



PROJECT MANUAL

FOR

BEATTIES FORD AT LASALLE INTERSECTION IMPROVEMENTS

PROJECT NUMBER:

PMES211684

BID NUMBER:

269-2025-069

CITY OF CHARLOTTE, NORTH CAROLINA

ADVERTISEMENT DATE: **MARCH 25, 2025**

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):

TABLE OF CONTENTS

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

00 10 00 – INVITATION TO BID	1
00 20 00 – INSTRUCTIONS TO BIDDERS.....	1
ARTICLE 1: DEFINITIONS	1
ARTICLE 2: BIDDER’S REPRESENTATIONS.....	2
ARTICLE 3: BIDDING PROCEDURES	2
ARTICLE 4: BID AWARDS AND REJECTIONS.....	3
ARTICLE 5: POST-AWARD	3
00 40 00 – BID FORMS AND SUPPLEMENTS	1
ITEMIZED BID	2
CBI FORM 3 - Subcontractor / Supplier Utilization Commitment.....	3
COMMERCIAL NON-DISCRIMINATION CERTIFICATION	5
EXECUTION OF BID	6
00 50 00 – ACCEPTANCE BY THE CITY	1
00 55 00 – CHARLOTTE BUSINESS INCLUSION (CBI) PROGRAM.....	1
00 60 00 – PROJECT FORMS	1
00 70 00 – STANDARD SPECIAL PROVISIONS.....	1
ARTICLE 1: NCDOT STANDARD SPECIFICATIONS.....	1
1.1 NCDOT Standard Specifications	1
1.2 ERRATA	3
ARTICLE 2: CITY STANDARD PROVISIONS	4
2.1 Curb and Gutter Tapers and Transitions.....	4
2.2 Pipe Joints.....	4
2.3 Existing Utilities.....	4
2.4 CDOT Street Maintenance Division Street Cut Regulations.....	5
2.5 Concrete.....	5
2.6 Reclamation of Waste or Borrow Sources	6
2.7 Hazardous Materials	7
2.8 Sedimentation Pollution Control Act	7
2.9 Construction Stakes, Lines, and Grades.....	7
2.10 Maintenance of the Project	8
2.11 Storage of Materials and Equipment.....	8
2.12 Subletting.....	8
2.13 Quantity Tickets	8
2.14 Periodic Payments	8
2.15 Final Payment	9
2.16 Payment Reporting	9
2.17 Sales and Use Tax.....	10
2.18 Allowances	11

2.19 Commercial Non-Discrimination Policy	11
2.20 E-Verify.....	12
2.21 Iran / Israel.....	12
2.22 Indemnification.....	12
2.23 Guarantee	12
2.24 Insurance Requirements.....	13
2.25 Holiday Work Restrictions	14
2.26 Drainage Structures	14
2.27 Termination	14
2.28 Dispute Resolution.....	15
2.29 Surface Water Quality Protection.....	17
2.30 Prohibition of Use of High PAH Pavement Products.....	18
2.31 Billing Records.....	18
 00 75 00 – PROJECT SPECIAL PROVISIONS.....	1
ARTICLE 1: GENERAL REQUIREMENTS	1
1.1 Contract Time	1
1.2 Liquidated Damages	1
1.3 Price Adjustments – Asphalt Cement for Plant Mix.....	1
1.4 Bituminous Plant Mix Pavements - Recycled.....	1
ARTICLE 2: SPECIAL PROVISIONS (SP)	1
SP-01, INTERCONNECTED PREFORMED THERMOPLASTIC.....	1
SP-02, TRAFFIC CONTROL.....	3
ARTICLE 3: CHARLOTTE WATER SPECIAL PROVISIONS	6
SPU-01, ADJUST WATER VALVES.....	6
 00 90 00 – ADDENDA.....	1

LIST OF PLANS

INDEX OF SHEETS

Cover Sheet 1

General Notes 2

Typical Section 3

Plan 4

Traffic Control TCP1

TOTAL SHEETS 5

00 10 00 – INVITATION TO BID

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

PROJECT NAME: Beatties Ford at Lasalle Intersection Improvements
PROJECT NUMBER: PMES211684

PRE-BID DATE: APRIL 9, 2025
PRE-BID TIME: 10:00 AM

PRE-BID LOCATION: Microsoft Team Meeting Only

[Join the meeting now](#)

Meeting Number (access code): 218 186 376 26
Meeting Password: Dn37EV3r

Call in (audio only): +1 872-256-4172,,174550192#
Phone conference ID: 174 550 192#

The Pre-Bid meeting is not mandatory, but attendance is strongly encouraged.

BID DUE DATE: April 30, 2025
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: April 30, 2025
BID OPENING TIME: 1:00 PM

BID OPENING LOCATION: Microsoft Team Meeting Only

[Join the meeting now](#)

Meeting Number (access code): 219 662 904 336
Meeting Password: DE9Cm3yz

Call in (audio only): +1 872-256-4172,,70647853#
Phone Conference ID: 706 478 53#

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:

Project includes construction of decorative crosswalks, mill & overlay, and water valve adjustments.

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 **\$250,000 - \$499,999**.

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

Penny Helms, Contracts Administrator
600 East Fourth Street, Charlotte, NC 28202
Direct Phone: (980) 613.1923
Email: Penny.Helms@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 = 2%

WBE = 5%

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 further reserves the right to determine the low bidder on the basis of the Total Base Bid with Accepted Alternates.

ARTICLE 5: POST-AWARD

5.1 Bonds and Insurance

For bids equal to or greater than **\$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 #: PMES211684
Project Name: Beatties Ford at Lasalle Intersection Improvements

SECTION 1: BID

Item #	Section #	Description	Qty	Unit	Unit Price (\$)	Amount Bid (\$) (Qty x Unit Price)
1	800	Mobilization	1	LS		
2	607	Milling Asphalt Pavement, 0.0" to 3.0"	1025	SY		
3	610	Asphalt Concrete Surface Course, Type S 9.5C	86	TN		
4	620	Asphalt Binder for Plant Mix	5	TN		
5	1205	Thermoplastic Pavement Marking Lines, 8", 90 mils	456	LF		
6	1205	Thermoplastic Pavement Marking Lines, 24", 120 mils	33	LF		
7	SP-01	Interconnected Preformed Thermoplastic	2280	SF		
8	SPU-01	Adjust Existing Water Valve	1	EA		
9	SP-02	Traffic Control	1	LS		
Subtotal						
10.0% 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:	Beatties Ford at Lasalle Intersection Improvements		
Established MWBE Goal:		Established MBE Goal:	2%
Established MSBE Goal:		Established WBE Goal:	5%
		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 <i>divided by</i> Total Bid Amount)	%
Percent WBE Utilization* (Total WBE Utilization <i>divided by</i> Total Bid Amount)	%
Percent SBE Utilization* (Total SBE Utilization <i>divided by</i> Total Bid Amount)	%
Percent MWBE/MSBE Utilization* (Total MWBE or MSBE Utilization <i>divided by</i> Total Bid Amount)	%

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

Version 06-2023

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

Version 06-2023

COMMERCIAL NON-DISCRIMINATION CERTIFICATION

Project: **Beatties Ford at Lasalle Intersection Improvements**

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: Beatties Ford at Lasalle Intersection Improvements

PROJECT NUMBER: PMES211684 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: 2%
WBE Goal: 5%

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 Section 4 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/dfmgr/login	Beatties Ford Road Vocational Trade Center, Inc. 1406 Beatties Ford Road Charlotte NC 28216 980.349.4067 http://www.beattiesfordvoccenter.com/contact.php
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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 reached 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
<p>CBI Form 1: Intent to Perform Contract with <u>Own</u> Workforce Affidavit</p> <p>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.</p> <p>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.</p>	<p>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.</p>
<p>CBI Form 2: Solicitation Form</p> <p>Identifies all MWSBEs the Bidder contacted and any MWSBEs that contacted the Bidder.</p> <p>Documentation content includes: Scope of work, MWSBE contact, date and method of contact, response status, as well as other information.</p> <p>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.</p>	<p>Not due at time of bid.</p> <p>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.</p> <p>ALL supporting documentation, reflecting the solicitation methods and content, must be submitted at the same time as CBI Form 2.</p>
<p>CBI Form 2A: Good Faith Negotiation Form.</p> <p>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.</p>	<p>Not due at time of bid.</p> <p>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.</p>

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/>

Beatties Ford at Lasalle Intersection Improvements	
NIGP Code	Commodity Code Description
91396	Paving/Resurfacing, Street (Major and Residential)
96861	Pavement Marking Services (Including Removal of Markings)
96185	Utility Services, Water
96884	Traffic Control Services (To Include Placement and Removal of Control Devices)

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

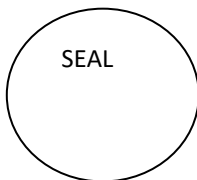
The Bidder agrees to provide any additional information or documentation requested by the City of Charlotte in support of the above statement. If additional scopes of work are added after the Bidder has been awarded the Contract, then the Bidder agrees to make a Good Faith Effort to utilize certified 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: _____



State of _____ County of _____

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

Notary Public _____

My commission expires _____

Version 06-2023

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:	<input type="checkbox"/> Email	<input type="checkbox"/> Fax	<input type="checkbox"/> Courier	
Follow-up:	Date:	Method:	<input type="checkbox"/> Phone	<input type="checkbox"/> In-Person		
Response:	<input type="checkbox"/> No response	<input type="checkbox"/> Not bidding	<input type="checkbox"/> Is bidding \$		<input type="checkbox"/> Other (explain)	
Selected:	<input type="checkbox"/> Yes	<input type="checkbox"/> NO (explain)				

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

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

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

Version 06-2023

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:

Version 06-2023

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 <i>divided by</i> Total Contract Amount)	%
Percent WBE Utilization (Cumulative WBE Utilization <i>divided by</i> Total Contract Amount)	%
Percent SBE Utilization (Cumulative SBE Utilization <i>divided by</i> 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
----------------------------------	--------------	-------	----------------

Version 06-2023

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:	
----------------------	--

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

Version 06-2023

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)	
<input type="checkbox"/>	10	<p>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:</p> <p>4.1.1.1 The number of MWSBEs contacted in the Relevant Market;</p> <p>4.1.1.2 Whether MWSBEs perform scopes of work sufficient to meet each Contract Goal;</p> <p>4.1.1.3 Whether the contacts were made for the first time at least ten (10) Days before the Bid Opening;</p> <p>4.1.1.4 How the contacts were made;</p> <p>4.1.1.5 Whether the contacts were documented in a verifiable way (and in compliance with any forms provided by the City);</p> <p>4.1.1.6 Whether the substance of the Vendor Documents was reasonably sufficient to generate a response from MWSBEs;</p> <p>4.1.1.7 Whether prompt and adequate responses were provided to MWSBE inquiries;</p> <p>4.1.1.8 Whether follow-up contacts were made to MWSBEs that did not respond to the initial contact;</p> <p>4.1.1.9 Whether the Bidder provided the project name and Vendor Documents; and,</p> <p>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.</p>
<input type="checkbox"/>	10	<p>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.</p>

<input type="checkbox"/>	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.
<input type="checkbox"/>	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.
<input type="checkbox"/>	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.
<input type="checkbox"/>	20	Section 4.1.6: Bonding or Insurance Assistance on Construction Contract. MWSBEs should receive significant and meaningful bonding, insurance, or an alternative 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.
<input type="checkbox"/>	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.
<input type="checkbox"/>	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.
<input type="checkbox"/>	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
<input type="checkbox"/>	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)

Version 06-2023

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: **Beatties Ford at Lasalle Intersection Improvements**

Project No.: **PMES211684**

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: Beatties Ford at Lasalle Intersection Improvements

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
LEVEL II SUPERVISOR
CONTRACTOR

TIP/WBS#
COUNTY

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.

[illegible]

*R=Routine, needs attention within 5 days; U=Urgent, needs attention within 24 hours.

NOTE: Any erosion control device that is damaged that has the potential to lose sediment and/or pollutants offsite and/or into surface waters should be treated as "URGENT".

04/2019 SPPPFORM30

RESPONSE FOR EROSION CONTROL - INSPECTOR'S DAILY REPORT
SUBSTITUTE FORM 1675[illegible]

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 be resolved, the order of precedence shall be as set forth in Section 105-4 of the NCDOT Standard Specifications.

The NCDOT Standard Specifications are hereby modified as follows:

Section #	Modification
101-3	Modify the Definitions as provided in Section 00 20 00 Article 1 of this Project Manual.
102-1	Delete lines 31 through 32.
102-2	Delete this section in its entirety.
102-3	Delete lines 12 through 15.
102-7	Delete 3 rd sentence in the second paragraph and replace it with “Contact <i>City of Charlotte</i> office”
102-8	Delete 1 st 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 “ <i>State Funded Projects</i> ”, these sections also apply to “ <i>City Funded Projects</i> .”
102-15 (J)	Delete this sentence in its entirety and replace with the following: “ <i>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.</i> ”
103-3(A)	Delete the reference to “ <i>North Carolina General Statute 136-28.1</i> ” and replace with the reference to “ <i>North Carolina General Statute 143-129.1</i> ”
103-3(A)(5)	Delete the “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 3 rd sentence of the 1 st 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 2 nd sentence of the 3 rd 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

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/NC SU'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 NPDES 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 SPPPF0RM30;
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 Statutes, 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 statutes or common law, or violations of applicable statutes 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 therefrom – any or all of which may arise out of or result from the Contractor's operations under the Contract Documents, whether such operations be by 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.

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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 **90** calendar days thereafter.

1.2 Liquidated Damages

Liquidated Damages will be assessed at the rate of **\$1,000.00** 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 \$564.38 per ton.

This Base Price Index represents an average F.O.B. selling price of asphalt cement at supplier's terminals on March 1, 2025, 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 MIXTN

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 gradation, 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.

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ARTICLE 2: SPECIAL PROVISIONS (SP)

SP-01, INTERCONNECTED PREFORMED THERMOPLASTIC

1.0 DESCRIPTION

Work covered by this special provision consists of furnishing the interconnected preformed thermoplastic and all related work in accordance with the manufacturer's specifications and pavement marking and signage sheets, the interconnected preformed thermoplastic supplier and interconnected preformed thermoplastic manufacturer's specifications and guidelines, and the provisions of these specifications.

2.0 MATERIALS AND METHODS

BRAND NAME SPECIFICATIONS (NCGS 133-3): The use of brand names/manufacturers or models is intended solely to denote the quality standard of the desired product and is not intended to restrict bidders to a specific brand, make, manufacturer, or name. The brand names/manufacturers or models are intended to convey the general style, type, character and quality of product. Equivalent products will be acceptable provided that approval of the specific product has been given in writing by the Engineer.

Requests for approval of equivalent items shall be submitted in writing to the Engineer for approval not less than 15 calendar days prior to the start of construction. Requests for approval of equivalent items shall be accompanied by information sufficient for the Engineer to make a determination as to the equivalency of a product. The determination of the Engineer of the equivalency of a product shall be final.

Transverse Lines to Accents Application: White retroreflective preformed thermoplastic line striping in 90 mil thickness and 8" width. This material is to be supplied by applicator and installed in conjunction with the aggregate reinforced material. (Contact manufacturer for proper installation instructions of line striping material)

Interconnected Preformed Thermoplastic shall consist of:

Traffic Patterns by Ennis-Flint or Approved Equal Color: White

Pattern: Shown Below



3.0 ACCEPTANCE

Prior to placing any project proposed Interconnected preformed thermoplastic, the Contractor shall prepare on site a portable 5 foot by 5 foot test panel of the proposed interconnected preformed thermoplastic in accordance with the details and notes shown on the plans, the interconnected preformed thermoplastic supplier, manufacturer's specifications and guidelines, and the provisions of these specifications. The Contractor shall maintain the panel on site as the standard for Engineer acceptance of all project placed interconnected preformed thermoplastic.

4.0 MEASUREMENT

The quantity of Interconnected Preformed Thermoplastic to be paid for will be the actual number of square feet of interconnected preformed thermoplastic pattern that is accepted as measured along the surface of completed work. The 8" thermoplastic lines will be measured and paid for separately per *1205 Thermoplastic Pavement Marking Lines, 8", 90 mils.*

5.0 PAYMENT

The quantity of Interconnected Preformed Thermoplastic measured as provided above, will be paid for at the contract unit price per square footage for "Interconnected Preformed Thermoplastic".

Payment will be under:

INTERCONNECTED PREFORMED THERMOPLASTIC..... SF

SP-02, TRAFFIC CONTROL

Version Date: 1/7/2022

Revision Date: 07/02/2024 by Jeremy Shue

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. Only CDOT forces shall install, remove or relocate any permanent signs within the right-of-way. 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: CDOT will furnish, erect, operate, maintain, relocate and remove all traffic signal equipment on the Project as necessary in accordance with the Project plans and specifications. 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:

- 50% of the lump sum price on the first partial payment estimate made after any work has been performed on the item of "Traffic Control".
- 50% 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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ARTICLE 3: CHARLOTTE WATER SPECIAL PROVISIONS

SPU-01, ADJUST WATER VALVES

Revision Date: 11/08/2024 by Jeremy Shue

1.0 DESCRIPTION

The Contractor shall provide all labor and equipment necessary to adjust water valves.

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.

Adjust water valves 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 in the adjustment.

3.0 MEASUREMENT AND PAYMENT

The quantity of water valves adjusted shall be measured by and paid for at the contract unit price per each for "Adjust Existing Water Valve". 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

00 90 00 – ADDENDA