II, Type 1 or Class III, Type 1 or Type 2 select material.
Provide backfill material in accordance with Article 1016-3 for Class II, (Type 1 for flexible pipe) or Class III select material.
Provide foundation conditioning material in accordance with Article 1016-3 for Class V or VI select material
Provide foundation conditioning geotextile in accordance with Article 1056-2 for Type 2 geotextile.
Provide borrow material in accordance with Article 1018.

3.0 MEASUREMENT AND PAYMENT

There will be no direct payment for earthwork, excavation, unsuitable materials, and backfill materials described in this special provision. Payment will be made at the contract unit prices for the various items covered by sections 226 *Undercut Excavation*, 300 *Pipe Installation*, 305 *Drainage Pipe*, 310 *Pipe Culverts*, and SP-01 *Comprehensive Grading*.

(A) Unsuitable Material

Unsuitable material shall be defined as any and all unsuitable materials regardless of its nature. Unsuitable Material not incorporated into the Project shall be removed, hauled, and disposed by the Contractor only as authorized by the Engineer. Stockpiled Unsuitable Material shall be disposed of no less than once per week.

Proposed Project Subgrade, other than Pipe Culvert Trench Subgrade

Unsuitable material ***below*** the proposed project sub-grade, including but not limited to below the invert of an open channel or bottom of detention facilities, shall be removed, measured, hauled, disposed of, replaced, and paid for under NCDOT Section 226, *Undercut Excavation*.

Unsuitable material ***above*** the proposed project sub-grade shall be removed, hauled, and disposed of at no additional cost to the City.

Proposed Pipe Culvert Trench Subgrade

Unsuitable material ***below*** the proposed project pipe culvert trench subgrade within the approved trench excavation limits for storm drainage pipe and storm drainage culvert (including but not limited to box culverts, oval pipe culverts and three-sided culverts/bridges) shall be removed, measured, hauled, disposed of,

replaced, and paid for in accordance with Section 300-9 (B) *Foundation Conditioning Material* and Section 300-9 (C) *Foundation Conditioning Geotextile*.
Unsuitable material ***above*** the proposed pipe culvert trench sub-grade shall be removed, hauled, disposed of at no additional cost to the City.

(B) Bedding and Backfill

- Pipe (including round, elliptical, etc.)
    - There will be no separate measurement or payment for select bedding and select backfill material required in the installation of pipe as illustrated in NCDOT 300.01. All bedding and select backfill material will be included in cost of the installed pipe.
- Culvert (Box Culverts/Bends/Bottomless Culverts)
    - There will be no separate measurement or payment for bedding required in the installation of culverts as illustrated in Figure 2.1 of the *Precast Reinforced Concrete Culvert* Special Provision or as shown on the plans. All bedding material will be included in cost of the installed pipe or culvert.
    - Material needed for buried culvert inverts and channel inverts inside three-sided bridge/culverts shall be incidental to the cost of the culvert unless otherwise directed by the Engineer.

When local material meeting the requirements for the select bedding and backfill is approved for use by the Engineer, no deductions in the cost of pipe culvert will be made. Local material is defined as material generated on the project site or within the project limits.
<u>Within the Existing or Proposed Roadway</u>

- Pipe (including round, elliptical, etc.)
    - For pipe located within the existing or proposed roadway, including beneath the proposed curb and gutter or between road ditch lines, the Contractor shall use suitable material from the elevation of the select backfill material included in the cost of the installed pipe to the subgrade.
- Culvert (Box Culverts/Bends/Bottomless Culverts)
    - For culverts located within the existing or proposed roadway, including beneath the proposed curb and gutter or between road ditch lines, the Contractor shall use suitable material from the elevation of the bedding included in the cost of the installed culvert to the subgrade.

When local material meeting the requirements for suitable material is approved for use by the Engineer, there will be no separate measurement or payment for the material incorporated into the completed and accepted Project.

For NCDOT maintained streets, suitable material shall be defined as meeting NCDOT 1018.
For City maintained streets, suitable material shall be defined as material meeting both:

- Unified Soil Classification System (USCS) designation of GW, GP, GM, GC, SW, SP, SM, or SC and
- American Association State Highway Transportation Official (AASHTO) Soil Classification System designation of A-1, A-3, A-2-4, or A-2-5.

When local suitable material is not available to complete the backfill of the trench, the Contractor shall use select material in accordance with *1016 Select Materials*.

Do not use *Select Materials* until all local suitable material has been incorporated into the Project. There shall be no measurement or payment made for *Select Materials* brought to the site at the Contractor's convenience.

Outside of the Proposed or Existing Roadway

- Pipe (including round, elliptical, etc.)
    - For pipe located outside the existing or proposed roadway, the Contractor shall use local suitable material from the elevation of the select backfill material included in the cost of the installed pipe to the finished grade or subgrade.
- Culvert (Box Culverts/Bends/Bottomless Culverts)
    - For culverts located outside the existing or proposed roadway, the Contractor shall use local suitable material from the elevation of the bedding included in the cost of the installed culvert to the finished grade or subgrade.

When local suitable material is not available to complete the backfill of the trench, the Contractor shall use select material in accordance with *1016 Select Materials*.

Do not use *Select Materials* until all local suitable material has been incorporated into the Project. There shall be no measurement or payment made for select material brought to the site at the Contractor's convenience.

(C) Other

No separate measurement or payment will be made for any other excavation, furnishing, placement, compaction or satisfactory disposal of material encountered within the limits of Work necessary for construction of the Project. All other earthwork shall be considered incidental to the Project and paid for in *Comprehensive Grading,* unless noted elsewhere in the Contract Documents.

SP-03, ROCK REMOVAL

Version Date: 9/4/2020

1.0 DESCRIPTION

Work covered by this special provision consists of the removal and disposal of rock encountered within the construction limits.

2.0 CONSTRUCTION METHODS

Rock shall be defined as any subsurface material (except foundations and pavements) which cannot be excavated by a backhoe, or track hoe which is capable of producing 31,000 pounds of curling force.

When rock is encountered, the Engineer shall be notified to:

- verify that the material cannot be removed as defined above or incorporated into the project feature
- determine the measurement limits

Removal methods include, but are not limited to, drilling, pneumatic hammering, blasting, etc. or as directed by the Engineer.

Blasting shall be performed as specified in Article 220-3 of the Standard Specifications.

Disposal shall be in accordance with Section 802 in the Standard Specifications.

3.0 MEASUREMENT

The quantity of rock removal to be paid for will be the actual number of cubic yards of rock, measured in its original position and computed by the average end area method, which has been removed and disposed of.

Measurements for the determination of actual quantities of rock removed shall be computed as described below or as directed by the Engineer:

Storm Drainage

- Pipe
    - Horizontally – as illustrated in NCDOT 300.01;
    - Lower Limit – as illustrated in NCDOT 300.01
- Box Culverts/Bends/Bottomless Culverts
    - Horizontally – outer width of culvert or footer plus six (6) feet (3 feet each side);
    - Lower Limit – one (1) foot below the bottom of the barrel or footing;

Channels

- Two (2) feet below the finished grade or;
- Stream/channel structures – as directed by the Engineer.

Ponds

- Below normal pool – to finished grade;
- Above normal pool – two (2) feet below finished grade;

Structures

(Includes but not limited to: headwalls, drainage structures (catch basins, drop inlets, risers, etc.), rip rap aprons, flared end sections, retaining walls, etc.)

- To the subgrade elevation as shown on the plans or details;
- Horizontally – two (2) feet from each exterior surface (outer wall of the structure or footer; boulder or rip rap extents, as approved for stream structures and rip rap aprons)

Roadways, Yards, Etc.

- Two (2) feet below finished grade;

Charlotte Water Utilities

- Refer to Charlotte Water Design Manual

There will be no measurement of quantities of rock removed beyond these limits. Where the Engineer makes a recommendation for incorporating the encountered rock material into the project feature, there shall be no separate payment for incorporating the in situ rock into the project feature.

4.0 PAYMENT

The quantity of rock removal, measured as provided above, will be paid for at the contract unit price per cubic yard for "Rock Removal." Such payment will be full compensation for all work covered by this special provision including but not limited to drilling, pneumatic hammering, blasting (including complying with Article 220-3 of the Standard Specifications), excavating, and disposing of rock encountered within the pay limits of the project.

Payment will be made under:

ROCK REMOVAL…….CY

SP-04, EROSION CONTROL

Version Date: 02/21/2020 Revision Date: 04/23/2026 by Brian Bernard

1.0 DESCRIPTION

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

NCDOT Specifications

1605, "Temporary Silt Fence"
1606, "Special Sediment Control Fence"
1607, "Gravel Construction entrance"
1610, "Stone for Erosion Control"
1615, "Temporary Mulching"
1620, "Temporary Seeding"
1622, "Temporary Slope Drains"
1630, "Construction and Maintenance of Silt Detention Devices"
1631, "Rolled Erosion Control Products"
1632, "Rock Inlet Sediment Trap"
1633, "Temporary Rock Silt Checks"
1634, "Temporary Rock Sediment Dams"
1635, "Rock Pipe Inlet Sediment Trap"
1636, "Temporary Stream Crossing"
1637, "Riser Basin"
1638, "Stilling Basin"
1639, "Special Stilling Basin"
1640, "Coir Fiber Baffle"
1650, "Wooded Area Cleanup"
1651, "Selective Vegetation Removal"
1661, "Repair Seeding"
1662, "Supplemental Seeding"
1664, "Sodding"
1665, "Fertilizer Topdressing"
1667, "Specialized Hand Mowing"
1670, "Planting"

Additional City Specifications

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

2. Seeding and Mulching: all temporary and permanent seeding and mulching required to complete the project in accordance with the plans and specifications shall be included in this item. All work shall be in accordance with the City "Landscape Construction Standards" Seeding and Sodding Turfgrass Section 04200 and included in this item.

3. Erosion Control Matting: includes but is not limited to furnishing, installing, and maintaining temporary matting required for the project as required in the plans, current ordinances, project permitting, and the Contractor's means and methods. Erosion Control Matting shall be used on all slopes steeper than 3:1.

Matting may also be required in other areas as needed to stabilize the site and to maintain erosion control and/or as noted on plans.

2.0 MEASUREMENT

There will be no separate measurement made for Erosion Control.

3.0 PAYMENT

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

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

Partial payments will be made as follows:

- 25% of the lump sum price on the first partial payment estimate made after any work has been performed on the item of "Erosion Control".
- 25% of the lump sum price on the first partial payment after work is 25% complete.
- 25% of the lump sum price on the first partial payment after work is 50% complete.
- 25% of the lump sum price on the first partial payment after work is 100% complete.

Payment will be made under:

EROSION CONTROL.....LS

SP-05, 6" REINFORCED CONCRETE SIDEWALKS (BRIDGING TREE ROOTS, CLDS 40.11)

Version Date: 08/05/2024

1.0 DESCRIPTION

The work covered by this special provision includes all elements of work covered by section 848, "Concrete Sidewalks, Driveways and Wheel Chair Ramps" of the Standard Specifications. 6" Reinforced Concrete Sidewalk shall be constructed and conform to Charlotte Land Development Standard (CLDS) 40.11 "Bridging Tree Roots". All methods of installation are to conform with the Charlotte Landscape Constructions Standards Section 01000 Part 03-EXECUTION - L - ROOT PRUNING.

2.0 MATERIALS

All materials shall be in accordance with section 848 of the NCDOT Standard Specifications and CLDS 40.11 Bridging Tree Roots.

3.0 MEASUREMENT

The quantity of 6" Reinforced Concrete Sidewalk to be paid for will be the actual number of square yards of reinforced sidewalk, measured along the surface of the walk that has been constructed and accepted. There will be no separate measurement of, Wooden Forms, #57 Stone, #4 Rebar (reinforcing steel), Rebar Chairs, Groove Joints, Expansion Joints, Expansion Material, Tree Root Cutting, or other work shown on CLDS 40.11.

4.0 PAYMENT

Payment for 6" Reinforced Concrete Sidewalk, as measured above, will be paid for at the contract unit price for "6" Reinforced Concrete Sidewalk (Bridging Tree Roots, CLDS 40.11)" . There will be no separate payment for, Wooden Forms, #57 Stone, #4 Rebar (reinforcing steel), Groove Joints, Expansion Joints, Expansion Material, Tree Root Cutting or other work shown on CLDS 40.11. Such payment will be full compensation for all work covered by this special provision and includes all labor, equipment, and materials necessary to complete this provision.

Payment will be made under:

6" REINFORCED CONCRETE SIDEWALK, (BRIDGING TREE ROOTS, CLDS 40.11) .....SY

SP-06, 6" CONCRETE WHEELCHAIR RAMPS

Version Date: 11/30/2018 Revision Date: 04/23/2026 by Brian Bernard

1.0 DESCRIPTION

The work covered by this special provision includes all work covered in Section 848 of the NCDOT Standard Specifications "Concrete Sidewalks and Driveways and Wheelchair Ramps". The concrete wheelchair ramps shall be constructed in accordance with the detail drawings and specifications, at locations indicated in the plans. Truncated domes shall be included and installed per NCDOT Std No. 848.06. Proposed wheelchair ramps may vary from details in order to conform to existing conditions but must meet American with Disabilities Act (ADA) and Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG) requirements.

2.0 MATERIALS

All materials shall be in accordance with section 848 of the NCDOT Standard Specifications and detail 848.06 of the NCDOT Roadway Standard Drawings.

3.0 MEASUREMENT

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

4.0 PAYMENT

The quantity of wheelchair ramps, measured as provided above, will be paid for at the contract unit price per square yard for "6" Concrete Wheelchair Ramps". There will be no other pay items in this provision. All costs for labor, equipment, and materials necessary to complete this provision (including truncated domes) will be included in the price bid for 6" Concrete Wheelchair Ramps. Payment will be made separately at the contract unit prices for the curb and gutter adjacent to the roadway pavement for the various curb types in NCDOT Section 846.

Payment will be made under:

6" CONCRETE WHEELCHAIR RAMPS ..... SY

SP-07, CONCRETE SIDEWALK FLUME

1.0 DESCRIPTION

The contractor shall install concrete sidewalk flumes at the locations shown on the plans. These items are detailed as such in the plans, and payment for each shall include the installation of all items shown on the detail "Concrete Sidewalk Flume".

2.0 MATERIALS

Contractor shall submit shop drawings to the Engineer for approval prior to ordering any materials.

3.0 MEASUREMENT AND PAYMENT

Payment will be made at the contract unit price per each for "*Concrete Sidewalk Flume*". Such prices and payment will be considered full compensation for furnishing all materials, tools, labor, and equipment, including concrete, rebar, steel plates, fasteners, aggregate base course, grading, and compacted subgrade.

Payment will be made under:

CONCRETE SIDEWALK FLUME ……. EA

SP-08, COMPOST SOCK

1.0 DESCRIPTION

Compost Sock are tubular products consisting of a 50/50 mix organic compost and wood chip, placed in a water permeable sock. Compost Sock are to be placed at locations shown on the plans or as directed. Installation shall follow the detail provided in the plans and as directed. Work includes furnishing materials, installation, maintenance and partial removal (when required) and residual wood chip and compost spreading of the Compost Sock device.

2.0 MATERIALS

Compost Sock shall meet the following specifications:

Wood chips shall be 1 inch maximum in any dimension, and free of bark or inner bark pieces.

Compost Filter Sock mesh shall be a high density polyethylene (HDPE), expandable, tubular, photodegradable 3 mil to 5 mil, 3/8 inch knitted mesh netting fabric sock of the diameter specified.

Wood Stakes shall not be less than 1 ¾ inch nor more than 2 inches in width and thickness and of a length sufficient to permit a 12-inch ground embedment and 3-inch exposure at the top of the filled Compost Filter Sock. When on non-soil surfaces use any material and method that will hold the compost sock in place without crushing or reducing the filtering ability of the compost sock.

Before use, the Compost Filter Sock mesh material shall be stored in a dry location and in a safe area to prevent damage to material.

3.0 CONSTRUCTION METHODS

Fill sock with approved compost at the designated erosion control area or fill and transport to the project site. Fill sock with compost using pneumatic blower equipment designed to blow compost/bark. Tie off ends of the sock. Create filled compost filter socks to the lengths required.

Place compost filter sock on level contour or surface as indicated. Position the filter sock around the structure or surface to be protected to create a complete physical barrier to intercept any sheet flow of drainage water and allowing sediment to collect on the outside of the sock. Remove all rocks, fill all depressions and grade out all high spots that interfere with continuous Compost Filter Sock contact with the ground. Ensure a minimal overlap of at least 12 inches on either side of the area to be protected. Anchor filter sock with approved stakes or other devices capable of holding the sock in place when not on soil surfaces.

For bottom of slope installations, position filter sock parallel to the base of the slope to be protected in order to intercept sheet flow of drainage water. Place filter sock at least 5 feet distance from the toe of slope if possible. Do not place the sock where it will concentrate drainage runoff or channel water to another location. Position each closed end of the sock pointing upslope so that the ends are at a higher elevation than the overall filter sock body.

For ditch check applications, pack loose compost on the upstream side of the Compost Sock to eliminate flow under

4.0 MEASUREMENT AND PAYMENT

Compost Socks will be measured and paid as the actual number of linear feet of compost sock installed and accepted. Such price and payment will be full compensation for all work covered by this provision, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to install, maintain and remove the compost sock.

Payment will be made at the contract unit price for:

COMPOST SOCK..... LF

SP-09R, TRAFFIC CONTROL

Version Date: 1/7/2022 Revision Date: 04/23/2026 by Brian Bernard

1.0 DESCRIPTION

Protection for Construction Staking: The Contractor is responsible for providing, placing, maintaining and removing upon completion, all traffic control devices necessary for the protection of survey crews performing construction staking requested by the Contractor for construction of this project when any offset, reference points, benchmark or any other control point is within the travel lane of any roadway, drive, parking lot or other area where vehicles could endanger or obstruct the survey crew.

Beginning Work and Street Closings: The Contractor is responsible for notifying the Implementation Section Manager of the Charlotte Department of Transportation (CDOT), or their designee at 704-336-4119 in accordance with Sections “Approval and Notification Requirements for Work in the Public Right-Of-Way” and “Notifications for complete Roadway Closure” of the Work Area Traffic Control Handbook (WATCH) of any work where the number of travel lanes is reduced from normal conditions.

The Contractor shall install advance warning signs for the Project. These signs shall be in place for 7 calendar days before construction activity begins. The Contractor shall begin construction activity on a street on the scheduled date for the closing of the travel lane.

During daily construction work hours, the Contractor will maintain at least one lane of traffic. During periods of construction inactivity, all lanes of traffic will be open unless otherwise shown on the plans or noted in the specifications.

Right-of-Way Use Permit: The Contractor will not be responsible for obtaining the Right-of-Way Use Permit(s) from CDOT for approval to work in the streets rights-of-way in Charlotte. The permit(s) will be obtained by the City's Engineering and Property Management department.

Traffic Control Plan: Traffic control will be performed by the Contractor based upon the Traffic Control Special Provisions. The Traffic Control Special Provisions may refer to plan sheets for major work items or details in the WATCH, or both.

The Contractor shall be thoroughly familiar with the current edition of the WATCH. All traffic control devices and procedures shall conform to the requirements of the WATCH, the current edition of the Federal Highway Administration (FHWA) *Manual on Uniform Traffic Control Devices* (MUTCD), the current edition of the North Carolina Department of Transportation (NCDOT) Supplement to the *Manual on Uniform Traffic Control Devices for Streets and Highways*, the NCDOT Roadway Standard Drawings and the current edition of the NCDOT Standard Specifications for Roads and Structures.

Under no circumstances shall the WATCH requirements be less restrictive than what is required by the MUTCD or NCDOT Supplement to the MUTCD. Any requirements prescribed by the MUTCD or amendments by the NCDOT Supplement to the MUTCD will supersede the requirements of the WATCH should conflict arise.

The Contractor shall maintain the traffic control as described herein unless the Contractor submits an alternate traffic control plan to the Engineer and it is approved by the Engineer. The Engineer may direct the Contractor to modify the traffic control if, in the Engineer's opinion, traffic is not moving safely or efficiently.

Traffic Control Phasing for this project shall be in accordance with the Traffic Control Plans and the reference diagrams from the WATCH. The contractor shall adhere rigidly to these plans and diagrams. If these diagrams are not typical for field conditions, the diagrams may be combined or altered upon approval of the Engineer. The standards and diagrams are the minimum required. Additional signs, cones, drums, barricades and warning devices may be used, but at no time will less than what is specified on the plans, in the standards, and on diagrams be acceptable.

Maintenance of Traffic: The Contractor shall maintain all travel lanes in accordance with the Traffic Control Plan sheets, and the WATCH diagrams referenced in the Traffic Control Phasing.

Construction or maintenance work that involves closure of a lane of traffic will not be allowed during the peak flow hours as described in Section "Peak Flow Hours" of the WATCH, unless otherwise specified in the Contract Documents.

The Contractor shall use flagger control in accordance with the WATCH diagrams referenced in the Traffic Control Phasing and with Sections "Flagging Procedures", "Duration of Work", and Temporary Traffic Control Zone Devices" of the WATCH.

In areas of drop-offs and low shoulders, the Contractor shall backfill up to the edge and elevation of the existing pavement in accordance with Section "Miscellaneous Considerations, DROP-OFFS AND LOW SHOULDERS" of the WATCH.

The Contractor will be required to maintain ingress and egress to all businesses and dwellings, and easy access to fire hydrants in accordance with Section "Miscellaneous Considerations, INGRESS AND EGRESS" of the WATCH.

The Contractor shall not work on both sides of the road simultaneously within the same area.

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

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

Traffic Control Devices: The Contractor shall furnish, install, operate, relocate, maintain and remove all temporary traffic control devices necessary for controlling traffic in accordance with the WATCH. The Contractor shall notify CDOT regarding conflicting permanent signs. All construction signs and barricades shall remain in place until the appropriate permanent signs and pavement markings are installed.

Pedestrian Considerations: The Contractor shall accommodate the needs of all pedestrians in accordance with Section "Pedestrian Considerations" of the WATCH.

Equipment and Material Storage: During periods of construction inactivity, all construction materials and equipment shall be stored by the Contractor as specified in Section "Miscellaneous Considerations, STORAGE OF EQUIPMENT AND MATERIALS" of the WATCH.

Traffic Signals: The Contractor shall notify the Implementation Section Manager of CDOT at least 30 days prior to the installation, relocation or removal of traffic signal equipment on the Project. The Contractor shall not disturb any traffic signal equipment unless otherwise noted on the traffic control plans or directed to do so by the Engineer.

Excavation and Trenches: Excavations and trenches that cannot be properly backfilled and patched prior to the end of the workday shall be secured as specified in Section "Excavations and Trenches" of the WATCH.

2.0 MEASUREMENT

There will be no separate measurement made for Traffic Control.

3.0 PAYMENT

Traffic Control will be paid at the lump sum price for "Traffic Control". This payment will be full compensation for all elements of work required to complete the Project as specified.

Partial payments will be made as follows:

- 25% of the lump sum price on the first partial payment estimate made after any work has been performed on the item of "Traffic Control".
- 25% of the lump sum price on the first partial payment after work is 25% complete.
- 25% of the lump sum price on the first partial payment after work is 50% complete.
- 25% of the lump sum price on the first partial payment after work is 100% complete.

Payment will be made under:

TRAFFIC CONTROL..... LS

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WATER AND SANITARY SEWER STANDARD SPECIIFICATIONS

Version Date: 2/19/2025

DESCRIPTION

The work covered by this special provision includes furnishing all materials, labor, equipment, and incidentals necessary to construct various water and sanitary sewer items in accordance with these provisions, the plans, and as directed by the Engineer.

The Contractor is hereby advised that the Material Specifications, Detailed Specifications, and Standard Details as referenced in the version of Charlotte Water's, "Water and Sewer Design and Construction Standards" (a.k.a. "Design Manual") available at bid are made a part of this contract by reference.

The Contractor will be required to have the Design Manual accessible/available at each job site at all times. The Design Manual is available online and may be downloaded and printed. Please find the manual at:

Design Manual Charlotte Water (charlottenc.gov)

SUBMITTALS

All materials shall be in accordance with the *"Design Manual"*, these provisions, the plans, and as directed by the Engineer. See individual pay items descriptions for submittal requirements.

DELIVERY, STORAGE, AND HANDLING

A. Do not store plastic pipe and fittings in direct sunlight. All pipe must be in brand new factory condition and no more than one year old from manufacturer date to installation. Pipe manufacturer must provide letter regarding exposure requirements.

B. The Contractor shall be responsible for the safe storage of materials furnished by or to them, and accepted by them and intended for the work, until they have been incorporated in the completed project. Handling and storage of all project materials are to be in compliance with the manufacturer's recommendations for handling and storage. The interior of all pipe, fittings and other accessories shall be kept free from dirt and foreign materials at all times. Valves, meters and pressure gauges shall be protected from freezing at all times.

C. Loading and Unloading Materials: Ductile iron pipe accessories shall be loaded and unloaded by lifting with hoists or skidding to avoid shock or damage. Pipe, fittings, and other accessories will be unloaded with hoists and/or as recommended by the respective manufacturers. Under no circumstances shall such materials be dropped. Pipe handled on skidways shall not be skidded or rolled against pipe already on the ground.

D. Care of Coatings and Linings: Pipe, fittings, and other accessories including frames and covers, steps, straps, etc., shall be so handled such that the coating or lining will not be damaged. If, however, any part of the coating or lining is damaged, the repair shall be made by the Contractor at their expense in a manner satisfactory to the Engineer and the coatings manufacturer.

PIPE LAYING

All bedding compaction shall meet Charlotte Water Standards.

Type III - Granular Material Embedment (bedding):

A. Granular Bedding Material:

All bedding material shall be angular, clean washed crushed stone graded in accordance with Size #57, Size #67, or Size #78M in ASTM D-448 for "Standard Sizes of Coarse Aggregate" (NCDOT Standard size #57, #67 and #78). Bedding material will be used only as instructed in the Specifications and/or as specifically directed by the Engineer.

B. Depth of Pipe Installation:

Unless otherwise indicated on Plans, or required by existing utility location, all pipe will be installed with the top of the pipe at least 3.0' below the edge of adjacent roadway pavement or 3.0' below the ground at the pipe, whichever is greatest. The Contractor is instructed to check the construction plans and blow-up views for additional requirements.

Unless otherwise shown on the plans, the maximum depth of cover for PVC shall be 20 feet for Type III Bedding. Maximum depths for other pipe materials can be found in Section 3.3(E) of Water Main Specifications.

The Contractor may be required to vary the depth of pipe to achieve minimum clearance from existing utilities while maintaining the minimum cover specified whether or not the existing pipelines, conduits, cables, mains, etc. are shown on the Plans.

STONE AND BRICK

All brick used to construct manhole inverts or adjust frames shall be made from clay or shale, shall be solid only and shall be of standard building size. All brick shall meet or exceed the compressive strength and water absorption properties specified in ASTM C-32 for Grade MS brick or in-ASTM C-216 and ASTM C-62 for Grade SW brick.

OPERATING AND ADJUSTING EXISTING VALVES

The Contractor, in conjunction with the Inspector, will locate, operate, and log the number of turns for all valves which may require operation during this construction. The Contractor will locate and adjust any valve box which has been paved over, etc., or does not conform with Charlotte Water's Standard Details, if directed by the Engineer. This work will be completed ahead of water main pipe installation/relocation/ replacement. Any cost for adjusting existing valve boxes will be included in the appropriate pay item in the contract. Payment for operation valves for turning off, filling, testing, disinfection, and reactivation will be considered incidental for work associated with water line.

INSTALLING VALVES, HYDRANTS AND FITTINGS

Valves:

Valves, hydrants, and fittings shall be installed in the manner specified for installation and assembly of pipe. Valves and hydrants shall be installed according to the Standard Details at locations shown on the plans and/or as directed by the Engineer.

Valve Blocking:

All end of line valves 12-inch and smaller installed on PVC, DIP, or HDPE water mains shall be installed with end of line wall blocking per the standard detail. All 12-inch valves, and smaller, installed along PVC or HDPE water mains shall be securely wedge blocked with concrete bearing against, and cut into the excavated sides of the trench. All valves installed along HDPE water mains larger than 12" shall be restrained with thrust wall blocking according to

the standard detail. Care shall be taken in forming and pouring the "wedge" blocking so the fitting joints will be accessible for repair and/or valve extraction. All valves shall be double wrapped with 2 layers of HDPE plastic film, high-density cross laminated (HDCL) polyethylene per AWWA C-105. Each layer of film shall be a minimum of 3 feet each side of the valve/fitting.

Blocking Fittings:

All plugs, caps, tees, and bends deflecting 11-1/4 degree or more on pressure mains 2-inch in diameter or larger shall be provided with thrust blocking, placed as shown on the Plans and/or as directed by the Engineer. Thrust blocking shall consist of ready-mix concrete having a compressive strength of not less than 3,600 lbs per square inch at 28 days.

a. Bagged mix concrete may be used for blocking, anchorage, concrete valve pads, etc. on water mains and valves 12-inches and smaller, when less than 1/2 cubic yard is required. Bag mix concrete shall be properly mixed as recommended by the manufacturer, prior to placement in the trench.

b. Blocking shall be placed between solid/undisturbed ground and the fittings to be anchored. The area of bearing on the pipe and on the ground in each instance shall be that shown on the standard detail or directed by the Engineer. The blocking shall be so placed that the pipe and fittings will be accessible for repair. All fittings shall be double wrapped with 2 layers of HDPE plastic film, high-density cross-laminated (HDCL) polyethylene per AWWA C-105. Each layer of film shall be a minimum of 4 mils thick. The film shall extend a minimum of 3 feet each side of the valve/fitting.

Restrained Joints:

Restrained joints shall be installed where shown on the plans, standard details or when approved by the Engineer, and may be installed instead of blocking. Installation shall be per manufacturer's recommendations, as shown on the plans, standard details, special provisions, and/or as directed by the Engineer.

Wedge Action Restrained Joints:

Wedge action restrained joints shall be installed on mechanical joint valves and fittings where shown on the plans, standard details or when approved by the Engineer, and may be installed in lieu of blocking. Restrained lengths on each side of the fittings shall be as shown on the standard details, plans, or as approved by the Engineer. Installation shall be per manufacturer's recommendations, as shown on the plans, special provisions, and/or as directed by the Engineer.

Fire Hydrants:

Hydrants shall be manufactured with no less than three and one half (3.5’) foot bury on water mains 12" and smaller and with four and one half (4.5) foot or more for water mains 16" and larger. Because of varying topography, hydrants with greater bury shall be required based on the actual depth. Extensions kits will be manufactured by the hydrant manufacturer. No more than ONE extension kit shall be installed on a fire hydrant. Third party extension kits provided by manufacturers other than the original fire hydrant manufacturer are not allowed.

a. All hydrants and hydrant guard valves will be installed plumb and in accordance with the Standard Details. The appropriate plan view will be noted on the Plans or in the Special Provisions. Each hydrant installation will include a drainage bed of clean washed stone approximately one (1) cubic yard in size at the "weep hole" with filter fabric installed around the stone. Piping from the main to the hydrant shall be 6-inch or 8-inch restrained joint DIP only or may be HDPE on new HDPE water mains.

b. All hydrants shall have concrete collars installed on the barrel below the bury line as shown in the standard detail. Placement of hydrants and the hydrant guard valve(s) shall meet the requirements as indicated in the Standard Details. Hydrants shall not be installed within the radius points of streets or driveways, and shall not be installed within 15 feet of on street parking spaces.

ADJUSTMENT/RELOCATION OF WATER SERVICES AND METER BOXES/VAULTS

All water services, meters, boxes, and vaults shall be adjusted and/or relocated by the Contractor as specified and as shown on the Plans and Standard Details. “Adjustment” shall be defined as vertical movement only. “Relocation” shall be defined as horizontal movement and shall include the associated vertical adjustment.

Plastic meter boxes will be required for all ¾” and 1” water meter relocations, unless otherwise approved or directed by the Engineer.

If the existing service line is in suitable condition, as determined by the Engineer, connection can be made to the existing service line and the new service line can be installed to the new meter location.

If the existing service line is not suitable for use, as determined by the Engineer, the connection shall be made at the existing main and the entire service line shall be replaced. The Contractor may connect at the existing corporation or install a new corporation at the existing main.

UTILITY RELOCATIONS

Water:

Install existing water meters and meter boxes that are to be relocated adjacent to the right of way, as shown on the utility plans, or as directed.

Relocation of water meters consists of the removal and installation at the appropriate location of the water meter, meter yoke, meter valve, and meter box. This work also includes all pipe, corporation stops and tapping saddles necessary for this relocation. Perform all work in accordance with the applicable plumbing codes, as shown on the plans, and as directed. Place relocated meter boxes with the top of the meter box flush with finish grade of the project.

Locate and install fire hydrants as shown on the utility plans.

Relocate all existing fire hydrants in the road construction area, and others that will be a hazard to the motorist, adjacent to the right of way, as shown on the plans, and/or as directed. Separate existing fire hydrants to be relocated at the hydrant base from the existing pipe and place in the new location. Where necessary, remove the hydrant shoe and replace with the appropriate type to connect the relocated hydrant to the new pipe. Furnish, install or remove hydrant extension pieces to provide the proper bury of the pipe and hydrant. Provide all necessary pipe, valves, and fittings necessary for this relocation. Handle pipe and appurtenances in such a manner as to ensure delivery to the site and installation in a sound, undamaged condition, Store plastic pipe out of direct sunlight until placement. All plastic pipes showing discoloration, or deterioration will be rejected for use and replaced with suitable pipe, at no additional cost. Carefully examine all pipe, fittings, and appurtenances for defects before placing, rejecting any found defective. If, at any time before completion of the contract, any broken pipe or any defects are found in the lines or in any of their fittings or appurtenances, replace them.

On tie-in sections, the Contractor may be required to anchor pipe bends, tees, etc. with precast concrete blocking, timbers, rodding, or other approved method to allow the water line to be placed back into service as soon as possible. Make final connections to existing mains where indicated on the drawings, as required to fit the actual

conditions, or as directed. Order materials, install the new line, provide thrust restraint, and perform sterilization and pressure tests on the new line prior to installation and tie-in of the new line into service to the satisfaction of the Engineer. Notify owners in advance of any interruptions of water service with ample time to make arrangements. Limit interruption of water service on main lines to a maximum of 8 hours unless otherwise approved.

Sewer:

Make final connections of the proposed sewer work to the existing system where indicated on the drawings, as required to fit the actual conditions, or as directed. Notify the owner at least 24 hours in advance of all arrangements for temporary service and for agreement with the owner as to the time that service may be interrupted.

Do everything necessary, including temporary pumping, to keep all existing sewers active for either the duration of this contract or until the Engineer authorizes connections.

CONNECTION TO EXISTING SEWERS

Tie-ins to existing activated sewer lines will be allowed when proper precautions are taken to protect the existing main. Tie-ins to existing unactivated sewer lines not installed under the same contract will not be allowed without written approval from all parties involved (Charlotte Water, contractors, contract holders, etc.). The Contractor will be required to install watertight masonry plugs in the proposed pipeline at the existing manhole and at the first proposed manhole until all construction is complete and testing begun. If the proposed sewer does not begin at an existing manhole, a straddle type manhole as shown on the Standard Details will be constructed over (and around) the undisturbed existing pipeline and the proposed pipeline plugged as specified. The existing pipeline will not be broken-out and the new invert formed until all testing has been successfully completed. Any connection with 18 inch and smaller pipe at an existing precast or cast-in-place manhole will require the Contractor to core the necessary opening through the manhole wall. Connections to existing manholes with 21 inch and larger pipe may be cored or sawed as approved by the Engineer.

A. Temporary Watertight Plugs:

The Contractor shall install temporary watertight plugs in the proposed sewer line at any manhole that is incomplete, at the open end of the pipeline prior to leaving the job site daily, during lunch breaks, and elsewhere as dictated by good engineering and construction practices. All installed pipe shall be backfilled or otherwise securely tied down to prevent flotation in the event water enters or rises in the trench. The pipe system shall be watertight during any absence of the Contractor from the project site.

The plugs as installed shall prevent infiltration or the introduction of any foreign material into either the existing or proposed systems.

The City will not accept any pipeline or manhole which contains any silt, sedimentation or other foreign material, within. The Contractor shall at his own expense flush, or otherwise cause the line (and manholes) to be cleaned out without any discharge into the existing system.

Upon completion of all construction, the Contractor will be responsible for the complete removal of all watertight plugs, in the sequence necessary to allow testing and subsequent activation, all under the review of the Engineer.

B. Scheduling:

In cases where construction will disrupt the existing sewer flow, prior to beginning any work, the Contractor shall prepare and submit a plan and schedule indicating how the existing flow will be handled and the time frame in which he intends to work. The Charlotte Water Inspector in conjunction with the Contractor will be responsible for notifications of all customers affected by interruption. Interruptions shall be scheduled by Charlotte Water at a time most convenient to the public. Work may be required at night, weekends and/or holidays, as determined by Charlotte Water. Customers shall be notified at least 72 hours (not including weekends/holidays) prior to any interruption of service.

TESTING AND INSPECTION FOR WATER LINES

Required testing of pipelines and valves shall be done under the direct supervision of the Project Inspector. Field testing shall not negate the requirements for material certifications as contained in the material specification section of this contract. Unless otherwise directed by the Engineer, all testing and disinfecting will be completed prior to connection to any existing line. The Contractor shall provide open ventilation of confined spaces. The Contractor shall be responsible for providing all equipment and personnel necessary to comply with OSHA confined spaces regulations.

Hydrostatic and Leakage Tests:
All sections of water mains greater than 100 linear feet shall be tested and disinfected in accordance with the Standard Specifications. All relocated services must be tested prior to re-connection and transfer of service.

The Contractor shall furnish equipment, labor and new materials including caps, plugs, sleeves, jumpers, valves, check valves and corporation stops required to make temporary connections to water mains for testing and disinfection. The Contractor will, if required by the Engineer, complete the testing and disinfection required by these specifications prior to connection to existing mains.

Sections of water mains less than 100 linear feet shall be tested and disinfected in a manner approved by the Engineer. Where formal disinfection and leakage tests are not required, extreme cleanliness shall be required. Leakage tests will be limited to that which can be observed. No visible evidence of leakage will be allowed. All pipe, caps, plugs, etc., will be disinfected and flushed thoroughly prior to installation. Open ends of pipe will be sealed or protected in a manner approved by the Engineer to protect the existing system during this work.

On completion of the line or sections of the lines, connections and appurtenances, the line shall be filled and hydrostatically tested. The water for this purpose can be taken from existing lines under the supervision of the Engineer's Inspector and leakage will be measured by the Inspector with a meter furnished by Charlotte Water. All leaks and any defective material shall be repaired or replaced to the satisfaction of the Engineer and the tests repeated until the requirements of this specification are met. Any special equipment, pumps, etc. required to make the test shall be furnished and operated by the Contractor as directed by the Inspector.

The Contractor shall use great care to be sure that all air is expelled from each section under test. If fire hydrants or other openings are not available for the purpose of expelling air, the Contractor shall provide air releases of sufficient size (as determined by the Engineer) in accordance with City Standard Drawings, at his expense. Specific procedures for testing mains are as follows:

Test pressure will be 200 PSI or a minimum of 1.25 times the static pressure, whichever is higher, at the high point of the section under test. When testing against valves, the differential pressure at the valve must not exceed 250 PSI for valves rated at 250 PSI. The maximum water main test pressure shall be 350 PSI based on pipe and fitting ratings.

Allowable leakage for 16 inch nominal diameter pipe will be 1.7 gallons/hour per Table 6, AWWA C-600. Pressure and leakage tests will be run concurrently and for a duration of two hours except as modified below.

The Contractor will pressurize the line and verify that it is within allowable leakage before the official test is started.

The Inspector will begin the test and remain at the job for the duration, making sure that the test pressure is maintained within 5 PSI. The Contractor is to maintain the pressure within 5 PSI for the duration of the test period. During the 2-hour test, the Contractor and the inspector shall inspect all exposed pipe, fittings, valves, hydrants, services, blow offs, and joints. Any defective, damaged or leaking components/joints, shall be repaired or replaced, and the test shall be repeated. Any visible leakage shall be repaired regardless of the allowable makeup water results.

If makeup water exceeds allowable during the first hour, the makeup water increases during the second hour, or the pressure drops more than 5 psi, the test has failed and will be terminated. All leaks shall be repaired and the test re-scheduled. If the total makeup water for the two-hour period does not exceed the allowable makeup water, the test
has passed and will be terminated.

All services larger than 1-inch shall be tested to the property line valve during the water main test. Each service control valve, including check valves, shall then be tested during the valve testing process after the water main test is complete.

The maximum length of pipe tested in one test shall be 5,000 feet or as close to 5,000 feet as possible depending on valve spacing.

During the last stages of the test and without any reduction in pressure, first the hydrant guard valves will be closed. Then progressing in an orderly manner from the end opposite the test pump, each main line valve, fire hydrant valve, air release valve, blow off valve, and service line valve 1.5 inch and larger, will be closed and pressure released to determine if it is holding pressure (minimum 10 minutes per valve closing). No visible change in pressure or visible leak is allowed during each valve test. All visible leaks shall be repaired in a manner approved by the Engineer.

TESTING AND INTERNAL INSPECTION FOR SEWER LINES

The Contractor shall provide proper ventilation of sewer lines and manholes during any test or inspection procedure. The Contractor shall be responsible for providing all equipment and personnel necessary to comply with OSHA confined spaces regulations.

Gravity Sewer Pipe Leakage Testing:

No sooner than 10 days following completion of backfill, the Contractor along with the project inspector will be required to determine the level of the ground water table. The ground water table elevation shall be noted on the plans relative to the top of the pipe. The sewer line shall be inspected and tested for infiltration. Regardless of the ground water table elevation, all gravity sewer mains shall be tested by Low Pressure Air – manhole to manhole, or individual joint test by low pressure air or low pressure water. Each test shall be performed as follows:

Infiltration:

Each manhole and section of pipe shall be visually inspected. The allowable leakage shall be 0.0 gallons. Weir measurements will not be necessary. Any visible point of infiltration or leak, or any flow of water in the pipe invert will constitute failure of the test. Any failed section of pipe or manhole shall be repaired or removed and replaced in a manner approved by the Engineer. Upon completion of remedial actions, the testing procedures shall restart

from the beginning. The process will continue until each pipe section and manhole has passed the official test.

Low Pressure Air Test:

Tests shall be performed in accordance with ASTM F-1417 (Plastic Gravity Sewer Pipe – PVC), regardless of pipe material, and as modified below. Low pressure air tests shall be performed on sewer lines 24-inches in diameter and smaller. The test method shall be the Time-Pressure Drop Method as indicated in the standards. Test pressure will be measured by gauges furnished by CHARLOTTE WATER and installed by the Contractor above ground at the manhole opposite the air supply. The Contractor shall furnish all other test equipment required including connecting hoses at the CHARLOTTE WATER supplied gauge.

See Design Manual for Time-Pressure Drop Method (if applicable).

Sewer lines larger than 24-inches in diameter shall be tested for infiltration as specified above. Each joint shall be individually tested by low pressure air or water as specified below. Each joint shall also be visually inspected by a CHARLOTTE WATER representative as specified below.

Manhole Leakage Testing:

Manholes shall be tested by plugging the inlet and outlet pipes with airtight plugs and using one of the following procedures:

Exfiltration Method:

Exfiltration Fill the manhole to the rim with water and allow the level to equalize due to saturation. Refill the manhole and mark the level to begin the test. The test shall last at least 2 hours and allowable leakage shall be 3 gallons per hour. The Engineer will select 25% of the manholes on the project to be tested. If any manhole fails, an additional manhole will be tested. Manholes that fail the test shall be repaired as specified and retested until they pass.

Vacuum Air Method:

Manhole vacuum air testing shall be performed in accordance with ASTM C-l 244. The steel test plate head shall be placed on the top surface of the manhole frame. The Engineer will select 25% of the manholes on the project to be tested. Manholes that fail the test shall be repaired as specified and retested until they pass. Manholes that show leaks and are repaired prior to testing shall be tested as specified.

The minimum test time shall be as determined in the table below, based on manhole diameter and manhole depth. Actual manhole depth shall be rounded up to the next 2-foot increment.

See Test Times in Design Manual.

All newly constructed straddle manholes on existing pipe shall be tested prior to cutting out and removing the existing pipe inside the manhole.

SANITARY SEWER REPAIRS

All leaks shall be repaired by identifying and exposing the defective section of pipe and completing repairs as follows:

PVC, VC or Ductile Iron Pipe:

Defective or damaged pipe including leaking joints shall be removed and replaced with sound new pipe. The pipe shall be re-connected with approved couplings.

Manholes:

Any damage to the interior wall of the manhole resulting from penetration of the lift holes shall be repaired with non-shrink cement grout.

Leaks through manhole joints or walls or around pipe collars, may be repaired from inside the manhole with non-shrink cement grout. If the size of the leak, or the external water pressure, prevents such repairs, the manhole shall be excavated and repaired from outside.

Leaks around boots or gaskets used to join pipe to manholes shall be repaired by external concrete collars or as approved by the Engineer.

WATER/SANITARY SEWER PAY ITEM DESCRIPTIONS

The bid for each pay item shall include the cost of all materials, equipment, labor and all else required to complete that pay item as specified.

All materials shall be new and in good condition and free from defects.

Any materials, equipment, labor, including permits, fees or incidentals required to complete the work for which there is no clearly described pay item, shall have their cost included with the items listed below. No separate payment will be made.

Payment will be made according to the unit price bid in the contract.

The pay item descriptions shown below are supplemented by the Charlotte Water Design Manual.

The pay items for Charlotte Water's Water and Sewer construction do not reference the NCDOT Standard Specifications for Roads and Structures, Division-15, Utilities.

The pay item descriptions below shall include, but are not limited to, the cost of the following.

a) For all special scheduling necessary to complete the project in an orderly manner.
b) For temporary off-site storage of spoils, materials, equipment and associated temporary security fencing as required by plans and specifications.
c) For limited work hours, including night and weekend work.
d) For operation of existing valves and test shutdowns, as needed or directed by the Charlotte Water Engineer.
e) For installation of a lockout/tagout devices on all isolation valves or as directed by the Charlotte Water Engineer.
f) For pot holing (test pit) existing utilities 500' ahead of construction and determining if a conflict exist.
g) For use of steel traffic plates as needed or required by the Charlotte Water Engineer.
h) For pipe deflection called out by the plans, required by field conditions, or directed by the Charlotte Water Engineer.

i) For all temporary fittings, valves, piping, blow-offs, and any other appurtenances required to properly install and test the pipe.
j) For compliance with City of Charlotte Noise Ordinance.
k) For temporary repair of driveways, walkways, roadways, etc. immediately following construction and maintaining same until permanent repairs are made.
l) For compliance with all applicable OSHA regulations.
m) For additional requirements, as specified, in the Special Provisions sections.
n) For all testing required by the plans and specifications, including the requirements of the Charlotte Water Design Manual and/or required by the Charlotte Water Engineer.
o) For keeping the pipeline clean and free of debris, including the use of a temporary plug.
p) For locating, repair and replacement of existing sanitary sewer laterals within the trench.
q) For providing and installing NBR gaskets in lieu of SBR gaskets where called out on the plans, or directed by the Engineer.

"Adjustment" shall be defined as "vertical" movement only. "Relocation" shall be defined as horizontal movement and shall include the associated vertical adjustment. Payment will be made accordingly to the unit price bid in the Proposal.

12-GAUGE COPPER TRACER/LOCATOR WIRE

Water Mains and Services:

All main line *water* pipe and service line pipe or tubing shall be installed with copper tracer/locator wire and warning tape per design manual, regardless of the pipe material.

The tracer wire shall be a single conductor AWG No. 12 (gauge) solid copper wire with HDPE insulation. The insulation shall be blue and shall be 30 mils thick for open cut installation or 45 mils thick for Horizontal Directional Drill (HDD) installation. HDD installations shall require 2 conductors. The copper conductor wire shall conform to the requirements of ASTM B-3. Tracer wire shall be furnished in coiled rolls of 500-feet or greater length on distribution project with multiple water services. Tracer wire shall be furnished on coiled rolls of 2500-feet or greater lengths on transmission main projects (typically without services), to limit splices. Tracer wire will be secured to the pipe every 10' using an HDPE zip tie or Duct Tape. A 24" pigtail will be provided in any structure exposed to daylight.

1. The wire may be of domestic manufacture or import.

2. The product markings shall be at intervals of not more than 5 feet. The minimum product markings shall include the production record code, conductor average wire gauge ("AWG No. 12"), manufacturer's name or trademark, and the insulation rating. All markings shall be clear and legible.

Sewer Mains and Laterals:

All main line *sewer* pipe and lateral pipe shall be installed with copper tracer/locator wire and warning tape per design manual, regardless of the pipe material.

The tracer wire shall be a single conductor AWG No. 12 (gauge) solid copper wire with HDPE insulation. The insulation shall be green and shall be 30 mils thick for open cut installation or 45 mils thick for Horizontal Directional Drill (HDD) installation. HDD installations shall require 2 conductors. The copper conductor wire shall conform to the requirements of ASTM B-3. Tracer wire shall be furnished in coiled rolls of 500-feet or greater length. Tracer wire will be secured to the pipe every 10 feet using an HDPE zip tie or Duct Tape. A 24-inch pigtail will be provided in each manhole, vault, valve box, cleanout, or any structure exposed to daylight.

1. The wire may be of domestic manufacture or import.

2. The product markings shall be at intervals of not more than 5 feet. The minimum product markings shall include the production record code, conductor average wire gauge ("AWG No. 12"), manufacturer's name or trademark, and the insulation rating. All markings shall be clear and legible.

Wire Splice System:

Tracer wire shall be as continuous as possible to the greatest extent. When wire splices are required, they shall conform to the Standard Details and shall be made with a butt splice, and three layers of vinyl and rubber tapes. The butt splice shall be made with copper alloy split connector or copper crimp connector.

1. The splice system may be of domestic manufacture or import and shall be pre-approved by Charlotte Water.
2 The product packaging shall indicate approved conductor type and size, the manufacturer's name, product name or number, and that the product is designed for direct bury and submersible installations. All markings shall be clear and legible.

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ARTICLE 3: CHARLOTTE WATER SPECIAL PROVISIONS

SPU-01; ADJUST WATER VALVES, WATER METER BOXES

1.0 DESCRIPTION

The Contractor shall provide all labor and equipment necessary to adjust water valves and water meter boxes as shown on the plans or as directed by the Engineer.

2.0 MATERIALS

Adjust water valves and manholes by utilizing cast iron or steel fittings. When fittings are used, leave the existing walls in place and securely attach the fittings to the existing walls or install in a manner which will eliminate movement of the fitting. Backfill excavated areas in an existing pavement with Portland cement concrete meeting requirements for Class B or of any higher class of concrete. High early strength concrete may be used. Wait at least 72 hours after the placement of the concrete before placing any surfacing or resurfacing material over the concrete. This time period will not be required where the strength of the concrete is at least 2500 psi as evidenced by nondestructive tests made in place by a rebound hammer in accordance with ASTM C805. Thoroughly compact backfill of other excavated areas. In areas open to traffic, construct a temporary ramp of asphalt plant mix around structures which have been adjusted. Construct the ramp to extend a minimum of 3.0 feet from the structure within one calendar day after completing the adjustment. Construct the ramp using any type of asphalt surface course plant mix meeting the requirements of any job mix formula issued by the Division of Highways. Compact to an approved density. Place bituminous plant mix flush with the top of the raised structure within 7 days after raising the structure.

Bring all adjusted utility manhole covers to an elevation slightly higher than the surrounding terrain so that surface water will not enter the manhole after the adjustment.

Construct manholes located in paved areas flush with the surrounding pavement. Existing manholes located in proposed gutter pans shall have the existing frames and covers replaced with solid lids and sealed/watertight covers so that surface water will not enter the manholes.

Adjust water valves, water meter boxes, water manholes, water vaults, fire hydrants and sanitary sewer manholes to be flush with the surrounding ground.

Make the adjustments before the final layer of surfacing material is placed in areas to be surfaced or resurfaced. Salvage and reuse existing valve boxes and manhole covers in the adjustment.

3.0 MEASUREMENT NAND PAYMENT

The quantity of water valves and water meter boxes adjusted shall be measured by and paid for at the contract unit price per each for “Adjust Existing Water Valve” and “Adjust Existing Water Meter and Meter Box”. Such prices and payments will be full compensation for all materials, equipment, labor, and incidentals necessary to complete the work as required.

Payment will be made under:

ADJUST EXISTING WATER VALVE ……..……EA
ADJUST EXISTING METER BOX ……..……EA

SPU-02; RELOCATE EXISTING WATER METER (1-INCH OR LESS):

1.0 DESCRIPTION

The Contractor shall provide all labor and equipment necessary to remove and install the existing water meter and meter box or meter vault at the appropriate location and the work shall be done in accordance with the applicable utility provisions herein, as shown on the utility plans, Charlotte Water details, and/or as directed by the Engineer.

2.0 MATERIALS

The relocation of the existing water meter may include, but is not limited to, any meters, meter boxes, meter vaults, valves, or fittings. All valves, and fittings necessary to reconnect the water meter shall be considered incidental. Any electrical service connections and relocations, in addition to all permits, licenses and inspections shall be the responsibility of the Contractor and considered incidental to this relocation.

3.0 MEASUREMENT AND PAYMENT

The quantity of water meters relocated in accordance with the plans and utility provisions herein and accepted, will be measured and paid for at the contract unit price per each for “Relocate Existing Water Meter & Meter Box” and “Relocate Existing Water Meter & Meter Vault”. Such prices and payments will be full compensation for all materials, removal and relocating water meter, meter box, meter vault, fittings, yoke bar, valves, tracer wire, equipment, excavation, labor, backfilling, and incidentals necessary to complete the work as required.

Payment will be made under:

RELOCATING EXISTING WATER METER & METER BOX (1-inch or less)……EA
RELOCATE EXISTING WATER METER & METER VAULT (1-inch or less)……EA

ARTICLE 4: REAL ESTATE SPECIAL PROVISIONS

This Real Estate Special Provision applies to all parcels within the project limits.

All Temporary and Permanent Construction Easements may be used for construction staging by the contractor and approved sub-contractors unless otherwise noted on the Parcel Special Provision. Once all construction work is completed on a parcel used for staging and all associated construction work within the area is completed, the contractor and sub-contractors shall remove all staging/equipment from the impacted parcel(s) within 2 weeks of completion of all construction work in this area. The parcel(s) used for staging shall be cleaned and restored per the contract within this 2- week period.

Contractor and all sub-contractors shall clean up and restore each parcel as each phase of work is completed (i.e. storm drainage, asphalt, sidewalk, etc.).

Below is the Parcel specific Real Estate Special Provisions:

Parcel _ #6-15640 _ , Relocation of existing gate on Western side of property., #7906 Lawyers Road

The following provisions will apply to Parcel #6-15640

The Contractor shall provide the City Inspector with **14 days**' notice before beginning improvements on Parcel #6-1560

CHARLOTTE.

PROJECT NAME: **Lawyers Rd Sidewalk**
PROJECT NUMBER: **PMES241808 - 14652**
PARCEL NUMBER: **6 - 15640**
TAX I.D. NUMBER: **135-076-01**

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

GENERAL SERVICES SPECIAL PROVISIONS:

This Agreement is entered into this 15th day of September, 2025 by and between
DONALD E. CAUDLE, JR., property owners, and the **CITY OF CHARLOTTE.**

Property Address: **7906 Lawyers Rd., CHARLOTTE, NC**

AN AGREEMENT, based upon a negotiated settlement, the City of Charlotte agrees to the following:

1. The property owner (Donald E. Caudle Jr.) has been compensated to relocate the existing gate on the Western side of the property. Property owner agrees to relocate gate prior to October 1, 2026. There are two gates on the parcel and covers any wiring or work necessary related to the project. It is the property owners sole responsibility related to either gates prior or after construction.
2. One larger tree at the Western property line will be removed for future sidewalk.
3. As per plans, fencing will be replaced like-kind parallel to the roadway behind permanent sidewalk easement line.

Property Owner Name: Donald E. Caudle, Jr.,
Property Owner Contact Information: 704-408 8034

By this agreement, the Parties desire to formalize and complete these certain matters.

Property Owner(s) Donald E. Caudle Jr. Date: 9-15-25
Rosa Anna DiLeo Date: 9-15-25

City of Charlotte -
General Services Project Manager Ronak Patel Date: 09/12/2025

Agent for the City of Charlotte _____ Date: 9-15-25

PR SW Special Provisions Procedure Rev 0
5.15.18

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