

CITY OF RALEIGH

ASPHALT PAVEMENT REPAIR & REHABILITATION PROJECT

BID 274-TM-7-24

DATE OF ADVERTISING: May 31, 2024
DATE OF PRE-BID CONFERENCE: June 04, 2024 10:00 a.m.
DATE QUESTIONS DUE: June 10, 2024 by end of business
DATE FOR RESPONSES BY THE CITY: June 13, 2024 by end of business
DATE OF BID OPENING: July 02, 2024 2:00 p.m.

NAME OF BIDDER: _____

ADDRESS: _____

NC LICENSE NO.: _____

BID DEPOSIT 5%: _____

TOTAL BID: _____

MWBE PERCENTAGE: _____

CONTRACTOR SIGNATURE: _____

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ADVERTISEMENT

CITY OF RALEIGH PROJECT NO. 274-TM-7-24 ASPHALT PAVEMENT REPAIR & REHABILITATION CONTRACT

Pursuant to the General Statutes of North Carolina, Section 143-128 et. seq, sealed bids are invited and will be received by the City of Raleigh at the Transportation Field Services Office until Tuesday, July 2, 2024 at 2:00 p.m. at which time a meeting at 3228 Spottswood Street, Raleigh, N.C., the sealed proposals will be publicly opened for construction consisting of furnishing and installing the following:

- Removal and replacement of asphalt pavement at 4 various locations consisting of approximately 1960.0 tons of Asphalt Surface Course and approximately 16,760.0 square yards of asphalt milling.
- Installation of approximately 7 each speedhumps
- Approximately 121,356 square yards of asphalt milling.
- Furnishing and placement of thermoplastic pavement markings.

Copies of the bid package may be obtained from the City of Raleigh beginning Tuesday, May 28, 2024 at 9:00 for no fee, provided conditions are met as outlined in the bid documents.

A Mandatory Pre-Bid Conference for all contractors, subcontractors, minority and woman owned businesses will be held on Tuesday, June 4, 2024 at 10:00 a.m. at 3228 Spottswood Street, Raleigh, NC 27615.

In review of the bid, vendors may have questions to clarify or interpret the bid to submit the best bid possible. To accommodate the bid questions, vendors shall submit any such questions by Monday, June 10, 2024 by end of business. The City will not entertain any further questions after the deadline. Send your questions via email to Daniel.Callahan@raleighnc.gov with the bid number in the subject line of your email. The City will answer all questions in addenda to the bid and post on the eVP website.

No bid will be considered or accepted unless at the time of its filing, the same shall be accompanied by a cash deposit, cashier's check, or certified check on a bank or trust company insured by the FDIC and authorized to do business in North Carolina in an amount equal to five percent (5%) of the proposal. In the alternative, a five percent (5%) bid bond issued by a corporate surety licensed by the State of North Carolina may be filed with the proposal. Bidders must be properly licensed under Chapter 87 of the General Statutes of North Carolina and must comply with nondiscrimination provisions. The City is an equal opportunity Municipality/Owner and invites small and minority contractors to bid. The City Council reserves the right to reject any or all proposals.

THE CITY OF RALEIGH

Mary-Ann Baldwin, MAYOR

Paul Kallam, DIRECTOR, DEPT OF TRANSPORTATION

BID PROPOSAL FORM

PROPOSAL FOR THE CONSTRUCTION OF PROJECT NO. 274-TM-7-24

Attention All Bidders:

The undersigned bidder has carefully examined the Form of Contract, the Form of Contract Bonds, the General Conditions, the Special Conditions, the Plans and Specifications, all of which are acknowledged to be a part of the bid, and the Proposal Form; and he has also carefully examined the site of the proposed work.

The undersigned bidder agrees to bind himself on award to him by the City Council of the City of Raleigh under this proposal, to execute within ten (10) days, in accordance with such award, a contract with necessary surety bonds, of which contract this proposal and the plans and specifications shall be a part, to provide all necessary machinery, tools, labor, and other means of construction, and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said project within the time limit specified below.

In addition to all other agreements and assurances, the undersigned bidder understands and hereby agrees as follows:

If this contract is awarded, the bidder must, upon completion of this contract, or at any other time requested, furnish to the City of Raleigh an accurate itemized statement of North Carolina Sales Tax paid on materials, supplies, equipment and any other items charged to this Contract, and otherwise fully comply with the "Procedure for Reporting North Carolina Sales Tax Expenditures", attached.

The bidder further agrees to begin work within 10-calendar days from date of the Notice to Proceed as issued by the City Project Manager.

The bidder represents and agrees to complete proposed work Within 90-calendar days of the Notice to Proceed being issued by the City Project Manager.

Submitted this _____ day of _____ 2024.

Name of bidder: _____

Address: _____

BIDDER'S CERTIFICATION

Acceptance of Terms

In submitting this Proposal, the undersigned agrees that this bid will remain in effect for a period of 60 days following the opening of the Bids, that the undersigned agrees to enter into a Contract with the Owner, if awarded, on the basis of this Proposal, and that the undersigned agrees to complete the work in accordance with the Contract Documents.

Non-Collusion in Bidding

The Bidder specifically agrees to abide by all applicable provisions of Article 3 of Chapter 133 of the North Carolina General Statutes. By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor,

Unless otherwise required by Law, the prices quoted in the Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor, and

No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a Bid for the purpose of restricting competition.

Type of Business

The undersigned hereby represents that it is a _____ (corporation, partnership, an individual or limited liability company). The undersigned further represents the company is authorized to do business in the State of North Carolina by the North Carolina Secretary of State.

Firm Name

Date

Authorized Signature

Parks Contract Pavement Repair
Name of Project

Title

Address of Firm

BID BOND

NORTH CAROLINA BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____ as PRINCIPAL, and _____ as SURETY, who is duly licensed to act as corporate surety in North Carolina, are held and firmly bound unto the City of Raleigh, North Carolina, a municipal corporation, as Obligee, in the penal sum _____ Dollars, as 5% Bid Bond, lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed, and dated this _____ day of _____, 2024. The condition of this obligation is such, that whereas, the said Principal is herewith submitting the attached proposal for the Annual Street Resurfacing Project and the Principal desires to file this bid bond in lieu of making the cash deposit as required by G.S. 143-129, as amended.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the Principal shall be awarded the Contract for which the bid is submitted and shall execute the Contract and give bonds for the faithful performance thereof, and the payment of all sums due for labor and materials, within ten days after the award of same to the Principal, then this obligation shall be null and void; but if the Principal fails to so execute such Contract and give bonds as required by G.S. 143-29, as amended, the Surety shall, upon demand, forthwith pay to the Obligee the amount set forth in the first paragraph hereof. Power of Attorney from the Surety to its Attorney-in-Fact is attached hereto.

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

Name of Principal

By: _____
Indicate Capacity

ATTEST:

By: _____
Indicate Capacity

(AFFIX CORPORATE SEAL IF APPLICABLE)

Name of Corporate Surety

By: _____
Attorney-in-Fact

(ATTACH POWER OF ATTORNEY)

INSTRUCTIONS TO CONTRACTORS

DO NOT REMOVE FROM CONTRACT

If awarded the bid, then please observe the following in executing the subsequent contract (a draft version of which is included):

1. The City may contract with various categories of legal entities; and the legal requirements for proper execution (signing, witnessing, etc.) differ as to each.
 - a. If the Contract is with an individual, that individual should sign the agreement exactly as his name is set out.
 - b. Execution on behalf of a corporation, authorized corporate officer must sign, with 2nd officer signing to attest (which is 2nd officer's verification of authority and signature authenticity), plus corporate seal affixed. The following are corporate officers allowed to sign for the corporation: president; vice-president; chairman; CEO; CFO; and Treasurer. The following officers are typically authorized to attest: secretary; vice president, trust officer; clerk to board; cashier (only for banks); and their assistants or deputies.
 - c. A sole corporate officer may sign, accompanied with a notary's acknowledgement, using the corporate acknowledgement form.
 - d. If the agreement is with a partnership (General Partnership or Limited Partnership), a general partner must sign, and his/her/its signature must be notarized.
 - e. If LLC, then "Manager" or "managing member" must sign with proper notary acknowledgement.
2. After signing the Contract, the appropriate acknowledgement, by either notary or in the corporate form or individual/partnership form should be completed.
3. The Performance and Payment Bonds should be attached to the Contract package. Bonds are required by law on construction and repair contracts subject to formal bidding requirements (N.C.G.S. § 143-129 et seq.-- \$300,000.00 for construction). They should be signed by the contractor, and his signature should be acknowledged with the appropriate acknowledgement form. Next, the bonds, in approved form, must be signed by the authorized agent of the Surety Company issuing the bonds, and an executed Power of Attorney document authorizing the agent to sign must accompany the bond documents. **Bonds should not be dated.** Bonds will be dated on or after the Contract date by the City. **(Performance and Payment Bonds are not to be included in your bid)**
4. Non-discrimination provisions should be included with the Contract, as should applicable Certificates of Insurance with proper and timely coverage indicated.
5. All modifications or deletions should be initialed or signed by representatives of both the Contractor and the City.

6. Three (3) original copies of the Contract are sent to the Contractor for execution. These three originals should be signed and returned to the City of Raleigh for final execution, after which one (1) copy will be returned to the Contractor. Alternatively, copies of the contract may be executed through the City's DocuSign process.
7. The minority business firm listing is to be completed and submitted as part of the Bid. Additional pages may be added as needed. All backup information related to solicitation of minority participation shall be copied and submitted with the Contract. **Affidavit A and B must be submitted with your bid. Affidavit C or D must be submitted depending on MWBE commitment percentage.**

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NORTH CAROLINA
WAKE COUNTY

CONTRACT FOR CONSTRUCTION/REPAIR

THIS CONTRACT (the "Contract") is entered into by and between _____, hereinafter referred to as the "Contractor", and the City of Raleigh, a North Carolina municipal corporation, hereinafter referred to as the "City" for the project entitled: _____.

And for the not to exceed total Contract Amount of: _____ (in written word and numerals), unless changed by a duly authorized amendment or change order.

WITNESSETH:

WHEREAS, the City desires to procure a contractor to perform services; and

WHEREAS, the City has completed necessary steps for retention of construction/repair services under State law and applicable City policies; and

WHEREAS, the City has agreed to engage the Contractor, and the Contractor has agreed to contract with the City, for performance of services as described, and according to the further terms and conditions, set forth herein.

NOW THEREFORE, in consideration of sums to be paid to the Contractor, and other good and valuable consideration, the Contractor and City do contract and agree as follows:

1. Description of Work

The Contractor, at its own proper cost and expense and with skill and diligence, shall furnish all labor, tools, materials and equipment and do all things necessary for the proper construction and completion ready for use of the following improvements:

-

In strict accordance with and as shown in the specifications, schedules, drawings and other documents set forth herein or incorporated by reference as follows:

-

The Contractor shall further perform in accordance with the directions (not inconsistent therewith) given from time to time during the construction by the project engineer or of such other official, employee, or other agent of the City as the City may designate.

2. General Obligations of the Contractor

The Contractor will accept the prices specified in this Contract in full compensation and satisfaction for the performance of this Contract and as consideration of this Contract. The Contractor shall be responsible for all loss and damages of every kind and nature which may arise out of or an account of the performance of the work required by this Contractor, and for all risks of every description connected with the said work; and the Contractor shall be responsible for well and faithfully completing the whole work according to all applicable plans and specifications and the terms and conditions of this Contract.

3. Time of Commencement and Completion

The entire work required by this Contract shall be completed by the Contractor not later than _____ days after the date of Notice-to-Proceed.

4. Workmanship and Quality of Services/Warranties

All work under this Contract shall be done and performed to the satisfaction of the project engineer of the City of Raleigh, or of such other official, employee, or agent of the City as may be designated by the City, and such official, employee or agent designated by the City shall in all cases of dispute determine the quantity, quality, acceptability and fitness of the work and materials and of several portions thereof which are to be paid for under this Contract and shall decide and determine all questions which may arise as to the measurements, lines, levels and dimensions of the work and all questions respecting the true construction, interpretation or meaning of the plans and specifications. In case of dispute between the Contractor and the said official, employee, or agent of the City, the decision and determination of the latter shall be taken and shall be final and conclusive.

- 4.1. The Contractor, in executing this Contract, warrants that it will be responsible for the maintenance or correction of any work completed under this Contract that may become defective due to faulty workmanship or materials for a period of one (1) year after final acceptance of the work performed.
- 4.2. It is understood and agreed by the parties hereto that work done under this Contract shall be subject to all ordinances of the City of Raleigh relating to work done in the public streets or other public property of the City. Particularly reference is made to the provisions of Part 11, Chapter 6 of the Raleigh City Code.

5. Compensation

In consideration of the performance of this Contract and the full completion of the work required of the Contractor by the terms and conditions of this Contract, the City agrees to pay to the Contractor the contract amount based on the following:

- 5.1. Partial payments will be made to the Contractor by the City NET thirty (30) days after presentation of a true and accurate payment application to the City as certified by the Project Engineer or agent of the City.
- 5.2. All invoices must include the following Purchase Order Number _____.
- 5.3. Final estimate of the amount due to the Contractor will be made within thirty (30) days after the certified completion and final acceptance of all the work required by the Contract less retainage per Section 6. Payment to the Contractor by the City of the amounts so determined to be due, in accordance with this Contract, shall relieve the City from all claims for work done and materials and equipment furnished under this Contract.
- 5.4. It is further mutually agreed between the parties that no estimate or partial payment made under this Contract shall be conclusive evidence of the performance of this Contract, either wholly or in part, and that no such payment shall be construed to be an acceptance of defective work or improper materials.

6. Retainage

This section will only apply if this public construction contract pertains to a project in which the total project costs are equal to or greater than one hundred thousand dollars (\$100,000.00).

To ensure proper performance of the Contract, the City may retain five percent (5%) of the amount of each approved partial or periodic payment application until the project work is fifty percent (50%) complete, provided that the Contractor continues to perform satisfactorily and any non-conforming work identified in writing prior to that date has been corrected by the Contractor and accepted by the construction manager.

If the City determines the Contractor's performance is unsatisfactory, the City may reinstate retainage in the amount of five percent (5%) for each subsequent partial or periodic payment application until the Contractor's performance becomes satisfactory. The project shall be deemed fifty percent (50%) complete when the contractor's gross project invoices, excluding the value of materials stored off-site, equal or exceed fifty percent (50%) of the value of the contract, except the value of materials stored on-site shall not exceed twenty percent (20%) of the contractor's gross project invoices for the purpose of determining whether the project is fifty percent (50%) complete. Following fifty percent (50%) completion of the project, the City may also withhold additional retainage from any subsequent periodic payment, not to exceed five percent (5%), in order to allow the City to retain two and one-half percent (2 ½%) total retainage through the completion of the project.

Within sixty (60) days after the submission of a pay request, the City with written consent of the surety shall release to the Contractor all retainage on payments held by the City if (1) the City receives a certificate of substantial completion from the architect, engineer, or designer in charge of the project; or (2) the City receives beneficial occupancy or use of the project. However, the City may retain sufficient funds to secure completion of the project or corrections on any work. If the City retains funds, the amount retained shall not exceed two and one-half (2 ½) times the estimated value of the work to be completed or corrected. Any reduction in the amount of the retainage on payments shall be with the consent of the contractor's surety.

Retainer provisions contained in Contractor's subcontracts may not exceed the terms and conditions for retainage provided herein. Contractors are further required to satisfy the retainage provisions of N.C.G.S. 143-134.1(b2) with regard to subcontracts for early finishing trades (structural steel, piling, caisson, and demolition) and to coordinate the release of retainage for such trades from the retainage held by the City from the Contractor pursuant to statute. Nothing shall prevent the City from withholding payment to the Contractor in addition to the amounts identified herein for unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against the City or reasonable evidence that a third-party claim will be filed.

7. Notices

Except as otherwise expressly provided in this Contract, all notices, requests for payment, or other communications arising hereunder shall be sent to the following:

City of Raleigh

Attn:

Title:

Address 1: P.O. Box 590

Address 2: Raleigh, NC 27602

Telephone:

E-mail:

Contractor

Attn:

Title:

Address 1:

Address 2:

Telephone:

E-mail:

8. Non-Discrimination

- 8.1. To the extent permitted by North Carolina law, the Parties for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Contract or its performance.
- 8.2. The Parties agree to conform with the provisions and intent of Raleigh City Code §4-1004 in all matters related to this Contract. This provision is incorporated into the Contract for the benefit of the City of Raleigh and its residents and may be enforced by an action for specific performance, injunctive relief, or any other remedy available at law or equity. This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the Contract.

9. Minority and Women Owned Business Enterprise

The City of Raleigh prohibits discrimination in any manner against any person based on actual or perceived age, race, color, creed, national origin, sex, mental or physical disability, sexual orientation, gender identity or expression, familial or marital status, religion, economic status, or veteran status. The City maintains an affirmative policy of fostering, promoting, and conducting business with women and minority owned business enterprises.

To further this policy, the City has an aspirational goal of 15% participation by certified minority and women-owned businesses in City construction and repair contracts for building projects with a cost of \$300,000 or more or building projects with a cost of \$100,000 or more with state funding.

10. Assignment

This Contract may not be assigned without the express written consent of the City.

11. Applicable Law

All matters relating to this Contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

12. Insurance

Contractor agrees to purchase at its own expense insurance coverages to satisfy the following minimum requirements. A certificate reflecting the following minimum coverages shall accompany this Contract:

12.1. Workers' Compensation Insurance:

Limits:

Workers Compensation:	Statutory for the State of North Carolina
Employers Liability:	Bodily Injury by Accident \$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

12.2. Commercial General Liability:

Limits:

Each Occurrence:	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate Limit	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000

The aggregate limit must apply per project. The form of coverage must be the ISO CG 00 01 policy as approved by the State of North Carolina Department of Insurance. If a form of coverage other than the CG 00 01 is used it must be approved by the City's risk manager. Any endorsed exclusions or limitations from the standard policy must be clearly stated in writing and attached to the Certificate of Insurance. Completed Operations coverage must be maintained for the period of the applicable statute of limitations.

12.3. Commercial Automobile Liability:

Limits:

\$1,000,000 combined single limit.

12.4. Additional Insured:

Contractor agrees to endorse the City as an Additional insured on the Commercial General Liability, Auto Liability and Umbrella Liability if being used to meet the minimum liability limits for General Liability and Automobile Liability.

The Additional Insured shall read 'City of Raleigh is named additional insured as their interest may appear'.

The Certificate Holder address should read:

City of Raleigh
Post Office Box 590
Raleigh, NC 27602-0590

12.5. Builders Risk Coverage:

Limits:

Minimum limit in the amount of total bid price. The Builder Risk policy must be endorsed to increase the limit of insurance for all change orders.

12.6. Policy Form:

Builder Risk coverage must be on a direct physical loss basis and contain no exclusion for theft, collapse or damage to foundations or underground structures, pipes or conduits.

12.7. Named Insured:

The Named Insured shall be The City of Raleigh, the Contractor, and all sub-contractors with a contractual assumption of responsibility for damage to the project.

All insurance companies must be admitted to do business in North Carolina and be acceptable to the City's risk manager. If the insurance company(s) is a permitted surplus lines insurer, the insurance company name, and NAIC number must be submitted to the City's risk manager for approval before

commencing work. Contractor shall be required to provide the City no less than thirty (30) days' notice of cancellation, or any material change, to any insurance coverage required by this Contract.

A Certificate of Insurance (COI) must be issued by an authorized representative of the insurance carrier(s). Certificates of Insurance must have the insurance company name and NAIC number clearly identified. The acceptance of or the review of Certificates of Insurance by the City does not relieve Contractor of any requirements in the Contract to provide specific insurance coverage required by the Contract, nor does the acceptance of or review of Certificates of Insurance covenant all insurance requirements have been met.

13. Surety Bonds

If Surety Bonds are required by the City for this project, the Contractor shall have furnished and attached hereto a performance bond and a payment bond each in the penal sum of the full Contract amount covering the faithful performance of the Contract and the payment of all obligations arising hereunder, in such form and content as the City may prescribe and with surety approved by the City. Should any surety upon the bond for the performance of this Contract become unacceptable to the City, the Contractor must promptly furnish additional security as may be required from time to time by the City to protect the interests of the City and of persons, firms and corporations supplying labor or materials in the performance of the work contemplated by the Contract.

14. Indemnity

14.1. To the fullest extent allowed by law, Contractor shall indemnify, defend, and hold harmless the City, its officers, officials, employees, agents, or indemnities (collectively called "Indemnified Parties") from and against those Losses, liabilities, damages, and costs proximately caused by, arising out of, or resulting from the sole negligence of the Contractor, the Contractor's agents, or the Contractor's employees.

14.2. In matters other than those covered by subsection 14.1. above, and to the fullest extent allowed by law, Contractor shall indemnify, defend, and hold harmless the Indemnified Parties from and against those Losses, liabilities, damages, and costs caused by, arising out of, resulting from, or in connection with the execution of the work provided for in this Agreement when the Fault of the Contractor or its Derivative Parties is a proximate cause of the Loss, liability, damage, or expense indemnified.

14.3. Costs and expenses shall include attorneys' fees, litigation or arbitration expenses, or court costs actually incurred by the Indemnified Parties to defend against third-party claims alleged in any court, tribunal, or alternative dispute resolution procedure required of any of the Indemnified Parties by law or by contract, only if the Fault of the Contractor or its Derivative Parties is a proximate cause of the attorney's fees, litigation or arbitration expenses, or court costs to be indemnified.

14.4. The Contractor's duty to indemnify, defend, and hold harmless described hereinabove shall survive the termination or expiration of this Contract.

14.5. Definitions:

14.5.1. For the purposes of this Section 14, the term "Fault" shall mean any breach of contract; negligent, reckless, or intentional act or omission constituting a tort under

applicable statutes or common law; or violation of applicable statutes or regulations.

14.5.2. For the purposes of this Section 14, the term “Loss” or “Losses” shall include, but not be limited to, fines, penalties, and/or judgments issued or levied by any local, state, or federal governmental entity.

14.5.3. For the purposes of this Section 14, the term “Derivative Parties” shall mean any of the Contractor’s subcontractors, agents, employees, or other persons or entities for which the Contractor may be liable or responsible as a result of any statutory, tort, or contractual duty.

15. Communications

If communications to the public and/or City employees are required as part of the Contractor’s scope of work under this Contract, then the Contractor shall work with the City in the development of a communications plan (“Communications Plan”) that must first be approved by the City in writing before any such communications are delivered to the public and/or City employees.

For purposes of this Section 15, such written approval by the City shall be provided by electronic mail by the applicable City Communications Department employee who is responsible for reviewing and approving the Communications Plan, such electronic mail to be sent to the electronic mail address listed in Section 7, above, as part of the contact information for the Contractor representative identified in Section 7, above.

Among other things, the Communications Plan must establish whether the City or the Contractor will be responsible for sending any such communications to the public and/or City employees as required either by this Contract or the Communications Plan. The Communications Plan also shall include, but not be limited to, communications objectives, target audience, and deliverables (print, video, website, social, direct, or digital). The Contractor shall comply with the Communications Plan when communicating to the public and/or City employees pursuant to this Contract and the Communications Plan. All such communications shall comply with the City’s brand and communications guidelines, as the same may be amended or modified from time to time.

The City’s current brand and communications guidelines are incorporated into this Contract by reference and can be found on the City’s website here: <https://raleighnc.gov/doing-business/city-brand-guidance-vendors>.

For purposes of this Section 15, “Communications” is defined as any public or City employee facing information presented in channels such as, but not limited to, a website, mobile applications, social media, printed materials, vehicles, billboards, and videos.

15.1. Communications Plan Approval:

Any materials, messaging or outreach from the Contractor related to marketing and communications of any service or effort under this Contract must first be reviewed and approved by the City’s Communications Department. This is to ensure that the Communications Plan: (i) complies with the City’s brand and communication guidelines; (ii) integrates with the City’s other communications channels and digital strategy; (iii) meets

accessibility guidelines; and (iv) conforms to communications best practices with respect to general user experience.

15.2. Accessibility Requirements:

For web content that the Contractor is to make accessible to the public and/or City employees as part of an approved Communications Plan that is included in the Contractor's scope of work under this Contract, all web materials including, but not limited to, tools, mobile applications, and websites, generated by, or on behalf of, the Contractor must meet at least the mid-range conformance level, AA compliance of the current Web Content Accessibility Guidelines, as the same may be amended from time to time.

Any such web content generated by, or on behalf of the Contractor, as part of a Communications Plan associated with this Contract shall meet all standards of good cognitive web accessibility, which include the following:

15.2.1. Using proper headings and lists

15.2.2. Using unique links

15.2.3. Using alternative text and captions

15.2.4. Using more white space

15.2.5. Dividing content into more manageable pieces

15.2.6. Making forms manageable by breaking them into multiple, sequential steps

15.2.7. Providing a logical reading order

15.2.8. Being consistent with fonts, colors and locations of page elements

15.2.9. Offering keyboard access

15.2.10. Offering content in multiple formats

15.2.11. Understanding minimum contrast

15.3. Languages:

Digital sites/ tools that are for public use/consumption, including for use by City employees, under a Communications Plan associated with this Contract must have translation module (e.g., G-translate, Weglot) so that the service is available in all languages. At minimum, Spanish translation is required on all such digital sites/tools based on low English proficiency requirements:

15.3.1. In most cases, entities that are recipients of federal financial assistance through U.S. Department of Health and Human Services (HHS) must provide language assistance services in order to comply with their legal obligation to take reasonable steps to ensure meaningful access to their programs by persons with Limited English Proficiency (LEP).

15.4. Content:

For any communications content that the Contractor is required to generate, or have generated, as part of its scope of work under this Contract, the Contractor shall send such content to City Communications Department staff in raw, high-resolution format for inclusion in communications materials to be made accessible to the public and/or City employees as set forth in the Communications Plan that arises from this Contract (i.e., websites, mobile applications, printed materials collateral, and social media). PDF attachments shall be used only as a last resort and only after written approval by the City, with such written approval to be provided by the City in electronic mail format as described elsewhere in this Section 15.

15.4.1. Contractor shall only provide to the City communications materials for which the City has rights to use, with written documentation of such use rights being provided to the City as requested from time to time by the City in its sole discretion.

15.4.2. All working files agreed upon for the specific Communications Plan shall be provided to the City Communications Department, i.e., text, graphics, charts and data, infographics, and original native files such as Illustrator, Excel, ArcGIS, etc. Following are the file format specifications:

15.4.2.1. Images: At least 300dpi for printing at actual size; 96dpi and at least 1920x1080px for digital/Web.

15.4.2.2. Video: Any video should be no less than Standard HD (1920x1080) but preferable 4k.

15.4.2.3. Text: Word document using accessibility best practices (heading structure, table of contents, and tables).

16. Advertising

The Contractor shall not use the existence of this Contract, or the name of the City, as part of any advertising without prior written approval of the City.

17. Acknowledgement of City Brand and Tree Logo Ownership and Restrictions

The City of Raleigh has developed proprietary branding (the “City Brand”) centered around the Raleigh tree mark logo (the “Tree Logo”). The City’s exclusive rights and ownership in and to the Tree Logo are protected under trademark and copyright, including U.S. Copyright Reg. No. VAu1-322-896, N.C. State Trademark Registration Reg. No. T-23070 and Federal Trademark Registration Reg. No. 5,629,347, as well as under other federal and state laws.

Contractor acknowledges and understands that the City is not conferring any license to Contractor under this Agreement to use or depict the Tree Logo or other aspects of the City Brand. Contractor shall not make any use or depiction of the Tree Logo or other aspects of the City Brand without the prior express written approval of the City. In this regard, should any materials being produced by Contractor for the City under this Agreement contemplate use or depiction of the Tree Logo, including, but not limited to, printed materials, digital media, signage and/or display materials, Contractor shall proceed under the auspices and direction of the City’s Communications Department and shall comply with all guidelines and restrictions governing use or depiction of the Tree Logo.

18. Force Majeure

Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Contract must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

19. Termination

If the Contractor fails to perform the work described herein by the time allowances provided in Section 3 or fails to provide adequate staff and resources required to properly execute said work in a workmanlike and safe manner, the City can declare the Contractor in Default. If the Contractor fails to complete the work in the provided project duration as stated in Section 3 of this Contract, or fails to meet periodic schedules describing work sequence, or fails to comply with all appropriate local, federal, or state laws, rules and regulations, then the City may, without prejudice to any other right or remedy and after giving the Contractor and its surety a maximum of seven (7) days from delivery of a written notice, declare the Contract in default, take possession of the project and of all equipment, tools, materials thereon owned by the Contractor and call upon the surety or appropriate legal recourse to finish the work by whatever method deemed expedient.

20. Laws/Safety Standards

- 20.1. The Contractor shall comply with all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
- 20.2. All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Electrical Engineers for pressure vessels; the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the Contractor shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
- 20.3. Contractor must comply with *North Carolina Occupational Safety and Health Standards for General Industry 13 NCAC 07F (29CFR 1910)*. In addition, Contractor shall comply with all applicable occupational health and safety and environmental rules and regulations.
- 20.4. Contractor shall effectively manage its safety and health responsibilities including:
 - 20.4.1. Accident Prevention:

Prevent injuries and illnesses to its employees and others on or near the job site. Contractor managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.

20.4.2. Environmental Protection:

Protect the environment on, near, and around the work site by compliance with all applicable environmental regulations.

20.4.3. Employee Education and Training:

Provide education and training to all contractors employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

21. Applicability of North Carolina Public Records Law

Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to the City by the Contractor are subject to the public records laws of the State of North Carolina and it is the responsibility of the Contractor to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. Contractor understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of this Contract conflict with this section, the provisions of this section shall control.

22. Miscellaneous

22.1. The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by the City for use in connection with the performance of this Contract and will reimburse the City for the replacement value of its loss or damage. The Contractor shall keep the job sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the City. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the job sites, and completely prepare the project and site for use by the City.

22.2. The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the City.

22.3. This Contract may be amended only by written agreement of the parties executed by their authorized representatives.

23. Right of Audit and Examination of Records

23.1. The City may conduct an audit of any services performed and fees paid subject to this Contract. The City, or its designee, may perform such an audit throughout the contract period and for three (3) years after termination thereof or longer if otherwise required by law.

- 23.2. The Contractor and its agents shall maintain all books, documents, papers, accounting records, contract records and such other evidence as may be appropriate to substantiate costs incurred under this Contract. The City, or its designee, shall have the right to, including but not limited to: review and copy records; interview current and former employees; conduct such other investigation to verify compliance with Contract terms; and conduct such other investigation to substantiate costs incurred by this Contract.
- 23.3. "Records" shall be defined as data of every kind and character, including but not limited to books, documents, papers, accounting records, contract documents, information, and materials that, in the City's sole discretion, relate to matters, rights, duties or obligations of this Contract.
- 23.4. Records and employees shall be available during normal business hours upon advanced written notice. Electronic mail shall constitute written notice for purposes of this section.
- 23.5. Contractor shall provide the City or its designee reasonable access to facilities and adequate and appropriate workspace for the conduct of audits.
- 23.6. The rights established under this section shall survive the termination of the Contract, and shall not be deleted, circumvented, limited, confined, or restricted by contract or any other section, clause, addendum, attachment, or the subsequent amendment of this Contract.
- 23.7. The Contractor shall reimburse the City for any overcharges identified by the audit within ninety (90) days of written notice of the City's findings.
- 23.8. If an audit discloses overpricing or overcharges by the Contractor or Subcontractor in excess of one percent (1%) of the total contract billings, the Contractor shall reimburse the City for the cost of the audit.
- 23.9. Contractor shall ensure that all contracts with any subcontractors provide the City with an equivalent right to audit as contained herein.
- 23.10. Contractor shall, upon request, provide any records associated with this engagement to the North Carolina State Auditor that are necessary to comply with the provisions of G.S. § 147-64.7.

24. Incorporation of Documents/Complete Agreement

This Contract, and any documents incorporated below, represent the entire Contract between the parties and suspend all prior oral or written statements, agreements or Contracts.

Specifically incorporated into this Contract are the following attachments, or if not physically attached, are incorporated fully herein by reference:

- Bid Advertisement/City-issued bid document
- Contractor's Bid-response document
- Procedure for N.C. Sales Tax Reporting
- Performance Bond (w/Power-of-Attorney)
- Payment Bond (w/Power-of-Attorney)
- Certificate of Insurance

- General Conditions
- Special or Supplemental Conditions
- Job Specifications
- SDMWOB Affidavits/documentation
- Other (Describe) _____

In case of conflict between this Contract and any of the incorporated attachments or references listed above, the terms of this Contract shall prevail.

25. E – Verify

Contractor shall comply with *E-Verify*, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 *et seq.* In addition, to the best of Contractor’s knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 *et seq.* In cases of conflict between this Contract and any of the above incorporated attachments or references, the terms of this Contract shall prevail.

26. Iran Divestment Act Certification

Contractor certifies that, as of the date listed below, it is not on the final divestment list as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Contractor shall not utilize in the performance of the Contract any subcontractor that is identified on the final divestment list.

27. Companies Boycotting Israel Divestment Act Certification

Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

The remainder of this page is left blank intentionally.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by digital signature, under seal, on the respective dates below, and this Contract shall be effective upon the date of the City's signature.

CONTRACTOR:

CITY:

CITY OF RALEIGH
a North Carolina municipal corporation

By:

By:

_____(SEAL)
Signature

Signature

Name

Name

Title

Choose an item.

Title

Choose an item.

Department

Date of Signature

Date of Signature

ATTEST:

ATTEST:

Signature

_____(SEAL)
City Clerk (or designee)

Name

Title

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

Chief Financial Officer (or designee)

City of Raleigh Contract ID Number xxxxxxxxxxxx

PERFORMANCE BOND

NOW ALL MEN BY THESE PRESENTS, that we, _____ the PRINCIPAL, hereinafter called Principal, and _____ as SURETY, hereinafter called Surety, and the above named, are held and firmly bound unto the City of Raleigh, hereinafter called the City, in the penal sum of \$ _____ DOLLARS (\$ _____) the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain Contract with the City, numbered as shown above and hereto attached;

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

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

Signed and sealed this _____ day of _____, 2024. *(To be dated by the City)*

(ATTACHED POWER OF ATTORNEY, IF APPLICABLE)

Name of Principal

By: _____
Indicate Capacity

ATTEST:

By: _____
Indicate Capacity

(AFFIX CORPORATE SEAL IF APPLICABLE)

Name of Corporate Surety

STATE OF
COUNTY OF

Personally appeared before me the undersigned Notary Public, _____, who, being first duly sworn, acknowledged the due execution of the foregoing instrument for the purpose therein stated.

Witness my hand and notarial seal this the _____ day of _____, 2024.

Notary Public: _____

My Commission Expires: _____

(SEAL)

CORPORATE ACKNOWLEDGMENT

STATE OF
COUNTY OF

This is to certify that on the _____ day of _____, 20_, before me personally came _____, with whom I am personally acquainted, who, being by me duly sworn, says that (s)he is the President and _____ is the Secretary of _____, Incorporated, the corporation described in and which executed the foregoing instrument; that (s)he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said Secretary and the said corporate seal was affixed, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of said corporation.

Witness my hand and official seal this _____ day of _____, 20_.

Notary Public _____

My Commission Expires: _____ (SEAL)

STATE OF
COUNTY OF

I, _____, a Notary Public duly commissioned and qualified to act in _____ County, State of _____ do hereby certify that _____, AttorneyinFact for _____, a corporation, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and attached Bond, duly sworn, says that he executed the foregoing and attached Bond, dated _____, _____, for and in behalf of _____, as Surety and that his authority to execute and acknowledge said Bond is contained in an instrument duly executed, acknowledged, and recorded in the Office of Register of Deeds of _____ County, State of _____, on the _____ day of _____, _____, being recorded in Book Number _____, Page _____, of said Registry, and that the foregoing and attached Bond was executed under and by virtue of the authority given by said instrument granting him, the said _____, power of attorney; and that the said _____, AttorneyinFact, acknowledged the due execution of the foregoing and annexed Bond for the purpose therein expressed for and in behalf of said _____.

Witness my hand and notarial seal, this _____ day of _____, 20_.

Notary Public _____

My Commission Expires: _____ (SEAL)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____
_____ the PRINCIPAL, hereinafter called Principal, and
_____ as SURETY, hereinafter called
Surety, and the above named, are held and firmly bound unto the City of Raleigh, hereinafter called the City,
in the penal sum of _____ DOLLARS (\$
_____) the amount stated above,
for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain
Contract with the City as referenced above and hereto attached;

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

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

Signed and sealed this _____ day of _____, 20___. **(To be dated by the City)**

(ATTACH POWER OF ATTORNEY, IF APPLICABLE)

ATTEST:

Name of Principal

(IF APPLICABLE)

By: _____
Indicate Capacity

ATTEST:

By: _____
(Indicate Capacity)

(AFFIX CORPORATE SEAL IF APPLICABLE)

Name of Corporate Surety

STATE OF
COUNTY OF

Personally appeared before me the undersigned Notary Public, ____, who, being first duly sworn, acknowledged the
due execution of the foregoing instrument for the purpose therein stated.

Witness my hand and notarial seal this the _____ day of _____, 20__.

Notary Public: _____
My Commission Expires: _____

(SEAL)

CORPORATE ACKNOWLEDGMENT

STATE OF
COUNTY OF

This is to certify that on the _____ day of _____, 20_, before me personally came _____, with whom I am personally acquainted, who, being by me duly sworn, says that (s)he is the President and _____ is the Secretary of _____, Incorporated, the corporation described in and which executed the foregoing instrument; that (s)he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said Secretary and the said corporate seal was affixed, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of said corporation.

Witness my hand and official seal this _____ day of _____, 20_.

Notary Public _____
My Commission Expires: _____

(SEAL)

STATE OF
COUNTY OF

I, _____, a Notary Public duly commissioned and qualified to act in _____ County, State of _____, do hereby certify that _____, AttorneyinFact for _____, a corporation, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and attached Bond, dated _____, _____, for and in behalf of _____, as Surety and that his authority to execute and acknowledge said Bond is contained in an instrument duly executed, acknowledged, and recorded in the Office of Register of Deeds of _____ County, State of _____, on the _____ day of _____, _____, being recorded in Book Number _____, Page _____, of said Registry, and that the foregoing and attached Bond was executed under and by virtue of the authority given by said instrument granting him, the said _____, power of attorney; and that the said _____, AttorneyinFact, acknowledged the due execution of the foregoing and annexed Bond for the purpose therein expressed for and in behalf of said _____.

Witness my hand and notarial seal, this _____ day of _____, 20_.

Notary Public _____
My Commission Expires: _____

(SEAL)

PROCEDURE FOR REPORTING NC SALES TAX EXPENDITURES ON CITY OF RALEIGH CONTRACTS

1. The following procedure in handling the North Carolina Sales Tax is applicable to this project. Contractors shall comply fully with the requirements outlined hereinafter, in order that the owner may recover the amount of the tax permitted under the law.
2. It shall be the general contractor's responsibility to furnish the owner documentary evidence showing the materials used and sales tax paid by the general contractor and each of his subcontractors. Any county sales tax included in the Contractor's statements must be shown separately from the state sales tax. If more than one county is shown, each county shall be listed separately.
3. The documentary evidence shall consist of a certified statement, by the general contractor and each of his subcontractors individually, showing total purchases of materials from each separate vendor and total sales taxes by each county paid each vendor. The certified statement must show the invoice number(s) covered and inclusive dates of such invoices. State sales tax shall be listed separately from county sales tax. If more than one county is shown, each county shall be listed separately.
4. Materials used from general contractor's or subcontractor's warehouse stock shall be shown in a certified statement at warehouse stock prices.
5. The general contractor shall not be required to certify the subcontractor's statements.
6. The documentary evidence to be furnished to owners eligible for sales or use tax refunds covers sales and/or use taxes paid on building materials used by contractors and subcontractors in the performance of Contracts with churches, orphanages, hospitals not operated for profit, educational institutions not operated for profit, and other charitable or religious institutions or organizations not operated for profit and incorporated cities, towns, and counties in this State. The documentary evidence is to be submitted to the abovenamed institutions, organizations, and governmental units to be included in claims for refunds to be prepared and submitted by them to obtain refunds provided by G.S. 105164.14 and is to include the purchases of building materials, supplies, fixtures, and equipment which become a part of or annexed to buildings or structures being erected, altered, or repaired under Contracts with such institutions, organizations or governmental units.
7. The Contractor or contractors to whom an award is made on this project will be required to follow the procedure outlined above.
8. The Contractor is advised that all requests for payment, partial or final, for work completed under this Contract must include a sales tax report submitted in accordance with the procedures outlined above.

FINAL PAYMENT AFFIDAVIT

(REQUIRED AT TIME OF FINAL PAYMENT)

274-TM-7-24

PARKS CONTRACT PAVEMENT REPAIR PROJECT

City of Raleigh Project No. 274-TM-7-24 State of North Carolina County of Wake

In the State of North Carolina, County of _____, being duly sworn, deposes and says that they are _____ of _____ and that they have full and official knowledge of all and every debt and obligation for labor and materials which have entered into and become a part of the public facilities constructed under City of Raleigh Project Number 274-TM-7-24; and, acting in their official capacity, and for the specific purpose of obtaining the funds due on this final estimate, they further depose and say that all debts or obligations for such labor and materials have been fully and completely paid and discharged in good and lawful money of the United States of America or by evidence of exchange or trade acceptances endorsed and guaranteed by a solvent National or State bank, and that there are no suits for damages against the Contractor, pending, prospective or otherwise, in consequence of their operations on the said project except as follows:

In witness whereof, they have set their hand and seal,

I, _____, a notary public of the County and State aforesaid, hereby certify that _____ personally known to me to be the affiant in the foregoing affidavit, personally appeared before me this day and having been by me duly sworn, deposes and says that the facts set forth in the above affidavit are true and correct.

Witness my hand and official seal this the ___ day of ___, 2024.

Notary Public: _____

My Commission Expires: _____

(SEAL)

SCHEDULE OF PRICES ASPHALT PAVEMENT & REPAIR PROJECT

274-TM-7-24 PROJECT TOTALS

<u>Item No</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Bid Price</u>	<u>Bid Amount</u>
1	Mobilization	1	LS		
2	Asphalt Concrete Surface Course, Type S9.5B	2075	TON		
3	Pavement Patching	126	TON		
4	Milling Asphalt Pavement (0-2")	17200	SY		
5	Thermoplastic Pavement Marking lines, 4"	6705	LF		
6	Thermoplastic Pavement Marking Symbols	11	EA		
7	Install Speed Hump	7	EA		
8	Shallow Undercut	10	CY		
9	Class IV Stone for Stabilization	50	TON		
10	Fabric for Soil Stabilization	100	SY		
11	Geogrid for Soil Stabilization	100	SY		
	Total Bid Amount				

ELECTRONIC SCHEDULE OF PRICES

In submitting this proposal, the undersigned acknowledges the receipt of the electronic schedule of prices list for the City of Raleigh Department of Transportation Project No. 274-TM-7-24 Parks Contract Pavement Repair Project, including any associated Addenda, from the City of Raleigh, in Microsoft Excel read-only format for use in preparing the printed schedule of prices submitted with the enclosed bid document. No electronic format information will be accepted as a part of the final bid document submittal.

Further, the undersigned agrees that if any discrepancies are found between the aforementioned electronic schedule of prices list and the printed schedule of prices list submitted for bid, the City may, in its sole discretion, determine the bid to be non-conforming and therefore reject the same. By acknowledging this disclaimer, the undersigned relinquishes any rights regarding disputes arising from the use of said electronic schedule of prices list in preparing the enclosed bid.

Contractor: _____ Address: _____

Authorized Agent: _____ Title: _____

Signature: _____ Date: _____

Witness: _____ Title: _____

Signature: _____ Date: _____

Federal ID #: _____ Contractor's Lic. #: _____

GENERAL CONDITIONS

1. Definitions:

- A. The Contract documents shall consist of the Contract, the accepted Bid, the General Conditions of the Contract, and the attached appendix, including all modifications thereof incorporated in the documents before their execution.
- B. Whenever the term "Contractor" is used, it shall be understood as referring to the General Contractor, subcontractor, and all other contractors or their duly authorized agent to whom the work here described is awarded by Contract.
- C. Whenever the term "Replace" or "Replacing" is used, it shall be understood to mean all work associated with the Contract, including but not limited to utility adjustments, milling, patching, and asphalt overlay.
- D. Whenever the term "Transportation Director" is mentioned, it is understood to mean the Transportation Director of Raleigh, North Carolina, his assistant or duly authorized agent. The Transportation Director or his authorized agent shall make all necessary explanations as to the meaning and intent of the Specifications, Plans, Special Provisions, or Contract and may correct any errors or omissions in same which is necessary for the proper fulfillment of its intentions. The term "Transportation Director" or his authorized agent shall be synonymous or equivalent with the term "Engineer" and shall have full authority over the work as specified in Section 105-1 of the "North Carolina Department of Transportation Standard Specifications for Roads and Structures", latest edition.
- E. Whenever the term "City" is used, it is to mean the City of Raleigh, North Carolina.
- F. The term "Work" of the Contractor or subcontractor includes labor or materials, or both, equipment, transportation, or other facilities necessary to complete the Contract.
- G. The "North Carolina Department of Transportation Standard Specifications for Roads and Structures", latest edition shall be considered a part of these specifications and shall be enforceable in toto.
- H. The "North Carolina Department of Transportation Policies Procedures", for 2002 accommodating utilities on highway right-of-way shall be considered a part of these specifications in instances to which they are referred.

2. Bidders Disqualification:

- A. That the City Manager may disqualify bidders from participation in bidding and award of Contracts for city construction projects based on the following conditions existing simultaneously:
 - i. The dollar value of the work completed is less than the dollar value of the work which should have been completed on the basis of the contractor's approved progress schedule by more than twenty percent of the current Contract amount.

The dollar amount of the work completed will be the total estimate to date shown in the latest partial pay estimate. The current Contract amount will be the Contract estimate plus accumulated overruns and less accumulated underruns shown in the latest partial pay estimate.

- B. The percentage of the work completed is less than the percentage of Contract time elapsed on the work by more than twenty percent. The percentage of work completed will be the dollar value of the work complete as defined above divided by the current Contract amount as defined above. The percentage of Contract time elapsed will be the number of calendar days elapsed as shown in the latest partial pay estimate divided by the total Contract time in calendar days.
 - i. The City Manager shall not include any late days which are caused by the City in any of his calculations directed at determining bid status.
- C. Any contractor who wishes to contest the decision of the City Manager declaring ineligibility may appeal to the City Council by delivering a notice of appeal to the City Clerk no later than ten days after receipt of the City Manager's decision. The notice of appeal shall clearly set out the reasons why the Contractor believes that the terms of this Resolution have been inappropriately applied or the equitable arguments for not applying this Resolution's terms. When considering an appeal the City Council shall consider, among other things, the report of the City Manager, the notice of appeal, and the Contractor's current status on any other current City Contracts and its performance on any other Contracts to which the Contractor and the City have been parties to within the two calendar years immediately preceding the filing of the notice of appeal.
- D. Bidders so disqualified shall remain disqualified for any period in which they are still in conflict with the schedule provisions of this article.

3. **Intent of Documents:**

The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. It is not intended, however, that materials or work not covered by or properly inferable from any heading, branch, class or trade of the Specifications shall be supplied unless distinctly so noted on the drawings. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

4. **Detail Drawings and Instructions:**

The instructions and appendix have been provided with the solicitation on the North Carolina State eVP system. If you need assistance contact Dan Callahan @ 919-996-2182.

5. **Progress Schedule:**

The Contractor shall prepare and submit for review and approval a schedule of proposed working progress. This schedule shall be submitted on forms supplied by the Engineer or in a format that is approved by the Engineer. A detailed Critical Path Method (CPM) schedule shall not be submitted to replace the progress schedule details required below.

The proposed progress schedule shall be submitted no later than 7 calendar days before the date of the project preconstruction conference and shall be approved before any payments will be processed for the project.

When the Engineer has extended the completion date or if the project overrun is anticipated to exceed 5%, the Contractor may submit a revised progress schedule to the Engineer for review and approval. If plan revisions are anticipated to change the sequence of operations in such a manner as will affect the progress but not the completion date, then the Contractor may submit a revised progress schedule for review and approval, but the completion date shall remain unchanged.

The proposed progress schedule shall contain the following items:

- A. A time scale diagram with major work activities and milestones clearly labeled
 - i. For purposes of composing the progress schedule, major work activities are defined as components comprising more than 5% of the total project cost or occupying more than 10% of total contract time and shall include, if applicable, the following
 - a. Asphalt Patching
 - b. Utility Adjustments
 - c. Sidewalk Items
 - d. Other Incidental Concrete
 - e. Milling Asphalt Pavement
 - f. Asphalt Resurfacing
 - g. Pavement Markings
 - ii. For purposes of composing the progress schedule, major milestones are derived from the project construction phasing and shall include, if applicable, the following:
 - a. Start of Work (May change based on NTP)
 - b. Project ICTs
 - c. Map Completion Dates
 - d. Project Completion Date
 - iii. A cash curve corresponding to the milestones of work and activities established in Part 1 above.
 - iv. A written narrative that explains the sequence of work, the controlling operations, ICT completion dates, milestones, project phasing, anticipated work schedule and estimated resources. In addition, explain how any permit requirements, submittal tracking, and

coordination with subcontractors, utility companies and other entities will be performed.

6. **Contractor's Understanding:**

It is understood and agreed that the Contractor has, by careful examination satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of the Contract shall affect or modify any terms or obligations herein contained.

7. **Superintendence by Contractor:**

Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the City of Raleigh on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and prosecution of the work.

In the event that subcontractors are used to supplement the prime contractor's forces, the prime contractor shall superintend the subcontractor and shall have his staff present at all work sites involving the subcontractor's forces.

8. **Materials, Appliances, Employees:**

Unless otherwise specified, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

9. **Technical Specifications and Drawings:**

Anything mentioned in the Technical Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Technical Specifications shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the City of Raleigh without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

10. **Royalties and Patents:**

The Contractor shall pay all royalties and patent fees. He shall defend all suits or claims for

infringement of any patent rights and shall save the City harmless from loss on account thereof, except that the city shall be responsible for such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has information that the process or article specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Transportation Director.

11. **Permits:**

Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor unless otherwise stipulated.

Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City unless otherwise stipulated.

12. **Protection of Work and Property:**

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the City's and private property from injury or loss arising in connection with this Contract. He shall make good any such damages, injury or loss, except such as may directly be due to errors in the Contract documents or caused by agents or employees of the City.

13. **Cooperation with Utility Owners:**

Prior to the beginning of construction, the City will notify all utility owners known to have facilities affected by the construction of the project. The Contractor shall coordinate the schedule with the utility owners for the necessary adjustments of all affected public or private utility facilities. The utility adjustments may be made either before or after the beginning of construction of the project. The adjustments will be made by the utility owner or his representative or by the Contractor when such adjustments are part of the work covered by his Contract.

The Contractor shall use special care in working around and near all existing utilities that are encountered during construction, protecting them where necessary so that they will give uninterrupted service. The Contractor shall call the agency concerned for location of all utilities and shall be responsible for any damage to existing utilities and structures resulting from his work around these utilities or structures.

The Contractor shall cooperate with the utility owner, and/or the owner's representative in the adjustment or placement of utility facilities when such adjustment or placement is made necessary by the construction of the project or has been authorized by the City.

In the event that utility services are interrupted by the Contractor, the Contractor shall promptly notify the owners and shall cooperate with the owners and/or the owner's representative in the restoration of service in the shortest time possible.

Existing fire hydrants shall be kept accessible to fire department personnel at all times.

Prior to submitting his bid, the Contractor shall make his own determination as to the nature and extent of the utility facilities, including proposed adjustments, new facilities, or temporary work to be performed by the utility owner or his representative; and as to whether or not any utility work is

planned by the owner in conjunction with the project construction. The Contractor shall consider in his bid all of the permanent and temporary utility facilities in their present or relocated positions, whether or not specifically shown on the plans or covered in the project special provisions. It will be the Contractor's responsibility to anticipate any additional costs to him resulting from such utility work and to reflect these costs in his bid for the various items in the Contract.

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.

14. **Inspection of Work:**

The Transportation Director and his representatives shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide facilities for such access and for inspection.

If the specifications, the Transportation Director's instructions, laws, or ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give the Transportation Director timely notice of its readiness for inspection. Inspections by the Transportation Director shall be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Transportation Director, it must, if required by the Transportation Director, be uncovered for examination at the Contractor's expense.

The presence of the Engineer or Transportation Director or inspector at the work site shall in no way lessen the Contractor's responsibility for conformity with the contract. Should the Engineer, Transportation Director or Inspector, at any time before final acceptance or during the contractual warranty period, fail to point out or reject materials or work that does not conform to the contract, whether from lack of discovery or for any other reason, it shall in no way prevent later rejection or corrections to the unsatisfactory materials or work when discovered. The contractor shall have no claim for losses suffered due to any necessary removals or repairs resulting from the unsatisfactory work.

15. **Changes in Work:**

The City, without invalidating the Contract, may order extra work or make changes by altering, adding or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that any claims for extension of time caused thereby shall be adjusted at the time ordering such changes, as mutually agreed upon by the City and Contractor. As long as additional work does not exceed original estimates, additional days will not be granted.

The value of any such extra work or change shall be determined by the unit prices named in the Contract, up to but not exceeding 25% of the original Contract total price.

For extra work which exceeds 25% of the original Contract total, the value of any such extra work or change shall be determined in one or more of the following ways:

- A. By estimate and acceptance of a lump sum.

- B. By unit prices named in the Contract or subsequently agreed upon.
- C. By cost and percentage or by cost and a fixed fee.

16. **Conformity with Specifications:**

All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the appendix, or indicated in the specifications.

In the event the Transportation Director finds the materials or the finished product in which the materials are used not within reasonably close conformity with the specifications but that reasonably acceptable work has been produced, he will then make a determination if the work is to be accepted and remain in place. If the Transportation Director agrees that the work is to be accepted, he will have the authority to make such adjustment in Contract price as he deems warranted based upon sound engineering judgment and the final estimate will be paid accordingly.

In the event the Transportation Director finds the materials or the finished product in which the materials are used or the work performed are not in reasonably close conformity with the plans and specifications and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by the Contractor at no cost to the City.

17. **Liquidated Damages and Delays:**

A. Liquidated Damages.

If the work cannot be completed within the time stipulated in the Contract, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the City of Raleigh, a fixed and agreed amount, as liquidated damages for each calendar day of delay, until the work is completed, the amount as set forth in the Contract and the Contractor and his sureties shall be liable to the City of Raleigh for the amount thereof.

B. Excusable Delays.

The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

- i. Any act or omission of the City outside the scope of the Contract, including extra work; acts of God; unusually severe and abnormal weather conditions; acts of any other contractor in the performance of work for the City; or other conditions, events, or circumstances beyond the control and without the fault or negligence of the Contractor, which the Contractor could not have reasonably anticipated; or
- ii. Any delay of any Subcontractor occasioned by any of the causes specified in subparagraph (1) above.

Provided, however, the Contractor shall provide written notice to the Transportation Director within ten (10) days from the occurrence, condition, event, or other cause

which is claimed to have delayed the completion of the work. Such notice shall state what effect, if any, such occurrence, condition, event, or other cause is claimed to have upon the time for completing the Contract work, and shall state in what respects, if any, the Contract completion deadline should be revised, and the reasons therefore. No claim by the Contractor for an extension of time for completion shall be considered unless notice of such delay claim is given the City in accordance with the provisions of this subparagraph.

C. No Damages for Delays.

The City shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against the City for, any damages, costs, or expenses of any nature occasioned by delays, work disruptions or interference, changes in work sequence, work suspension or rescheduling arising from any act or omission of the City outside the scope of the Contract, acts of God, unusually severe and abnormal weather conditions, or other causes beyond the Contractor's control, it being understood and agreed that the Contractor's sole and exclusive remedy in the event of his inability to achieve completion by the Contract deadline due to claimed delays shall be an extension of the Contract schedule, but only if a claim for such extension is properly made in accordance with the provisions of subparagraph (b) above.

18. Opening Sections of Project to Traffic:

The City of Raleigh, at its election, may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the technical specifications; and if, in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodations for which it was intended. On such sections which are open, the Contractor shall conduct the remainder of his operations so as to cause the least obstruction to pedestrian traffic. The Contractor shall not be relieved of his liability or responsibility, shall not receive any additional compensation due to the added cost of the work, nor shall he receive any extension of the completion date, by reason of such openings.

The Contractor shall not be responsible for any maintenance cost due directly to the use of such sections. The period of guarantee stipulated in Section 51 – Guarantee of Work, shall not begin to run until the date "of release of final inspection punch list items" for all work which the Contractor is required to construct under this Contract.

19. City's Right to Do Work:

If the Contractor should neglect to prosecute the work promptly or fail to perform any provisions of the Contract, the City, after 24 hours written notice to the Contractor, may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

20. Correction of Work Before Final Payment:

Before issuing final payment, the Contractor shall promptly remove from the premises all materials condemned by the Transportation Director as failing to conform with the Contract, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own

work in accordance with the Contract and without expense to the City and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

21. **Final Inspection, Clean Up and Project Final Acceptance:**

A. Final Inspection

- i. When the improvements contained in this Contract are completed, the Contractor shall notify the Transportation Director or designees in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice shall be given at least ten (10) days prior to the date stated for final inspection and bear the signed concurrence of the representative of the Transportation Director having charge of the inspection. If the Transportation Director determines that the status of the improvements are accurately represented, the Transportation Director will make the arrangements necessary to have the final inspection on the date stated in the notice, or soon thereafter as is practicable. The Final Inspection Team will include the Transportation Director's representatives and the Contractor. The Final Inspection Team may also include representatives of each department of the City of Raleigh as well as a representative of the North Carolina Department of Transportation.
- ii. The Final Inspection Team, on the date agreed upon in 21.01(a), shall make a thorough visual inspection to insure that the project is satisfactorily completed according to the plans and specifications of the Contract and that all clean-up work is complete.
- iii. The Final Inspection Team, following the final inspection, shall prepare a written list of the deficient items and clean-up work that needs to be corrected before the issuance of the Final Acceptance Document. The list shall include a reasonable period of time, agreed upon with the Contractor, allowing for the completion of the deficient items and clean-up work. A copy of the list shall be mailed to the Contractor.

B. Clean Up Work

Clean up work shall include removal of trash, stone, concrete debris and boards in the medians and right of ways. It shall also include removal of all signage and washing of streets and sidewalks as needed.

C. Project Final Acceptance

The Contractor, after finishing all clean-up work and correction of all deficient items, shall notify the appropriate party on the Inspection Team to make a final inspection of the project. If the Final Inspection Team, during its inspection finds that the deficient items and clean-up work have been satisfactorily completed according to the terms of this Article and the contract specifications, then the Final Inspection Team recommends to the Transportation Director 's Representative to issue the Final Acceptance Document.

22. **Payments to Contractor and Retainage:**

A. Partial Payments

- i. Partial payment will be based upon progress estimates prepared by the Transportation Director once each month on the date established by the Transportation Director.
- ii. Monthly or partial payments made by the City of Raleigh to the Contractor are monies advanced for the purpose of assisting the Contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the City of Raleigh. Such payments shall not constitute a waiver of the right of the City of Raleigh to require the fulfillment of all terms of the contract and the delivery of all improvements embraced in this contract complete and satisfactory to the City of Raleigh in all details.

B. Retainage

- i. Retainage will be deducted in accordance with Section 6 of the Contract documents.

C. Final Payment

- i. After final inspection and acceptance by the City of Raleigh and Transportation Director of all work under the contract, the Contractor shall prepare his requisition for final payment which shall be the sum of the Bid unit Prices multiplied by the quantities actually issued or this sum adjusted by approved change orders less prior payments. Final payment request must be accompanied by the Final Payment Affidavit.
- ii. The City of Raleigh before paying the final estimate may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment and services to the Contractor, if the City of Raleigh deems the same necessary in order to protect its interest. The City of Raleigh, however, may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties furnished under the contract.
- iii. Withholding of any amount due the City of Raleigh as "Liquidated Damages", shall be deducted from payments due to the Contractor.

The City may withhold on account of subsequently discovered evidence, nullify whole or part of any certificate to such extent as may be necessary to protect itself from loss on account of:

- i. Defective work not remedied.
- ii. Claims filed or reasonable evidence indicating probable filing of claims.
- iii. Failure of the Contractor to make payments properly to Subcontractor or for materials or labor.

- iv. A reasonable doubt that the Contract can be completed for the balance unpaid.
- v. Damage to another Contractor.

When the above items have been cleared to the satisfaction of the Transportation Director, payment shall be made for amounts withheld because of them.

23. **City's Right to Terminate Contract:**

If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to Subcontractors or for material or labor, or persistently discharged laws, ordinances or the instructions of the Transportation Director, or otherwise be guilty of a substantial violation of any provision of the contract, then the City, upon the certificate of the Transportation Director that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor seven days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, appliances, there and finish the work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed the unpaid balance, the Contractor shall pay the difference to the City. The expense incurred by the owner as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Transportation Director.

24. **Contractor's Right to Stop Work or Terminate Contract:**

If the work should be stopped under an order of any Court, or other public authority, for a period of three months, through no act or fault of the Contractor or of anyone employed by him, then the Contractor may, upon seven days written notice to the Transportation Director, stop work or terminate this contract and recover from the City payment for all work executed and loss sustained upon any plant or materials and reasonable profit and damages.

25. **Liability Insurance:**

The Contractor shall maintain such insurance as will protect him from claims under workman's compensation acts and such other insurance as will protect him and the City from any other claims for damages for property damage and personal injury, including death, which may arise from operations under this contract whether such operations be by himself, or by any subcontractor or anyone directly or indirectly employed by either of them. Certificates of insurance shall be filed with the Transportation Director, if he so requires, and shall be subject to his approval for adequacy of protection. Policies of insurance coverage for personal liability and property damage shall be submitted.

26. **Care of Work:**

- A. The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City of Raleigh.
- B. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization is authorized to act at his discretion to prevent such threatened loss or injury and he shall so act. He shall likewise act if instructed to do so by the City of Raleigh. Any compensation claimed by the Contractor on account of such emergency work will be determined by the City of Raleigh as provided in Section 15_ "CHANGES IN WORK" under GENERAL CONDITIONS.
- C. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.
- D. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements embraced in this contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the City of Raleigh from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the City of Raleigh may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- E. Any claim for damage arising under this contract shall be made in writing to the party liable within reasonable time of the first observance of such damage.

27. **Indemnity:**

The Contractor shall indemnify, save harmless, and defend the City against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against it by reason of any act or omission of the said Contractor, his agents and employees, in the execution of work or in the guarding of it.

28. **Safety and Accident Prevention:**

A. **General**

The Contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The Contractor shall abide by all applicable safety standards and regulations contained in the Occupational Safety and Health Act, for the construction industry and any other applicable Laws.

- i. All excavation and trenching work shall conform to OSHA requirements under 29 CFR Part 1926 Subpart P and any other applicable requirements.
- ii. The Contractor shall have an employee who is a designated competent person as described under OSHA regulations, 29 CFR Part 1926 Subpart P. The person shall be capable of identifying existing or predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.
- iii. The Contractor shall provide and maintain safety equipment as outlined under OSHA 29 CFR Part 1926 Subpart P and other applicable safety provisions, which include trench boxes, ladders, shoring, barricades, warning vests, gas monitors, meter for hazardous atmospheres and other necessary safety equipment to protect the employees and the job site.

B. Records

The Contractor shall maintain an accurate record of all cases of death, occupational diseases, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract. The Contractor shall promptly furnish the City of Raleigh with reports concerning these matters.

C. Indemnity

The Contractor shall indemnify and save harmless the City of Raleigh from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

29. **Bidding Process and Guaranty Bonds:**

A. Bidding Process

The City of Raleigh's bidding process policy is regulated by the North Carolina State GS 143129, GS 143131 and City of Raleigh Standard Procedure 5013 which define Formal and Informal public contract.

- i. Formal Contracts, as described by GS 143131 and City of Raleigh Standard Procedure 5013(4.1), are those contracts for construction or repair work that require expenditure of \$500,000.00 or more; and for the purchase or lease purchase of apparatus, supplies, materials or equipment that require an expenditure of \$90,000.00 or more.
- ii. Informal Contracts, as described by GS 143131 and City of Raleigh Standard Procedure 5013(4.2), are those contracts for construction or repair work that require expenditure of \$5,000.00 to \$499,999.00; and for the purchase or lease purchase of apparatus, supplies, materials or equipment that require expenditure of \$5,000.00 to \$89,999.00.
- iii. All Formal Bids as described in 29.01(a), shall be accompanied by a deposit equal to not less

than 5 percent of the total amount of the Bid in the form of cash, cashier's check, a certified check or a bid bond by a surety authorized to do business in the State of North Carolina.

B. Guaranty Bonds

i. Guaranty Bonds for Formal Contracts

- a. The successful bidder in a formal contract, within ten (10) days after the notice of award is received by him, at the Department of Transportation's request shall provide the City of Raleigh with a contract payment bond and a contract performance bond, each in an amount equal to 100 percent of the amount of the contract. All bonds shall be in conformance with GS 44A33. The corporate surety furnishing the bonds shall be authorized to do business in the State of North Carolina.
- b. The successful bidder's failure to execute the contract and file acceptable bonds within ten (10) days after the notice of award is received by him will be just cause for the forfeiture of the bid bond or bid deposit and rescinding the award of the contract. Award may then be made to the next lowest responsible bidder or the work may be readvertised and constructed under contract, or otherwise as the City of Raleigh may decide.

ii. Guaranty Bonds for formal Contracts

- a. The successful bidder, within ten (10) days after the notice of award is received by him, shall provide a performance and payment bond in the amount of 100 percent of the amount of the contract, if requested by the City.
- b. No performance bond or payment bond will be required for individual construction contracts if the total cost is less than \$100,000.00. A performance bond and payment bond for the full amount of the contract is required for all construction contracts over \$50,000.00 if the contract is part of a project with a total cost of over \$299,999.99. In place of the bonds the Contractor may deposit money, a certified check, or acceptable government securities.

30. Sanitary Facilities:

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and City of Raleigh. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

31. Use of Premises:

- A. The Contractor shall confine his equipment, storage of materials, and construction operations to the contract limits as shown on the Drawings or if no contract limits are shown, to the rightofway shown and as prescribed by ordinances or permits or as may be directed by the City of Raleigh and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.

- B. The Contractor shall comply with all reasonable instructions of the City of Raleigh and the ordinances and codes of the City of Raleigh, regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

32. **Liens:**

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, shall deliver to the City a complete release of all liens arising out of the contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all labor and materials for which a lien could be filed but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Transportation Director, to indemnify the City against any lien. If any lien remains unsatisfied after all payments are made, the Contractor, shall refund to the City all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

A copy of the Affidavit is included with the Payment Bond Contract and shall be submitted with the Contractor's request for final payment.

33. **Working Time Restrictions:**

A. **Intermediate Contract Time No. 1**

No work on or street obstruction shall occur during the peak traffic hours of 7:00 a.m.-9:00 a.m. or 4:00 p.m.-6:00 p.m., Monday through Friday, on the following streets.

- i. Any street within the City having a marked centerline, or having marked lanes.
- ii. All streets with five (5) or more traffic lanes at the point of work, all streets with two (2) traffic lanes in each direction divided by a median, and all streets within the Central Business District (CBD), the area bounded by East Street, West Street, South Street, and Peace Street.

Work adjacent to traffic lanes may occur during these hours if proper signage and safety precautions are affected as described in latest edition of the Manual on Uniform Traffic Control Devices.

The Contractor shall have monies withheld due to public inconvenience, obstruction and delay to traffic, safety and other considerations, for any work performed on time restricted streets during 7:00 a.m.-9:00 a.m. or 4:00 p.m.-6:00 p.m., Monday-Friday at the rate of \$500.00 for every 15 minutes of violation or fraction thereof.

No traffic lane closure (through or turn lane) shall occur on **Red Alert Days**. Red Alert Days are determined by North Carolina Ozone Forecast Center, Division of Air Quality.

The Contractor shall notify the Transportation Director 48 hours in advance of any work scheduled on weekends.

B. **Intermediate Contract Time No. 1**

This contract time is specific to Millbrook Exchange Park. Work shall only occur between the hours of 10:00pm – 7:00am at this location. Contractors must have traffic control devices fully and the facility open to traffic by 7:00am each day as to not delay park operations.

34. **Assignment:**

Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without previous written consent of the City Council of the City of Raleigh.

35. **Citizen Notification:**

The Contractor shall be responsible for notifying, in writing, all property owners/residents directly affected by this project just prior to beginning construction. A copy of this notification shall be submitted and approved by the Transportation Director prior to its issuance to the residents. This also includes all businesses whether owned, leased or rented by the property owner of record. Notices are to be mailed and/or hand delivered. Hand delivered notices shall be door-hanger type printed on card stock. The City of Raleigh can provide example notices upon request by the contractor.

The contractor shall distribute by hand, a typed notice, pre-approved by the Engineer, to all residents and businesses on the street to be treated. The notice will be delivered no more than 3 weeks prior to the asphalt patching work. The notice will have a local phone number that residents may call to ask questions.

The notice shall be of the door hanger type, which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract.

This notification shall include a statement restricting the placement of leaves, tree trimmings, and any other waste in and/or along the edge of pavement/curb during the three weeks prior to work beginning, during the time work is being performed, and until the work has been inspected and/or accepted by the project engineer. The contractor shall provide notification to the residents along roadways upon inspection and acceptance of the work.

The CONTRACTOR shall distribute Notice of Work to be performed a minimum of 24 HOURS but no more than 2 WEEKS prior to performing such work.

In the event the project engineer grants permission to perform work on a weekend or holiday, the notices and signs shall be distributed a minimum of 72 HOURS prior to the asphalt patching.

The CONTRACTOR shall also post “No Parking” signs in conspicuous places facing traffic a minimum of 24 HOURS prior to actual crack sealing with a maximum spacing of 100’ of center required. A closer spacing may be required as directed by the Raleigh Police Department. No Parking signs shall be provided by the City of Raleigh. All mounting posts, hardware, ties, nails, tape or other materials and labor needed to complete the No Parking signs work shall be provided by the Contractor. Streets may be eliminated from this requirement on a case by case

basis if the Engineer determines that on street parking is not taking place.

The time of day that No Parking signs and Notices of Work are posted should be recorded along with the license numbers of cars parked on the street at that time and a copy made available for the TRANSPORTATION DIRECTOR and the POLICE DEPARTMENT if towing is necessary.

If towing is necessary, the City of Raleigh Police Department will make the final decision if the vehicles are to be towed. The time and location in which the “No Parking” signs were posted, and the Notices of Work were distributed will be a considering factor for the towing of vehicles.

On the day of actual work, any towing necessary may be carried out under CITY OF RALEIGH Codes Section 11-2181 and Section 12-7006, Section A, Paragraph 6. Police contact number is 919-829-1911.

Special permission will be required by agencies performing work within the street right-of-way under the following conditions. This permit will be required when:

- A. When the traveled portion of the roadway is obstructed between the hours of 7 a.m. to 9 a.m. and 4 p.m. to 6 p.m. if the street involved is marked with either painted center lines or lane lines.
- B. Any street which is totally closed to through traffic.
- C. Any streets within the Central Business District.

This permit may be obtained from the Development Services, Right-of-Way Services in advance. The TRANSPORTATION DIRECTOR has the authority to approve or deny issuance of any permit.

36. **Subcontracted Work and Subcontractors:**

- A. The Contractor shall perform a minimum 50% of the work under the contract with his own forces. Unless otherwise stated elsewhere in the contract, the Contractor shall not subcontract more than 50% of the work stipulated in this contract.
- B. The Contractor shall, as soon as practicable after the signing of the contract, notify the Transportation Director in writing of the names of subcontractors proposed for the work and shall not employ any subcontractors that the Transportation Director may within a reasonable time object to as incompetent or unfit. The Contractor agrees that he is as fully responsible to the City for the acts and omissions of his subcontractor and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relation between any subcontractor and the City.
- C. The Contractor shall obtain approval of subcontractors as well as any change in subcontractors during the work on the contract from the Transportation Director. A period of seven (7) days minimum is required for the approval of a subcontractor.

37. **Points and Instructions:**

The Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. He shall not proceed until he has made timely demand upon the Transportation Director for, and has received from him, such points and instructions as may be necessary as the work progresses. The work shall be done in strict conformity with such points and instructions.

The Contractor shall carefully preserve bench marks, reference points and stakes, and in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

38. **Status of Transportation Director:**

The Transportation Director or his duly authorized agent shall have general supervision and direction of the work. He has authority to stop the work wherever such stoppage may be necessary to insure proper execution of the contract. He shall also have authority to reject all work and materials which do not conform to the contract, to direct the application of force to any portion of the work, as in his judgment is required, and to order the force increased or diminished, and to decide questions which arise in the execution of the work.

39. **Transportation Director's Decision:**

The Transportation Director shall, within a reasonable time after their presentation to him, make decisions in writing on all claims of the City or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract documents. All such decisions of the Transportation Director shall be final.

40. **Lands for Work:**

The City shall provide the lands upon which the work under this contract is to be done, except that the Contractor shall provide land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same.

41. **Cleaning Up:**

The Contractor shall, as directed by the Transportation Director, remove from the City's property and from all other public and private property, at his own expense, all temporary structures, rubbish and waste materials resulting from his own operations.

42. **Access to Property:**

The Contractor shall, where necessary, provide and maintain access to and from all properties along the line of his work.

43. **Safeguards:**

The Contractor shall provide, erect and maintain adequate barricades, warning signs, and lights at all

excavations, closures, detours and points of danger.

44. **Survey Construction Stakes:**

- A. The City shall furnish all surveys unless otherwise specified.
- B. The Transportation Director will set sufficient points to establish alignment and grade. The Contractor shall be responsible for preserving all stakes and marks.

45. **Materials Sampling and Testing:**

All tests of material shall be made by a recognized and approved testing laboratory designated by the Transportation Director. The expense of such tests shall be borne by the City unless otherwise specified.

The Engineer shall have the option to reject request for testing due to the Contractor's inadequate preparation of material or other reasonable causes determined by the Engineer as necessary for the delay of testing. The Contractor shall notify the Transportation Director 48 hours ahead of time for the needed test.

46. **Tools, Plant and Equipment:**

If at any time before the commencement or during the work, tools, plant, or equipment appear to the Transportation Director to be insufficient, inefficient, or inappropriate to secure the quality of the work required or the proper rate of progress, the Transportation Director may order the Contractor to increase their efficiency, to improve their character, to augment their number, or to substitute new tools, plant or equipment as the case may be, and the Contractor must conform to such order; but the failure of the Transportation Director to give such an order shall not relieve the Contractor to secure the quality of work and the rate of progress necessary to complete the work within the time required.

47. **Measurement of Quantities:**

The quantities of work performed will be computed by the Transportation Director on the basis of measurements taken by him or his assistants, and these measurements shall be final and binding. The specifications shall designate the manner in which the measurements of the various types of work shall be measured.

48. **Working Day Defined:**

A day shall be counted as a working day in the opinion of the Transportation Director, whether conditions would permit the Contractor to do six (6) hours of work within daylight hours. Days of delay due to acts of GOD, strikes, court orders, and things of like nature causing delay of the work shall not be counted a working day. The Transportation Director shall keep a daily record of working conditions and when requested to do so, he/she shall furnish the Contractor within a reasonable time the number of working days that have elapsed.

Unless crews are on site prior to 1:00 p.m. of any workday, the Transportation Director has the right to refuse any work that the Contractor may do. To start work after 1:00 p.m. on a workday, the Contractor

must have prior permission from the Transportation Director. Should this occur, it will be counted as a working day that the Contractor should have worked. It will not be counted as a day of delay. When work is to resume, one (1) day prior notice must be given to the Transportation Director. That work will begin the next day.

There are specific streets that need to be paved on weekends (Saturday and Sunday). Where possible, streets that can be identified, will be marked, streets not marked on Contract, as weekend work, may be added by the Transportation Director. Advance notice must be given to Contractor, and a date mutually set to pave on that weekend.

49. **Project Time Defined:**

Project time shall consist of all calendar days, including weekends and holidays, from the contract notice to proceed date through the specified number of days allowed for the completion of the project in the contract document. The Contractor has been given a project time inclusive of an anticipated amount of bad weather, be it due to the winter months or abnormal rainfall during the remainder of the calendar year.

50. **Guarantee of Work:**

The Contractor shall guarantee his work performed under his contract against failures or trouble due to faulty workmanship or materials for a period of twelve (12) months from the date of acceptance of the work.

51. **Force Account Work:**

Force account reports shall be submitted to and approved by the Transportation Director within five (5) days following completion of the work. Failure on the part of the Contractor to submit such a report on time may result in refusal to pay for the work done.

52. **Disposal of Waste Materials from Street and any Other Types of Construction:**

Disposal of all waste material from construction sites shall be made in strict accordance with all City ordinances pertaining to disposal of construction waste. It shall be the responsibility of the Contractor to secure the necessary permits and provide all information required to secure said permits. The Contractor shall designate the disposal site prior to beginning construction and in the event waste material is to be disposed of on private property a letter from the property owner shall be furnished the Transportation Director granting the Contractor or his agent such permission and listing the requirements made by the property owner or the Contractor, if any.

53. **Contractor License:**

All invited bidders and contractors shall be advised that those who submit formal bids on this project must be licensed in the State of North Carolina whether he (they) is/are a resident or nonresident of this State, in accordance with GS 8710 and shall be advised that they must show evidence of a license issued by the North Carolina Licensing Board for General Contractors before the bid is considered. The bidders are advised that Article 37 Subcontractors, of the General Conditions shall be strictly adhered to during the term of this contract.

54. **Emergency Work Crew:**

The Contractor and/or the Contractor's subcontractors shall provide an emergency repair crew with adequate trucks and other equipment available when needed to make repairs, cleanup, signing and other work required in connection with this contract. This repair crew shall be on call during nonworking hours and during weekends and holidays. The name, address and phone number of at least two responsible members of this crew shall be provided the Transportation Director or his representatives prior to beginning any work. The members of this crew shall be based, reside, live or stay in Wake County during the periods that they are on call. Should this "emergency" crew be unavailable for any reason when needed, the City shall have the right to have the required work performed by the quickest means available and the Contractor shall be back charged at a rate of two (2) times the total cost to the City.

55. **Construction Water:**

- A. Contractors are responsible for securing adequate construction water for their job sites.
- B. All construction water usage must be metered and will be billed to the Contractor. The Contractor must contact the Public Utilities Department, Meter Services Division (250-2737) to make the applicable arrangements for billing the water usage. The Contractor may provide his own meter or if available upon advance notice to the Public Utilities Department, a numbers changed to meter will be provided. If the Contractor provides his own meter it must meet City standards for the meter and include a backflow device.
- C. Construction water for all City contract projects shall be billed by the City of Raleigh, Public Utilities Department.
- D. Contractors must furnish the following information for water usage.
 - i. Meter location and project name.
 - ii. Address where applicable and responsible party name.
 - iii. Duration of use and frequency of meter reading.
- E. Contractors observed using unmetered water will be fined by the City of Raleigh, Public Utilities Department in accordance with City Code provisions.
- F. Contractors are to reference the Public Utilities Handbook, Part 10, entitled Construction Specifications for Water and Sewer Mains, for additional regulations applicable to construction water usage.

56. **Business Assistance Program (BAP) for Minority and Woman-Owned Business Enterprises:**

- A. General

General contract bidders on City of Raleigh contracts are encouraged to include Minority and Woman-Owned Business Enterprises in the performance of contracts and subcontracts for construction and material supply as outlined by City Standard Procedure No. 5052. MWBE businesses are those having at least 51% ownership by an individual or individuals classified as a racial minority or a female. The City of Raleigh has adopted a goal of 15% for participation by MWBE businesses in contracts over \$5,000 awarded for construction by the City. Bidders are to become familiar with the City's BAP guidelines. A copy of these guidelines is available at the office of Business Assistance Program Coordinator.

B. Procedures

- i. All bidders shall make a good faith effort in the recruitment and selection of MWBE businesses as specified in the guidelines.
- ii. The low bidder shall complete the Bidders Report of Subcontractors Selection and Efforts to obtain Minority and Women-Owned Business Enterprise Subcontractors form. A copy of the form is contained elsewhere within the contract document. The form shall be submitted to the office of the Transportation Director within seventy-two (72) hours after the opening of bids.
- iii. All bidders shall complete and submit with their bid the Minority and Women-Owned Business Enterprise Subcontractor/Material Supplier Documentation form. A copy of the form is contained elsewhere within the contract document.
- iv. If the Contractor desires to utilize a subcontractor or material supplier who is not listed in the Business Assistance Directory or who is not approved by the NCDOT, he should contact the City's Business Assistance Program Coordinator to obtain assistance for certification of the subcontractor or material supplier.
- v. A copy of the Current Business Assistance Program Directory is available from the office of the Transportation Director or the Business Assistance Program Coordinator and is free upon request.
- vi. The City of Raleigh is also interested in on the job opportunities and training programs which expressly include minorities and women. Documentation regarding these programs is solicited and can provide assistance in reaching the intent of the Business Assistance Program.

57. Dust Control:

The Contractor shall, as directed by the Transportation Director provide adequate equipment and use other available means to control the dust during the term of this contract. Failure on the part of the Contractor to correct dust control problems as directed will result in the Transportation Director notifying the Contractor to comply with the contract provisions. In the event that the Contractor fails to begin such remedial action within 24 hours after receipt of such notice, the Transportation Director may proceed to have the work performed with other forces. The actual cost of the work so performed along with a 20% administrative fee will be deducted from monies due to the Contractor on his contract. Under adverse conditions, the Transportation Director may choose to suspend the Contractor's operations on the project until all dust control problems have been completed to his satisfaction. Such

suspension will not justify an extension of contract time.

58. Traffic Control:

All traffic control shall be performed in accordance with the latest edition of the Manual on Uniform Traffic Control Devices, MUTCD, and City of Raleigh Code of Ordinances, Part 11, Chapter 2, Article L.

Lane closure permits shall be the responsibility of the contractor. Lane closure permits shall be obtained by contacting the City of Raleigh Development Services Department, Right-of-Way Services at 919-996-2483 in advance (24 hours or greater). Lane closure permits are required on the following streets.

- A. Any street within the City having a marked centerline, or having marked lanes.
- B. All streets with five (5) or more traffic lanes at the point of work, all streets with two (2) traffic lanes in each direction divided by a median, and all streets within the Central Business District (CBD), the area bounded by East Street, West Street, South Street, and Peace Street.

Total road closures will not be allowed.

Any work performed without traffic control, as per MUTCD, will not be paid for by the Owner.

The Traffic Control needed to complete all work on the project will be considered incidental to the cost of the various line items contained within this contract.

STANDARD GENERAL PROVISIONS

All construction shall conform to pertinent OSHA requirements, City of Raleigh Standards and Specifications, and NCDOT Standard Specifications for Roads and Structures. Editions in effect at the time of the bid date shall govern.

1. Construction Progress Schedule and Monthly Meetings

The Contractor shall provide, at the pre-construction conference, a completed City of Raleigh progress schedule. The schedule shall be kept up to date and presented with each month's billing information and shall be made available at the monthly progress meetings and at other times as may be deemed necessary by the Transportation Director or his representative. The Contractor will be represented at monthly progress meetings during the construction of this project. The meetings will be held at the project site or in the City offices as determined by the City.

2. Contract Completion and Progress Schedule Liquidated Damages

This contract shall be completed no later than 4 months from the date given as Notice to Proceed.

Failure to complete the work within the contract time will result in damages due to public inconvenience, obstruction and delay to traffic, safety and other considerations. For each consecutive calendar day in excess of the contract time specified, the Contractor shall pay, or have withheld monies due, a sum of one thousand (\$1000.00) per day. See Contract Article III, Time of Commencement and Completion.

3. Unit Bid Price

The unit bid price on the items in this contract shall include all materials, labor, equipment, and incidentals necessary to satisfactorily install said items completely in place and accepted unless otherwise mentioned in this contract document.

4. Point of Contact

The Contractor upon start of construction shall provide the Engineer or City Designee with names, addresses, and telephone numbers of two people to be contacted after office hours in case of emergency.

5. Trenches

All trenches shall be back-filled and made safe at the end of each workday. Payment for installation of utility and drainage lines that requires open cut to existing pavement shall include the cost of pavement for repairs (including pavement saw cut and removal) as incidental to the installation of the utility. No separate payment will be made for this work unless otherwise specifically mentioned in this contract.

6. Subsurface Investigation

The Contractor shall make his/her own subsurface investigations. Any information obtained by the City as a result of its own subsurface investigations will be made available upon request. This information is provided for informational purposes only and shall not relieve the Contractor of responsibility for making his own investigations.

7. Grading, Shoulders and Slopes

Shoulders and slopes shall be free of all stone and clods that exceed one inch in diameter. Fine grading (raking) shall take place just before seeding and mulching. No separate payment will be made for shoulder construction or material for shoulder construction as all work necessary to complete the work will be considered incidental to

other items in the contract unless otherwise provided in the contract.

All lawns, utility strip, and other areas adjacent to the newly constructed sidewalk shall be graded back to an elevation even with the existing sidewalk and shall have a smooth tie in.

8. Traffic Control

The Contractor shall provide all traffic control devices and signs including portable changeable message signs to warn the traveling public in accordance with the latest Manual on Uniform Traffic Control Devices (MUTCD). Two-way traffic shall be maintained at all times, unless otherwise required by the traffic control plan.

The Contractor shall indemnify and save harmless the City of Raleigh and all its officials, agents and employees from all suits, actions or claims of any character, name or description brought for or on account of any injuries or damages received or sustained in.

Traffic Control items shall be incidental to other items of work in this contract. No direct payment will be made for traffic control.

9. Materials and Equipment Storage and Parking

When vehicles, equipment, and materials are not being actively used they shall be moved at least 30 feet away from the edge of any travel way open to traffic (or as directed by the Engineer). All debris shall be immediately moved to a location at least 30 feet from the edge of any travel way open to traffic. If vehicles, equipment, materials, and debris are protected by guardrail or barrier, a 5-foot minimum offset from the rail shall be used.

10. Personnel Parking

All personnel involved with construction operations shall not park their personal vehicles within the right of way of the project limits for the duration of the construction project. The Contractor shall furnish a parking area that is located off the project limits. The Contractor shall be responsible for daily transportation of all employees to and from the provided parking area and the project site.

The contractor shall not park equipment on existing sidewalk whenever possible as to limit damage to existing facilities.

There will be no direct payment for the work cover by this provision. Payment at the contract unit prices for the various items in the contract will be full compensation for all work covered by this provision.

11. Sidewalk, Driveway, Curb & Gutter Removal and Replacement

Care should be taken during construction to avoid damaging the existing sidewalk, curb & gutter and pavement outside the immediate construction area. If damaged, it shall be replaced in accordance with the NCDOT Standard Specifications for Roads and Structures/City of Raleigh Standards, as determined by the Engineer, without extra cost to the City. Prior to construction, the Contractor shall inspect the site and report to the Engineer any damages existing before construction.

The Contractor shall be advised that when a portion of any area of concrete driveways, curb and gutter and pavement must be removed, all areas to be removed shall be defined by a machine-sawed joint, prior to removal. Saw cut of concrete driveway, curb & gutter and pavement are considered incidental to removal unless otherwise provided in the contract.

12. Maintenance of Mail Boxes, Signs, Miscellaneous Appurtenances

The Contractor shall be required to maintain mailboxes, signs and all miscellaneous appurtenances impacted by construction activities in working order for the duration of construction as directed by the Engineer. Work on the same items shall be done in a timely manner. No separate payment for work on these items will be made as the

work will be considered incidental to other items in the contract unless otherwise mentioned in the contract document.

13. Project Completion

When the project is nearing completion the City will obtain comments from the impacted property owners concerning items that are outstanding, yet to be completed. The Engineer will determine which items have sufficient justification to be included in the final punch-list, and the Contractor will be required to complete these items with no additional payment and in a timely fashion.

14. Coordination with Utility Companies

(See Article 13 of General Conditions)

Utilities as shown on the plans are intended to represent general locations only. It shall be the responsibility of the Contractor, prior to construction, to contact appropriate utility owners and precisely locate utilities that could be affected by the proposed construction. If the utility belongs to the City, the Contractor shall dig sample holes to uncover the utility. The digging of sample holes shall be coordinated with the Engineer who will determine the number of such holes and will schedule the City Surveyor to locate utility vertical and horizontal locations. There is no line item to pay for digging work. Work is considered incidental to other pay items.

The Contractor shall be responsible for repair of any damage to the utility as well as any other damage may be caused due to the disturbance of the utility. The Contractor will not be permitted to submit any claims for delays caused by utility relocation and proposed utility construction.

The City has coordinated designs of utility relocation with private utility owner representatives. Existing utility, design and conflict resolution plans are included as a part of the contract.

The Contractor shall be responsible for coordinating concurrent construction directly with utility owner representatives. Coordination efforts and concurrent construction conflicts will be addressed and discussed during the pre-construction meeting. The City, at the time of pre-construction conference, will provide names, addresses and telephone numbers of private utility owner representatives.

All underground utilities may not have been identified. The Contractor shall call North Carolina One Call to identify underground utilities before starting any digging and/or excavation operation.

The Contractor shall be responsible for field verifying heights and locations of power lines and will be required to maintain the distance from the power lines in accordance with local, State and Federal Safety regulations.

15. Protection of Existing Plants

The work under this item shall consist of the protection of selected trees, shrubs, or other woody plants.

The plants protective fencing shall meet the requirements of City of Raleigh Standard Drawing 50.02. Fencing shall encompass the plants to the drip-line. Deviations from this must be approved by the Engineer.

Plant protective fencing shall be installed prior to beginning any construction on this project. Plant protective fencing shall be constructed at the locations as directed by the Engineer and in accordance with City specification. The fencing shall be maintained in place until all construction operations in that particular area are complete. At completion, only light grading equipment such as small agricultural tractors shall be allowed on the plants' roots. Fill dirt no deeper than two inches shall be allowed under the limb spread of any plant.

No building materials, dirt, or equipment shall be stored inside the protective fencing. Plants that die as a result of the Contractor's negligence shall be removed and replaced as directed by the Engineer at the Contractor's expenses. The new plant shall be guaranteed for a year, planted in the proper season, and planted with approved arboricultural specifications.

The Contractor will be required to cooperate with other contractors, utility companies and others needing access

to the project site as (approved by the engineer) to complete the work.

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PROJECT SPECIAL PROVISIONS

274-TFS-4-21R

SECTION 1

ASPHALT PAVEMENT REPAIR & REHABILITATION CONTRACT

1. Work

The Contractor shall complete the work in this contract in strict accordance with referenced NCDOT and City Standards. This project consists of patching existing asphalt pavement to the lines and grades shown on the project detail sheets.

2. General Conditions and Project Description

Asphalt pavement repair shall consist of milling the existing pavement to the specified line and grade, patching with asphalt intermediate course as needed, placement of asphalt surface coarse and installation of speed humps and pavement markings. Other proposals or substitutions will not be considered. Prospective bidders or contractors should plan and price the work accordingly to meet the desired intent of this contract.

Milling shall fall in line with existing pavement joints or edge of pavement to ensure a uniform product. Milling shall be performed at a uniform depth unless otherwise specified by the Engineer. Grades may be necessary to establish a uniform profile and ensure proper drainage of the roadway. When specified, grades shall prevail over milling uniform depth.

Milled surfaces shall be paved back with asphalt surface coarse prior to the end of the work shift. At no time shall traffic ride on a milled surface or stone base.

SECTION 2

SHALLOW UNDERCUT

The published volume entitled "North Carolina Department of Transportation, Standard Specifications for Roads and Structures", Latest Edition, with all amendments and supplements thereto, is by reference incorporated into and made part of this contract; that, except as herein modified, all the construction and work included in this contract is to be performed in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Transportation Director.

All work in this section shall consist of elements to complete shallow undercut on specified sections of City streets which exhibit unsuitable soils.

When shallow undercut is required to construct aggregate subgrades, undercut 6" to 24" as shown on the plans or as directed. Perform undercut excavation in accordance with Section 225. Install geotextile for soil stabilization in accordance with Article 270-3. Place Class IV subgrade stabilization (standard size no. ABC) by end dumping ABC on geotextiles. Do not operate heavy equipment on geotextiles until geotextiles are covered with Class IV subgrade stabilization. Compact ABC to 92% of AASHTO T 180 as modified by the Department or to the highest density that can be reasonably obtained. Maintain Class IV subgrade stabilization in an acceptable condition and minimize the use of heavy equipment on ABC in order to avoid damaging aggregate subgrades. Provide and maintain drainage ditches and drains as

required to prevent entrapping water in aggregate subgrades.

1. Required Depth of Shallow Undercut

The City requires that a depth of 12 inches be undercut in locations of unsuitable soils.

2. Placement of Geotextile and GeoGrid

Geotextile and Geogrid materials shall conform to Section 1056 of NCDOT Standard Specifications. Following the shallow undercut operation, geotextile material shall be placed in the work area covering the full width and length of the excavation. Geotextile shall be overlapped a minimum of 12 inches in cases where multiple pieces or rolls are used. Geotextile shall be pinned to the subgrade.

One layer of geogrid shall be placed on top of the geotextile material prior to back filling with Class IV stone. In cases where geogrid is overlapped, follow manufacturer’s recommendations.

Backfill and compact the excavation with Class IV Stone for Stabilization to within 6” of the finish pavement elevation grade. Complete the patch using the prescribed pavement detail of I19.0C and S9.5C placed in 2 lifts.

Payment for Shallow Undercut, Geotextile / Geogrid and Class IV Stone shall be considered full payment for, but not limited to, all labor, materials, equipment, incidentals, overhead and profit associated with the work.

SECTION 3

ASPHALT PAVING, FULL WIDTH PATCHING & PAVEMENT REPAIR

The published volume entitled “North Carolina Department of Transportation, Standard Specifications for Roads and Structures”, Latest Edition, with all amendments and supplements thereto, is by reference incorporated into and made part of this contract; that, except as herein modified, all the construction and work included in this contract is to be performed in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Transportation Director.

Price adjustments for asphalt binder for surface course plant mix will be made in accordance with Section 620 of the NCDOT Standard Specifications as modified herein. The adjusted contract unit price will then be applied to the theoretical quantity of asphalt binder authorized for use in the plant mix placed during the partial payment period involved, except that where recycled plant mix is used, the adjusted unit price will be applied only to the theoretical number of tons of additional asphalt binder materials required by the JMF.

1. Asphalt Binder Content of Asphalt Plant Mixes

The approximate asphalt binder content of the asphalt concrete plant mixtures used on this project will be as follows:

Asphalt Concrete Surface Course, Type S9.5B	6.7%
Asphalt Concrete Surface Course, Type S9.5C	6.0%
Asphalt Concrete Intermediate Course, Type I19.0C	4.8%
Asphalt Concrete Base Course, Type B25.0C	4.5%

The actual asphalt binder content will be established during construction by the Engineer within the limits established in the NCDOT Standard Specifications or Project Special Provisions.

2. Tack Coat

Standard tack coat material that meets NCDOT Standard Specifications shall be used. Standard tack material shall be incidental to the asphalt surface course. The trackless tack coat unit rate will be paid on a per ton basis of asphalt placed.

Apply tack coat material to existing asphalt or concrete surfaces in accordance with NCDOT Specifications. Apply tack coat only when the surface to be treated is sufficiently dry and when the atmospheric temperature in the shade away from artificial heat is 35°F or above. Do not apply tack coat when the weather is foggy or rainy.

Clean the existing asphalt or concrete surface to which tack coat is to be applied of all dust and foreign material prior to placing the tack coat. Remove grass, dirt, and other materials from the edge of the existing pavement prior to the placement of tack coat. Apply tack coat uniformly at a rate from 0.04 to 0.08 gallons per square yard. Where public traffic is being maintained, apply only as much tack coat as can be covered during the same day's operation. In the event that tack coat material is not covered in the same day's operation, the Transportation Director may require the application of suitable granular material or other means to provide a safe traffic condition at no additional cost to the City. Take necessary precautions to limit the tracking and/or accumulation of tack coat material on either existing or newly constructed pavements. Excessive accumulation of tack may require corrective measures. Apply tack coat as directed by and in the presence of the Transportation Director. Do not place any asphalt mixture until the tack coat has sufficiently cured.

Sand, screenings, or other environmentally safe products may be required to prevent tracking the tack coat onto adjacent streets, when directed by the Transportation Director. The sand screenings shall be minimum length in order for a haul truck tire to make one full rotation and remain in contact with the screenings. The width shall be the same as the existing roadway. The Contractor shall remove screening materials placed to eliminate tracking upon completion of paving operations each day.

Tack coat material will not be tolerated on the exposed face of curb and gutters. If this occurs, the tack shall be removed as soon as practicable. Special attention shall be utilized while paving in areas with existing granite curb and gutter.

3. Asphalt Concrete Plant Mix Pavements

Reclaimed Asphalt Pavement (RAP) may be incorporated into asphalt mixes in accordance with North Carolina Department of Transportation standard specifications. RAP may constitute up to 40% of the total material used in recycled mixtures. **Reclaimed Asphalt Shingles (RAS) shall not be used in asphalt mixes.**

Asphalt Concrete Surface Course Type S9.5C & I19.0C, as directed by the Transportation Director, shall be used. It shall be in accordance with Section 610 of the NCDOT Standard Specifications for Roads and Structures.

At least 10 days prior to start of asphalt mix production submit, in writing and in electronic form, the mix design and proposed Job Mix Formula (JMF) targets for each required mix type and combination of aggregates to the Transportation Director for review and approval.

Provide asphalt concrete mixtures that conform to the design requirements of the approved JMF. Load tickets shall be produced in accordance with Section 106-7 of the NCDOT Standard Specifications for

Roads and Structures.

The number of batches and total weight of all loads of mixture shall be recorded in duplicate upon plant ticket forms and signed by a certified weighmaster. With each load delivered to the work, the truck driver shall present one copy of the plant ticket to the Transportation Director or his/her representative. The driver shall retain one copy for the Contractor. The plant inspector shall keep the stub copy. The weights to be included in the estimate shall be the total of the tickets delivered by the truck driver to the Transportation Director or his/her representative on the work. At any time, the delivery of material and for the purpose of checking the weighing equipment at the plant, the Transportation Director may direct the Contractor to weigh or cause to be weighed on tested and approved platform scales at the Contractor's expense the contents of any truckload that is to be delivered to the work. When any material will be charged or billed separately, a ticket or copy of ticket must be provided. When any work is being done, the Transportation Director must be notified in advance that the work will be done, and material tickets provided.

Transport the mixture from the mixing plant to the point of use in vehicles that have tight, clean, smooth beds that have been sprayed with an approved release agent material, to prevent the mixture from adhering to the beds. Remove excess release agent prior to loading. Cover each load of mixture with a canvas or other suitable material. Assure temperature of the mixture immediately prior to discharge from the hauling vehicle is within NCDOT specifications.

Mixtures produced simultaneously from different plant sources cannot be intermingled by hauling to the same paver on the roadway unless the mixtures are being produced from the same material sources and same job mix formula.

Utilize a self-contained, power propelled paver capable of spreading and finishing the asphalt mixture to the required grades, cross sections, thicknesses, and widths shown on the plans and typical sections and to uniform density and texture. Equip and operate the paver with a fully activated screed plate that is designed to be preheated for the full length whenever necessary. Should unevenness of texture, tearing, segregation, or shoving occur during the paving operation due to unsatisfactory methods or equipment, immediately take such action as may be necessary to correct such unsatisfactory work. Excessively throwing back material will not be permitted. Immediately after the asphalt mixture has been spread, struck off, and surface and edge irregularities adjusted, thoroughly and uniformly compact the pavement.

Compact the mix to the required degree of compaction for the type of mixture being placed. Provide sufficient number and weight of rollers, except as noted, to compact the mixture to the required density while it is still in a workable condition. Compact all final wearing surfaces, except open-graded asphalt friction course, using a minimum of 2 steel wheel tandem rollers, unless otherwise approved. A pneumatic-tired roller with 2 tandem axles and smooth tread tires is required for intermediate rolling. Begin compaction of the material immediately after the material is spread and shaped to the required width and depth. Carry out compaction in such a manner as to obtain uniform density over the entire section. Perform compaction rolling at the maximum temperature at that the mix will support the rollers without moving horizontally. Complete the compaction (including both intermediate rolling) prior to the mixture cooling below a workable temperature. Perform finish rolling to remove roller marks resulting from the compaction rolling operations.

Construct pavements using quality paving practices. Construct the pavement surface smooth and true to the plan grade and cross slope. Immediately correct any defective areas with satisfactory material compacted to conform with the surrounding area.

Pavement imperfections resulting from unsatisfactory workmanship such as segregation, improper longitudinal joint placement or alignment, and non-uniform edge alignment, or excessive pavement repairs will be considered unsatisfactory.

Pavement repairs shall be performed by cutting the existing pavement to a neat vertical joint and uniform line; removing the defective pavement as directed; coating the area to be repaired with a tack coat; and replacing of the removed material with asphalt plant mix.

Only two (2) separate paving crews shall be operational on any given day of paving, however, additional work such as sidewalk access ramp installation, pavement markings, patching and utility adjustments may continue.

4. Asphalt Leveling Course

Asphalt paving consisting of a leveling course may be required on specific streets. This shall be performed as determined by the TRANSPORTATION DIRECTOR and at the same unit price as noted in the Contract. In the event a leveling course is required, this shall be performed prior to the installation of any surface treatment applications if applicable.

5. Mill & Fill Operations

Streets designated as mill&fill shall have lanes milled, cleaned, and paved back by the end of the work shift. Traffic is not allowed to ride on the milled surface. Utility adjustments and patching, as needed, shall be performed prior to the Mill & Fill operation. Mill & Fill operations shall be performed within 7 days after patching on such streets.

All other streets may have traffic ride on newly placed patching or intermediate course asphalt, to allow for any needed utility adjustments.

6. Cleaning Streets

It shall be the responsibility of the Contractor to thoroughly clean the street before resurfacing. Any leaves, vegetative material, and debris shall be removed from the Public Right of Way. **Depositing any debris or other material behind the curb will not be permitted.** If large piles of leaves or other debris exist that in the opinion of the Transportation Director are in excess of that which is required for the Contractor to remove, they shall be removed by the Transportation Director provided adequate notice is given for this purpose.

The Contractor shall clean each street of waste materials resulting from his own operations no more than 2 days after the final overlay is complete. Should this period of time be exceeded, all resurfacing operations shall be suspended until streets are clean.

7. Infrastructure Damage

The Contractor shall be responsible for repairing any damage to the City of Raleigh's infrastructure. This includes damage to curb & gutter and pavement. Tack will not be tolerated on the exposed face of curbs and/or gutters. If this occurs, the tack shall be removed immediately. Special attention shall be utilized while paving in areas with existing granite curbs and gutter.

8. Resident Notification

The Contractor's attention is directed to Article 44, SAFEGUARDS of the General Conditions. In addition to the above, it shall be the responsibility of the Contractor for notification of residents before commencement of work in accordance with the City Code. A copy of the notification will be provided to the Contractor by the Transportation Director.

9. Progress Schedule

The Contractor shall adhere to Articles 5 & 6 of General Conditions. **Furthermore, the Contractor shall develop a proposed project schedule and submit this schedule for approval prior to the preconstruction conference.** This schedule shall show number of streets, tons of work to be accomplished on both a monthly and cumulative basis. The actual progress schedule shall be presented on a monthly basis in conjunction with the submittal of each partial payment request to compare actual progress to the original approved schedule. If applicable, liquidated damages will be deducted on a monthly basis, based on the approved progress schedule. Weekly updates may be directed by the Transportation Director. The original approved schedule shall be revised to include time extensions and changes in the Contractor's controlling operations. The revised schedule shall be presented to the Transportation Director for approval.

10. Special Schedules

The Asphalt Patching Street List identifies specific streets/locations that are to be milled and paved during the contract period. In the event conflicts arise prior to the contract schedule; the Contractor shall adjust the schedule accordingly. Additional scheduling restrictions are as follows:

- A. Noted on the Street List are 9 a.m. to 4 p.m. time restricted streets, school zones, and weekend only.
- B. Streets within school zones shall be resurfaced when schools are not in session or as specified.
- C. Portable Changeable Message Signs shall be used on all streets.

SECTION 4

UTILITY ADJUSTMENTS

The work covered in this section consists of the adjustment of manholes, water valve boxes, and other utilities in the roadway. The Contractor shall complete the work in strict accordance with City of Raleigh Standards and Specifications, NCDOT Standard Specifications for Roads and Structures, and ACI Specifications.

1. Standards for Manhole and Valve Box Adjustments

A. Manholes In Streets

All manhole covers installed within streets, parking lots, and other paved areas shall have only one (1) one-inch hole, which shall be off center, unless seal-down manholes are required. All covers must be domestically cast and so indicated by manufacturer name and "USA" in castings. Covers shall have "DANGER PERMIT REQUIRED – CONFINED SPACE DO NOT ENTER" cast onto the face as shown in Details W-20 and S-29.

Manhole rings and covers shall be manufactured to the dimensions shown on Details S-25, SW-10.10, and W-20 and shall be made from Class 30 gray iron, meeting the requirements of ASTM A48-94ae1. Covers shall have the appropriate facility name cast onto the face as shown in Details S-25, SANITARY SEWER; SW-10.10, STORM SEWER; or W-20, WATER.

Existing manholes that have been determined by the Transportation Director to be damaged shall be replaced by the Contractor.

B. Water Valve Boxes

Adjustable water valve boxes shall be Class 35 gray cast iron and manufactured in accordance with ASTM A48 and be of the dimensions specified in Detail W-17 of these specifications. Lids shall have the word "WATER" cast into the lid. See Detail W-18. All castings must be domestically cast and so indicated by the manufacturer's name and "USA" cast into all sections of the valve box. All castings must meet or exceed AASHTO H-20 load rating.

The Contractor shall provide new water valve boxes and lids that are approved by the City of Raleigh Public Utilities Department. The unit rate shall include the cost of purchase and installation.

2. Standard Procedures for Raising Manholes and Valve Boxes

- A. Adjustments on all manhole and valve boxes will not exceed a tolerance of more than ¼ inch from finished grade as measured with an 8-foot straightedge.
- B. Manholes and valve boxes will be centered and aligned for proper access to manhole or operating nut on valves. Necessary precautions will be taken to prevent debris from falling into these structures and interfering with proper operation of said utility.
- C. For valve boxes make a circular cut 1' from the outside edge of the valve box. Top section of each valve box shall be completely removed to allow proper tamping of materials before final adjustment is made.
- D. All material around manholes and valve boxes shall be tamped to a minimum of 95 percent compaction before placing concrete.
- E. Floor the inside of the manhole with some material to catch any debris that may fall inside the manholes during construction.
- F. For manholes, make a circular cut 2' from the outside edge of the manhole. With pick and shovel remove the broken debris down to a depth in accordance with City of Raleigh Standard Manhole Frame and Cover Detail Within Paved Surfaces.
- G. Remove the ring and cover and set it off to one side. Do not try to raise or adjust the manhole with the ring in place.
- H. Mix the mortar. Mortar shall be composed of one (1) part Portland Cement (and may contain not more than 10 percent lime, based on the volume of cement) and two (2) parts clean sand. Mortar will be mixed in a clean, tight mortar box or mechanical mixer and will be used within 45 minutes after mixing. It will be a fairly stiff mixture so it can be shaped.
- I. Starting on a solid foundation, raise the top of the manhole with a level, solid layer of mortar or mortar and bricks. If bricks are used, they must be laid solid leaving no voids or empty spaces. The final product must be a smooth, level area so that the entire width of the flange on the bottom of the manhole ring will be sitting on a solid, uniform bearing surface.
- J. After the manhole has been properly brought up to the desired level, set the ring back in place and fill the hole around the outside of the casting for a minimum depth of 8" with 3000 PSI ready-mix concrete having no more than a 4-inch slump.

- K. Set and leave a reflectorized barricade equipped with a working flashing warning light over the utility until such time required for the concrete to set/harden to a point where traffic will not damage the utility.
- L. The utility casting shall then be painted with reflectorized fluorescent paint to warn the traveling public of this condition.
- M. After the concrete has set, remove the flooring and any debris that has fallen into the manhole.
- N. Any utility raised more than one (1) inch above the existing grade shall have asphalt or NCDOT approved manhole safety ramp placed as a wedge around such utility.
- O. All utilities that are removed for milling shall have a steel plate of sufficient thickness to support vehicle traffic placed in the bottom of the excavation. The excavation shall be backfilled with compacted hot mix asphalt.
- P. If the decision is made by the Transportation Director to selectively utilize NCDOT approved risers, the Contractor shall provide and install manhole and water valve box risers immediately prior to resurfacing. No cast iron risers will be allowed for the adjustment of manholes.
- Q. All utility work areas shall be maintained in satisfactory condition until resurfacing occurs.
- R. **Final resurfacing shall wait at least 72 hours after the placement of concrete around utilities.**

3. Raised Manholes or Valve Boxes

No manholes or valve boxes shall be raised and left for a period of time greater than 14 days before the street is resurfaced. Should this period of time be exceeded, utility adjustments shall be suspended until the resurfacing of such streets has been completed.

4. Utility Adjustments for Milling

- A. The Contractor shall be required to adjust the manhole and water valve boxes prior to milling in accordance with Article 2 of this section.
- B. If the decision is made by the Transportation Director not to adjust (lower and raise) utilities on selected streets, asphalt shall be milled and/or chipped from around existing utilities to a depth equal to the new asphalt depth. Article 2.14 of this section shall also apply.
- C. Chipping around utilities shall only be performed by hand operated pneumatic tools or by pick and shovel. At no time shall heavy or mini track/wheel equipment be used to chip around utilities. As an alternative, small milling heads on backhoes, track loaders, or mini excavators may be used to chip the bulk of the material, with final cleanup around the utility done by hand tools.
- D. **Utilities removed for milling shall not be removed for more than 14 days. Should this period of time be exceeded, utility adjustments and milling on all other streets shall be suspended until utilities are raised on such streets.**
- E. Payment for the utility adjustments under this Article shall consist of the adjustment

down and the final adjustment after milling. Payments will be made for completed adjustments only.

5. Reused Manhole Frames and Lids

Manhole frames and lids removed for milling and designated for reuse shall be paired together. This may be done by labeling, numbering or other means that clearly identifies the frame and lid go together. Any manhole frames and lids returned for reuse that are not labeled will be replaced with new frames and lids at the contractor's expense.

**SECTION 5
SIDEWALK ACCESS RAMPS AND CURB AND GUTTER CONSTRUCTION**

1. Work

The Contractor shall complete the work in this section in strict accordance with City of Raleigh Standard Details for Curb Ramps and ACI Specifications. The project consists of constructing or reconstructing identified intersections with sidewalk access ramps. The location of each facility may vary due to existing catch basins, fire hydrants, poles, or other constraints. Prior to beginning any construction, each work site shall be examined by the Contractor and the Transportation Director, at which time the Transportation Director will give specific direction as to the concrete removal limits and location of the new facility.

2. Sidewalk Access Ramps Construction

Sidewalk access ramps shall be constructed in accordance with City of Raleigh Standard Details which are incorporated into the contract documents. Sidewalk access ramps shall generally be Single Type N-1A or R-1 and Double Type N-2, N-3, N-3A, or R-3 at the majority of locations. Some locations may require a shared ramp as shown in Standard Detail T-20.01.7. Pay limits are identified on the details however the shaded curb and gutter section of the details will be paid at the curb and gutter removal/replacement rate. The detectable warning surface is included as part of ramp pay limits. The detectable warning surface shall be yellow in color, cast-in-place and approved by the North Carolina Department of Transportation. Sidewalk removal and replacement within the pay limits shall be included in the concrete sidewalk access ramp unit rate. Sidewalk removal and replacement outside the pay limits will be paid at the appropriate contract unit rate.

Sidewalk access ramps shall be backfilled, landscaped, and completed no more than 3 days after construction. Should this period of time be exceeded, all sidewalk ramp construction shall be suspended until such ramps are completed.

3. Sidewalk And Access Ramp Removal

The Contractor shall be advised that when a portion of any area of concrete sidewalk or access ramp must be removed, all areas to be removed shall be defined by a machine sawed joint before removal. Any sidewalk or access ramp that is removed and not replaced shall be backfilled using suitable material free of large lumps, wood, or other undesirable material.

Brick pavers within existing sidewalk ramp locations being reconstructed shall be retained and neatly stacked for pickup by City of Raleigh staff.

Disposal of all waste material from construction sites shall be made in strict accordance with all City ordinances pertaining to disposal of construction waste. It shall be the responsibility of the Contractor to secure the necessary permits and provide all information required to secure said permits. The Contractor shall designate the disposal site prior to beginning construction, and in the event waste material is to be

disposed of on private property, a letter from the property owner shall be furnished to the Transportation Director granting the Contractor or their agent such permission and listing the requirements made by the property owner or the Contractor, if any.

The Contractor shall not use the right-of-way for storage of equipment or materials, etc.

4. Curb and Gutter Construction

Curb and gutter shall be constructed in accordance with City of Raleigh Standard Details for Curb Ramps and Curb and Gutter Standard Detail T-10.26.1. Curb and gutter removal and replacement in areas other than access ramps shall be of the same type as adjacent curb and gutter.

Payment for this item shall include removal, disposal and replacement of new curb and gutter in accordance with the specified slopes, dimensions, etc.

Curb depressions for sidewalk access ramps may be accomplished, when applicable, by the use of a machine sawed cut, utilizing equipment which has been specifically designed for this purpose and approved by the Transportation Director. A smooth transition shall be provided between the gutter section and the curb section. All sharp edges, which were created by the cutting operations, shall be beveled. Grinding if required shall be utilized to accomplish these items. Concrete debris shall be immediately removed from the job site. If any asphalt patching is needed due to damage during construction, the Contractor shall be responsible for repair of these items using hot plant mixed asphalt. If pavement patching is necessary, it shall be incidental to the work and not a pay item.

5. Subcontractors

The Contractors (bidders) are advised that subcontractors will be limited to a maximum of 50 percent (50%) of this contract. The successful bidder shall abide by the requirements set forth in Article 37 Subcontractors of the General Conditions.

6. Traffic Control

In addition to items set forth in the General Conditions, Articles 44 and 59, the Contractor shall provide adequate reflectorized barrels, barricades and traffic cones as directed by the Transportation Director, to protect the traveling public as well as pedestrian traffic. **In addition, the Contractor shall utilize Sidewalk Closed signs at every location in which the construction activity may interfere with pedestrian traffic.**

7. Granite Curb

The Contractor shall reshape the granite curb, in place, to the grade required by the detail drawings. This work will involve sawing, and or grinding to achieve the desired grade and a texture consistent with the original granite curb.

8. Measurement and Payment

- A. *Sidewalk Removal* will be measured and paid in square yards, measured along the surface of the actual sidewalk removed. Such price includes, but is not limited to, sawing the existing sidewalk, excavating, removal, disposal, backfilling, seeding, and mulching.
- B. *4" Sidewalk Replacement* will be measured and paid in square yards, measured along the surface of the completed and accepted work. Such price includes, but is not limited to, forming, furnishing and placing concrete, finishing, constructing and sealing joints, backfilling, seeding, and mulching.

- C. *6" Sidewalk Replacement* will be measured and paid in square yards, measured along the surface of the completed and accepted work. Such price includes, but is not limited to, forming, furnishing and placing concrete, finishing, constructing and sealing joints, backfilling, seeding, and mulching.
- D. *Sawcut and Removal of Concrete Curb* will be measured and paid in linear feet, measured along the surface of the top of the concrete curb. Such price includes sawing the existing curb, removal of debris, and beveling or grinding sharp edges.
- E. *Sawcut and Removal of Granite Curb* will be measured and paid in linear feet, measured along the surface of the top of the granite curb. Such price includes sawing the existing curb, removal of debris, and beveling or grinding sharp edges.
- F. *Curb and Gutter Removal/Replacement* will be measured and paid in linear feet, accepted in place. Measurement will be made along the surface of the top of the curb. Such price includes sawing the existing curb and gutter, removal of debris, forming, furnishing and placing concrete, finishing, constructing and sealing joints, backfilling, seeding, and mulching.
- G. *Concrete Sidewalk Access Ramps* will be measured and paid in units of each. Ramps shall be constructed in accordance with the Standard Details. Pay limits are identified on the Standard Details and in Provision 2 of this Section. Curb and gutter removal/replacement shall be paid as a separate line item. Single ramps shall be paid as 1 unit, double ramps as 2 units, and shared ramps as 2 units. Such price includes, but is not limited to, sawing the existing sidewalk or driveway, removal and disposal of sidewalk, excavating, forming, furnishing and placing concrete, constructing and sealing joints, backfilling, seeding, and mulching. Furnishing and installing the detectable warning surface shall be included as part of the ramp.

SIDEWALK ACCESS RAMP SPECIFICATIONS

North Carolina General Statute 136-44.14 requires that all street curbs being constructed or reconstructed for maintenance procedures, traffic operations, repairs, corrections of utilities, or altered for any reason after September 1, 1973 shall provide sidewalk access ramps for the physically handicapped at all intersections where both curb and gutter and sidewalks are provided and at the other points of pedestrian flow.

In addition, Section 228 of the 1973 Federal Aid Highway Safety Act requires provision of curb ramps on any curb construction after July 1, 1976 whether a sidewalk is proposed initially or is planned for a future date.

The Americans with Disabilities Act (ADA) of 1990 extends to individuals with disabilities comprehensive civil rights protections similar to those provided to persons on the basis of race, sex, national origin, and religion under the civil rights act of 1964. The adopted curb ramps have been designed to comply with Title III of the ADA that became effective on January 26, 1992.

City of Raleigh standard curb ramps have been developed in accordance with the Americans with Disabilities Act (ADA) and Public Right of Way Access Guidelines (PROWAG).

Sidewalk access ramps shall be provided at locations as shown on the plans or as directed by the Transportation Director. Sidewalk access ramps shall be located as indicated in these details; however, the location may be adjusted as directed by the Transportation Director where existing light poles, fire

hydrants, drop inlets, or other constraints affect placement.

The Contractor shall at no time remove any street sign without prior approval from the Transportation Director.

1. Subgrade Preparation

The subgrade for sidewalks and access ramps shall be formed by excavating to the required depth, shaped to the proper cross-section, and shall be thoroughly compacted by rolling or tamping before placing any concrete.

2. Forms

Forms used in constructing sidewalks shall be of wood or metal, of the full depth of the concrete, straight, free from warp, and of sufficient strength, and/or of a flexible material pre-approved before construction by the Transportation Director as to allow for narrowing, mounding, and curving of walks. They shall be staked securely enough to resist the pressure of the concrete without springing. If of wood, they shall be of two (2) inch surfaced plank. All forms shall be subject to the approval of the Transportation Director. All wood forms shall be thoroughly wetted and metal forms oiled before placing concrete. All forms shall be thoroughly cleaned before re-use.

3. Placing Concrete

No concrete shall be placed until the forms and subgrades have been approved by the Transportation Director. The subgrade shall be thoroughly wetted and the concrete shall be placed thereon in one course to the required depth. The concrete shall be consolidated and struck off with a template to the required grade and cross section.

4. Joints

Contraction joints shall be provided uniformly to separate the slab and shall be cut in a straight line to a depth equal to at least one-third (1/3) of the total slab thickness. The joint shall be not less than one-eighth (1/8) inch no more than one-fourth (1/4) inch in width.

5. Finishing

After the freshly poured concrete has been brought to at the established grade, it shall be floated to produce a surface free from irregularities. The final surface shall be obtained by troweling with a steel trowel or hand float and brushing lightly with a light weight brush in a transverse direction so as to produce a uniform gritty surface of the proper texture. All edges and joints shall be rounded to one-fourth (1/4) of an inch.

6. Cold Weather Pouring

Concreting operations shall not be undertaken or continued when the surrounding air temperature is below 40°F or the local weather reports indicate the possibility of temperatures of 32°F or lower within the ensuing 24 hours unless provisions are made to insulate or heat the concrete in a manner satisfactory to the Transportation Director. In any event, the Contractor shall plan and protect his/her work in a manner which will assure satisfactory results. Any concrete damaged by freezing shall be removed and replaced by the Contractor at his/her own expense.

Concrete, when deposited in the forms, shall have a temperature of not less than 50°F or more than 90°F. The concrete shall be maintained at a temperature of not less than 50°F for a period of at least 72 hours in

the case of normal concrete or 24 hours when high early cement is used. Concrete shall not be deposited on a frozen subgrade.

The North Carolina Department of Transportation Standard Specifications for Roads and Structures, Latest Edition Section 420-7 "Placing Concrete in Cold Weather" (A), (B), and (C) will be strictly adhered to for this alternate, unless directed by the Transportation Director.

7. Hot Weather Concreting

The maximum allowable concrete temperature shall be limited to 95°F. Deliver and discharge concrete within 1-1/2 hours or before the truck-mixer has revolved 300 revolutions, whichever comes first.

8. Removal of Forms and Backfilling

After the concrete has set sufficiently the forms shall be removed and the spaces on both sides shall be immediately backfilled with suitable earth uniformly spread and compacted. The areas between the curb and sidewalk and immediately back of the sidewalk shall be left in a smooth, neat, and workmanlike condition. When necessary the backfill material will be sloped further to account for change in slope or grade as directed by the Transportation Director.

Special attention shall be given in the seeding and mulching in the established areas. **Lawn quality care shall be taken and appropriate seed used to match existing lawn types on a lot per lot basis.**

Seeding, mulching, and seedbed preparation shall be approved by the Transportation Director prior to acceptance and payment. Backfilling, seeding and mulching is considered incidental to the completion of the sidewalk access ramp and as such no separate pay item is included.

9. Removal of Defective/Damaged Work

The Transportation Director shall have the authority to and shall require the removal of any sidewalk laid under these specifications which does not conform to the requirements as set forth herein or existing sidewalk damaged by the Contractor. Upon notification by the Transportation Director, the Contractor shall take immediate action to correct the faulty work, or damaged work, at the Contractor's own expense.

10. Construction Water

- A. Contractors are responsible for securing adequate construction water for their job sites.
- B. All construction water usage must be metered and will be billed to the Contractor. The Contractor must contact the Public Utilities Department, Meter Services Division (919-996-2742) to make the applicable arrangements for billing the water usage. The Contractor may not provide his/her own meter. Upon advance notice to the Public Utilities Department, a meter equipped with a backflow device can be rented at the expense of the Contractor.
- C. Construction water for all City contract projects shall be billed by the City of Raleigh, Public Utilities Department.
- D. Contractors must furnish the following information for water usage.
- E. Meter location and project name.
- F. Address where applicable and responsible party name.

- G. Duration of use and frequency of meter reading.

SECTION 6

MILLING / PAVEMENT REHABILITATION

1. Work

- A. The work covered in this section consists of milling bituminous pavement at locations, depths, and widths as indicated in the schedule of provision or as directed by the Transportation Director. Edge Milling shall be at least 4' in width. Butt joints may be required at intersecting streets. Butt joints will be paid at the Edge Milling rate. The work includes removing, transporting, and disposing of the milled material, cleaning the milled pavement surface, all incidental clean-up and all traffic control.
- B. Prior to construction, the Contractor shall carefully examine each signalized intersection for vehicle sensors. When encountered, the Contractor shall contact the City of Raleigh Transportation Operations Division, Traffic Signal Shop at 919-996-6020 for coordination of construction and sensors relocation.
- C. The Contractor shall work with the City Inspections staff to identify drainage issues and assist in determining a course of action to resolve.
- D. The milled material shall become property of the Contractor and shall be disposed of by the Contractor in areas provided by him in accordance with City ordinances pertaining to disposal of construction waste.
- E. Apre-construction meeting shall be held a minimum of two weeks before the actual construction of this section. The general contractor, the milling contractor and any additional subcontractors who will be participating in this construction shall attend. During this meeting discussion will involve scheduling of the different construction phases as well as traffic control and any other related items. **The Contractor shall submit for approval specific traffic control plans for each of the milling locations. As a general note, total road closures will not be permitted.**
- F. **Temporary pavement markings shall be installed as directed in the Pavement Markings portion of this contract. The pavement markings shall be installed as soon as the milling operations will allow. The milled pavement surface shall be thoroughly cleaned of all loose aggregate particles, dust, and other objectionable material before temporary pavement markings are installed.**
- G. Once the street is milled, notification signs (ROUGH OR UNEVEN PAVEMENT, and BUMP AHEAD) shall be erected and maintained until the street is resurfaced.

2. Equipment

- A. Equipment shall include a self-propelled unit capable of removing the existing bituminous pavement to the depths, widths, and typical sections as indicated in the schedule or provisions or as directed by the Transportation Director. The equipment shall have been designed and built exclusively for pavement milling operations and shall have sufficient power, traction, and stability to accurately maintain depth of cut and slope. The milling machine shall be equipped with a grade control system, which will automatically control the longitudinal profile and cross slope of the pavement surface. The machine

shall be capable of leaving a uniform surface suitable for handling traffic without excessive damage to the underlying pavement structure.

- B. Additional equipment necessary to satisfactorily remove the pavement in the area of curb and gutter, and other obstructions shall be provided. The milling equipment shall be equipped with a means of effectively limiting the amount of dust escaping from the removal operations in accordance with local, state, and federal air pollution control laws and regulations.

3. Construction Requirements

- A. The existing pavement shall be milled in a manner which will restore the pavement surface to a uniform longitudinal profile and cross section at the locations as indicated in the schedule of provisions or at locations as directed by the Transportation Director where indicated the asphalt removal shall be to a specified depth and shall produce a specific cross slope. The Contractor shall mill intersections and other irregular areas as indicated in the schedule of provisions or as directed by the Transportation Director. The milling shall extend from curb to curb, with excess asphalt material being removed to expose the existing face of curb and gutter.
- B. The Contractor may elect to make multiple cuts to achieve the required depth of cut or to achieve the desired cross slope.
- C. **The milling equipment shall be operated in such a manner as to prevent damages to the underlying pavement structure, utilities, drainage facilities, curb and gutter, paved surfaces outside the milled area, and any other appurtenances. Any damages to the above stated areas shall be replaced or repaired at no cost to the City.** The milled pavement surface shall be reasonably smooth and free of excessive scarification marks, gouges, ridges, continuous groves, or the damage as determined by the Transportation Director. All butt joints shall be straight and true. Any leveling or patching required as a result of negligence by the Contractor shall be repaired with hot bituminous plant mix at no cost to the City of Raleigh and in a manner acceptable to the Transportation Director. The Contractor shall coordinate the adjustment of manholes, meter boxes, and valve boxes and resurfacing with the milling operation.
- D. **Catch basins and drop inlets shall be protected from milling debris by use of filter materials or other means that will prevent debris from entering the City stormwater system. Any debris that enters catch basins and drop inlets shall be removed by the Contractor.**
- E. **Wash water from milling machines shall be filtered by use of stormwater filter devices for catch basins and drop inlets. Stormwater filter devices shall be submitted for approval prior to work starting. Failure to use stormwater filter devices shall be considered an “illicit discharge” as defined in Code of Ordinances Part 13, Chapter 5.**
- F. **The milled pavement surface shall be thoroughly cleaned of all loose aggregate particles, dust, and other objectionable material, by the use of an approved street sweeper. Street sweepers to be utilized shall be of the Vacuum or Regenerative Air Sweeper type with a minimum six (6) cubic yard capacity. No mechanical sweepers will be allowed, except to assist the above noted approved sweeper types.** The Contractor can also utilize additional equipment as necessary for this removal. This debris shall not be allowed to accumulate on the Right-of-Way, private property, sidewalks, or driveways. If this occurs, it shall be cleaned off immediately.

4. Mill & Fill Operations

Streets designated as Mill & Fill shall have lanes milled, cleaned, and paved back by the end of the work shift. Traffic is not allowed to ride on the milled surface. Utility adjustments and patching, as needed, shall be performed prior to the Mill & Fill operation. Mill & Fill operations shall be performed within 7 days after patching is completed on such streets. Any utilities damaged during milling shall be repaired or replaced as soon as possible at no cost to the City. The Mill & Fill unit rate will be used for streets designated as such. This rate is not in addition to any other milling rate.

5. Working Hours/Days of the Week

Working hours/days of the week will be as follows:

A. Daylight hours

Working hours may be adjusted if the planned construction schedule will involve working on any 9:00 a.m. to 4:00 p.m. type streets or if the construction will disrupt any Church activity on Sunday.

All City noise ordinances will be observed.

6. Traffic Control

Articles 28, 33, 35, and 59 of the General Conditions shall be strictly adhered to. Refer to Section 1.5 of the Milling Special Provisions; during the milling pre-construction meeting the Contractor shall submit the work schedule for the milling work to include traffic control plans, order of completion of the various phases of work etc. Total road closures will not be allowed. The schedule shall also include a resurfacing schedule for this portion of the work. The Contractor will be required to utilize “Uneven or Rough Pavement Ahead”, “Bump Ahead”, signs etc., as directed by the Transportation Director. The city of Raleigh Communications Department shall be contacted well in advance of this work for advertisements of construction activity. Further the Contractor will distribute letters of notification (approved by the Transportation Director) to all residents and or businesses that will be affected by this work. Signing of the street as outlined in Article 35 of the General Conditions will apply.

7. Patching

The Contractor shall be responsible for pavement patching on all streets which have been milled. Milled pavement areas, in which exposed subgrade materials are present after the milling has been completed, shall be patched no later than the end of the work day. If there are legitimate circumstances in which the Contractor is unable to patch exposed subgrade areas the same day, a thin layer of asphalt shall be placed over the area and maintained at no cost to the City until the area can be patched. A minimum depth of 2 inches of patching material shall be utilized. Additional areas shall be patched as directed by the Transportation Director. All patching shall be performed as per the special provision section as outlined in the Pavement Patching portion of this Contract. Payment of pavement patching shall be in accordance with the unit prices as noted in the Pavement Patching portion of this contract. Milled pavement areas, patches and all work areas must be maintained in satisfactory condition until resurfacing occurs.

8. Measurement and Payment

The quantity of milled bituminous pavement to be paid for will be the actual number of square yards of pavement surface which has been milled in accordance with the requirements of this section. In measuring this quantity, the length will be the actual length milled, measured along the pavement surface.

The width will be the actual width milled measured along the pavement surface, including any incidental areas which require removing, i.e. small areas adjacent to curb and gutter, etc.

9. Special Conditions

Millbrook Exchange Park.

- i. Work hours shall begin at 10pm and end at 7:00am
- ii. Work shall be scheduled as to not conflict with operational hours.
- iii. Work shall be performed under a full parking lot/road closure.

SECTION 7

PAVEMENT PATCHING

1. Pavement Patching:

The Contractor shall repair the existing pavement in pre-designated areas. The work shall consist of removing the existing material to a depth as directed by the Transportation Director below the existing finished grade, compacting the excavated area, and placing and compacting Asphalt Concrete Intermediate Course, Type I19.0C in the excavated area.

The Contractor will be responsible for providing, installing, and maintaining all temporary traffic control during pavement patching operations.

The Contractor shall excavate in areas as directed by the Transportation Director to the depth directed. Excavation shall be neatly squared with clean vertical sides. All loose material shall be removed from the excavated area. If the subgrade materials are disturbed, the Transportation Director may require the subgrade materials to be recompacted utilizing compaction equipment suitable for this purpose. Existing pavement areas shall be tacked and bituminous material shall be placed in even, uniform lifts. Bituminous material shall be compacted using steel wheeled mechanical compaction equipment, in accordance with current NCDOT standards.

The finished surface shall be smoothed and shaped to provide a final compacted surface grade consistent with the adjacent existing pavement grades. The final surface grade of the patch shall be within one-eighth inch (1/8" ±) of the adjacent existing pavement and grade. Any patch areas more than one-eighth inch (1/8" ±) above adjacent existing pavement shall be milled to proper grade at Contractor's expense.

All pavement patching areas shall be maintained in satisfactory condition until resurfacing occurs.

Payment for the item Pavement Patching shall be compensation for excavation and compaction of repair areas, removal and disposal of existing pavement and base material, tacking pavement areas, and furnishing, placing, compacting bituminous materials.

Payment for Pavement Patching shall be determined by the actual tons of bituminous material placed and verified by delivery tickets. Adjustments in compensation due to variations in the price of asphalt cement will not be applicable to payment for the work covered by this section. The number of batches and total weight of all loads of mixture shall be recorded in duplicate upon plant ticket forms. With each load delivered to the work, the truck driver shall present one copy of the plant ticket to the Transportation Director or his representative.

SECTION 8

THERMOPLASTIC PAVEMENT MARKINGS

The project will include the furnishing and placement of Thermoplastic Alkyd/Maleic Retroreflective Pavement Markings in the form of lines and symbols of the type specified herein. The work shall be performed in strict accordance with NCDOT Standard Specifications for Roads and Structures (Latest Edition) Section 1205.

Revise the *2018 Standard Specifications* as follows:

Page 12-6, Subarticle 1205-4(A)(1) General, lines 5-8, delete the second sentence and replace with the following:

Use application equipment that provides multiple width settings ranging from 4 inches to 12 inches and multiple thickness settings to achieve a minimum pavement marking thickness of 0.090 inch above the surface of the pavement.

Page 12-7, Table 1205-3, THICKNESS REQUIREMENTS FOR THERMOPLASTIC, replace with the following:

TABLE 1205-3 MINIMUM THICKNESS REQUIREMENTS FOR THERMOPLASTIC	
Thickness	Location
90 mils	In-lane and shoulder-transverse pavement markings (rumble strips). May be placed in 2 passes.
90 mils	Center lines, skip lines, transverse bands, mini-skip lines, characters, bike lane symbols, crosswalk lines, edge lines, gore lines, diagonals, and arrow symbols

Pavement markings shall be applied within 24 hours of resurfacing. **If pavement markings are not installed within the 24-hour period, additional resurfacing shall not be permitted.**

Temporary pavement markings on milled surfaces shall be installed as soon as milling operations allow. The milled pavement surface shall be thoroughly cleaned of all loose aggregate particles, dust, and other objectionable material before temporary markings are installed.

Interim marking paint shall be covered with thermoplastic pavement marking within 30 calendar days of placement. **Should this period of time be exceeded, all resurfacing operations shall be suspended until thermoplastic pavement marking material is applied and completed on such streets.**

If the pavement marking plans and NCDOT standards conflict, the Transportation Director shall be notified prior to the installation of such work.

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INFORMATION FOR BIDDERS REGARDING COMPLIANCE WITH THE CITY OF RALEIGH'S MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) PROGRAM

Policy

In accordance with North Carolina law, the City of Raleigh encourages and provides an equal opportunity for Certified Minority and Women-Owned Business Enterprises (MWBE) to participate in all aspects of the City's contracting and procurement programs.¹ The prime contractor or a first-tier subcontractor on a construction manager at risk (CMAR) project (collectively, "Bidder") shall be required to identify participation of MWBE businesses in its proposal, and document how that participation will be achieved. Bidders are subject to the City's MWBE subcontracting requirements (including good faith efforts as applicable), regardless if a Bidder is itself a Certified MWBE.¹

The City has an aspirational goal of 15% of the total contract amount to be performed by MWBE businesses in contracts awarded by the City for: (i) construction and building projects of \$300,000 or more; and (ii) construction and building projects of \$100,000 or more that have any state funding.

Definitions

Certified Minority Business (MWBE)

A business which:

- a. At least fifty-one percent (51%) is owned by one or more Minority Persons or Socially and Economically Disadvantaged Individuals; or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more Minority Persons or Socially and Economically Disadvantaged Individuals;
- b. The management and daily business operations are controlled by one or more Minority Persons or Socially and Economically Disadvantaged Individuals; and
- c. Is certified in one of the MWBE categories as defined by the NC Department of Administration/Historically Underutilized Business (HUB) and the NC Department of Transportation/Disadvantaged Business Enterprise (DBE).

Minority Person

A person who is a citizen or lawful permanent resident of the United States and who is:

- a. Black, that is, a person having origins in any of the black racial groups in Africa;
- b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
- c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia, Asia, the Indian subcontinent, or the Pacific Islands;
- d. American Indian, that is, a person having origins in any of the original peoples of North America; or
- e. Non-minority Female.

Socially and Economically Disadvantaged Individual

Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities. Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged.³

¹ See, N.C.G.S. §§ 143-128.2, 143-128.4, 143-129, and 143-131.

² See, City of Raleigh SOP 505-2.

³ See, 15 U.S.C. 637.

Bidder Responsibilities

Bidders agree to comply with all the terms and conditions of the City of Raleigh's Minority and Women-Owned Business Enterprise (MWBE) Program. Bidders must use good faith efforts (if applicable) to meet participation goals through the award of subcontracts to certified MWBE businesses consistent with City policy and North Carolina law.

Pre-Bid Opening

The City's Solicitation Documents include forms that: (a) capture information about MWBEs and any other subcontractors or suppliers that a Bidder intends to use on a contract ("Identification of MWBE Participation") and (b) affidavits to be completed by the Bidder.

Identification of MWBE Participation

The "Identification of MWBE Participation" must be completed by the Bidder on the City's form and submitted with its bid. If the project work is to be self-performed by the Bidder, the Bidder must so designate by checking the appropriate box on the form. For all Bidders which will not be self-performing the project work, the "Identification of MWBE Participation" form must be completed in its entirety. The Bidder must list on the City's form all MWBE businesses which will be construction subcontractors, vendors, or suppliers (collectively, "Subcontractors") on the project, and the total dollar value of its bid that will be performed by MWBEs. The failure to complete the "Identification of MWBE Participation" form in its entirety, or the failure to submit a completed "Identification of MWBE Participation" form with its bid, will render the bid non-responsive and the Bidder's bid will not be considered for award. The City will only credit MWBE participation for those Subcontractors listed on the "Identification of MWBE Participation" form.

Affidavit A: Listing of Good Faith Efforts

If the Bidder intends to subcontract any portion of the project work on a contract, an Affidavit A must be properly executed and submitted with its bid, listing the good faith efforts the Bidder made to achieve MWBE subcontracting goals for the contract prior to submitting its bid. The Affidavit A must be completed using the City's form. A minimum of fifty (50) good faith efforts points is required, the failure to achieve at least 50 points is grounds for rejection of a bid.

Affidavit B: Intent to Perform Contract with Own Workforce

In lieu of an Affidavit A, a Bidder that intends to perform 100% of the project work on a contract with its own current workforce may submit an Affidavit B with its bid. In submitting an Affidavit B, a Bidder certifies that the Bidder does not customarily subcontract elements of this type of project, and normally performs, has the capability to perform, and will perform all elements of the project work on the contract with its own current workforce. The Affidavit B must be completed using the City's form.

The failure to submit a properly executed Affidavit A or Affidavit B with a bid will render the bid non-responsive and the bid will not be considered for award.

Bid Opening

At the project bid opening, the total MWBE participation for each bid will be recorded. Upon being named the apparent low bidder, the Bidder must comply with the following:

- a. If the Bidder submitted an Affidavit B with its bid indicating its intent to perform 100% of the project work on the contract with its own current workforce, then the Bidder is not required to resubmit its Affidavit B or to submit any additional affidavits (i.e., Affidavit C or Affidavit D). The City, in its discretion, may request that the Bidder submit additional information or documentation, including, but not limited to, information relating to the Bidder's subcontracting history and its ability to perform all elements of the project work on the contract with its own current workforce.

- b. If the Bidder submitted an Affidavit A with its bid and the amount of MWBE participation as a percentage of the total contract price meets or exceeds the applicable goal, then the Bidder must submit to the City an Affidavit C within three (3) business days after being notified by City Staff that it is the apparent low bidder. The Bidder must complete the Affidavit C in its entirety using the City's form.
- c. If the Bidder submitted an Affidavit A with its bid and the amount of MWBE participation as a percentage of the total contract price does not meet the applicable goal, then the Bidder must submit an Affidavit D to the City within three (3) business days after being notified by City Staff that it is the apparent low bidder. The Bidder must complete Affidavit D in its entirety on the City's form. In conjunction with the Affidavit D, the Bidder must include supplemental documentation of the good faith efforts made to meet the applicable goal. The City, in its discretion, may request that the Bidder submit additional information or documentation, including, but not limited to, information or documentation relating to any good faith efforts claimed by the Bidder, and completion of the City's Good Faith Negotiation Form and Solicitation Form. Good faith efforts can be demonstrated using, among other factors, the following:
 - i. Attending pre-solicitation or pre-bid meetings that are scheduled by the City to inform MWBE firms of contracting, subcontracting, and supply opportunities.
 - ii. Advertising in general circulation, trade association, or minority-focus media concerning subcontracting opportunities.
 - iii. Providing written notice, to a reasonable number of specific MWBE firms that their interest in the contract is being solicited, at least 10 days before bids are due, to allow MWBE firms time to participate.
 - iv. Following up initial solicitation of interest by contacting MWBE firms to determine with certainty whether the MWBE firms are interested.
 - v. Identifying and selecting portions of the work to be performed by MWBE firms in order to increase the likelihood of MWBE participation (including where appropriate, breaking down contracts into economically feasible units to facilitate MWBE participation).
 - vi. Providing interested MWBE firms with equal access to plans, specifications, and requirements of the contract.
 - vii. Negotiating fairly with interested MWBE firms, not rejecting MWBE firms as unqualified without sound reasons based on a thorough investigation of their capabilities.
 - viii. Using the services of the City's MWBE office; available minority community organizations; minority contractors' groups; local, state, and federal minority business offices; and other organizations that provide assistance in the recruitment and placement of MWBE firms.
 - ix. Assisting interested MWBE firms in need of equipment, loan capital, lines of credit or joint pay agreements to secure loans, supplies or letters of credit, including waiving credit that is ordinarily required.
 - x. Assisting interested MWBE firms in obtaining bonding, insurance, or providing alternatives to bonding or insurance for Subcontractors.
 - xi. Negotiating joint venture and partnership arrangements with minority businesses to increase the opportunities for minority participation when possible.
 - xii. Provide for quick pay agreements and policies to enable minority contractors and suppliers to meet cash flow demands.

For each unmet MWBE participation goal, for which an Affidavit D is submitted, a Bidder must earn at least fifty (50) good faith efforts points. The failure to achieve at least fifty (50) points is grounds for rejection of a bid. All

actions necessary to earn good faith efforts points must occur prior to bid opening. In determining whether a Bidder has made good faith efforts, the City will evaluate the efforts made by the Bidder and will determine compliance with regard to quantity, intensity, and results of these efforts prior to recommendation of award.

Post-Award

Payment

For purposes of this section the word "Contractor" means both the prime contractor and the CMAR for CMAR projects. The Contractor must submit a completed **Payment Affidavit - Subcontractor/ Supplier Utilization Form** with each payment application, including periodic payments and final payment. Payment applications will not be processed by the City until a completed Payment Affidavit - Subcontractor/ Supplier Utilization Form is submitted. Within seven (7) days of receipt by the Contractor of a periodic or final payment from the City, the Contractor must pay each first-tier Subcontractor based on work completed or services provided under each subcontract. If the Contractor has made a quick pay commitment with any MWBE Subcontractor, they must comply with the provisions of their quick paycommitment.

Changing a Certified MWBE Subcontractor

If the situation arises that it becomes necessary to terminate, replace, or reduce the work of a MWBE Subcontractor counted toward a committed MWBE subcontracting goal, the Contractor must submit a completed **Request to Change MWBE Subcontractor** form to the applicable department project manager and the City's MWBE Program Manager. Any change in the work of a MWBE Subcontractor, including its termination and/or replacement, must first be approved by the City based upon good cause shown. Any further explanation or detail to the City in addition to what is identified in the Request to Change MWBE Subcontractor form must be on company letterhead. Good faith efforts shall apply to the selection of any substitute Subcontractor.

ACKNOWLEDGMENT OF MWBE POLICY

The City's policy is to encourage bidders in the participation of MWBE businesses. A presentation of that policy has been made at the pre-bid or pre-proposal conference. By submission of a bid or proposal in response to this solicitation, the Bidder acknowledges consents to all the terms and conditions of the City of Raleigh Minority and Women-Owned Business Enterprise (MWBE) Policy. A copy of the policy may be provided upon request by the MWBE Program Office or online at www.raleighnc.gov.

Bidder recognizes that the City of Raleigh encourages and provides equal opportunity for MWBE businesses to participate in all aspects of the City's contracting and procurement. The City's MWBE participation aspirational goal is at least fifteen percent (15%) of the total contract amount to MWBEs on construction projects of \$300,000 or more and building related contracts of \$100,000 or more that include any State funding. The Bidder on the subject Contract/Proposal must document good faith efforts to provide meaningful participation by MWBEs in the performance of the Contract. Bidder agrees that the City may reject a bid for MWBE Policy violations, including but not limited to, providing inaccurate information or for failure to provide required MWBE documentation.

The Prime Contractor will be required to identify participation of MWBE businesses and how that participation will be achieved. Bidder must identify anticipated subcontractors, including any Minority & Women-Owned Businesses, intended to be used. Bidder further agrees, if awarded a Contract, it will, upon request, submit to the City, the proper affidavit identifying the workforce actually utilized on the Contract. All MWBE related bid documents have been provided to the Bidder. MWBE information provided by the Bidder is subject to the NC Public Records Act. Bidder acknowledges that the City must be notified of any change of subcontractors, suppliers, or subconsultants.

To the extent permitted by North Carolina law, the Bidder, their agents, officials, contractors, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Contract/Proposal. The Bidder further agree, to the extent permitted by law, to conform with the provisions and intent of City of Raleigh Ordinance 1969-889, as amended. This provision is hereby incorporated herein for the benefit of the City of Raleigh and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as provided by law. This provision shall be binding on the successors and assigns of the parties with reference to the subject matter of the Contract/Proposal.

I have read and understand the City of Raleigh's MWBE policy.

Signature

Printed Name and Title

Company

Date

AFFIDAVIT A
Listing of Good Faith Efforts (GFE)

Affidavit of _____
(Name of Bidder)

Project Name			
Project Number			
Total Project Bid		Bid Submittal Date	

Total Available GFE Points: 155		Minimum Number GFE Points Required: 50
POINTS	GOOD FAITH EFFORT (GFE)	
<input type="checkbox"/>	10	Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government-maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
<input type="checkbox"/>	10	Made construction plans, specifications and requirements available for review by prospective MWBE businesses or provided these documents at least 10 days before bids are due.
<input type="checkbox"/>	15	Broken down or combined elements of work into economically feasible units to facilitate MWBE business participation.
<input type="checkbox"/>	10	Worked with MWBE businesses trade, community, or contractor organizations identified by the MWBE Office and included in the bid documents that provide assistance in recruitment of MWBE businesses.
<input type="checkbox"/>	10	Attended pre-bid meetings schedule by the public owner.
<input type="checkbox"/>	20	Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
<input type="checkbox"/>	15	Negotiated in good faith with interested MWBE businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a MWBE business based on lack of qualification should have the reasons documented in writing.
<input type="checkbox"/>	25	Provided assistance to MWBE businesses in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBE businesses in obtaining the same unit pricing with the bidder's suppliers in order to help MWBE businesses in establishing credit.
<input type="checkbox"/>	20	Negotiated joint venture and partnership arrangements with MWBE businesses in order to increase opportunities for MWBE businesses participation on a public construction or repair project when possible.
<input type="checkbox"/>	20	Provided quick pay agreements and policies to enable MWBE business contractors and suppliers to meet cash flow demands.
Total GFE Points _____		

The undersigned certifies the preceding representation is a true and accurate statement of Good Faith Efforts made toward the participation of MWBE businesses in the performance of this Project/Contract. Failure to provide accurate and truthful information is a violation of the City of Raleigh MWBE Policy and may result in the sanctions prescribed therein.

This the ____ of _____, 20 ____
Signature

Printed Name/Title

AFFIDAVIT B
Intent to Perform Contract with Own Workforce

Affidavit of _____
(Name of Bidder)

Project Name			
Total Project Bid		Bid Submittal Date	
Project Number			
<input type="checkbox"/> PRIME IS MWBE	Classification: _____	<input type="checkbox"/> Certified with NCHUB	<input type="checkbox"/> Certified with NCDOT-DBE

*MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

The Bidder hereby certifies having read and understood the City of Raleigh MWBE Policy, and affirms that it is the intent of the Bidder to **perform 100% of the work** required for the above-named Contract.

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 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 Raleigh 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 Minority and Women-Owned Business Enterprises (MWBEs), as applicable, where possible.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____

State of North Carolina, County of _____

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

Notary Public _____ My commission expires _____

SEAL

AFFIDAVIT C
MWBE SUBCONTRACTOR UTILIZATION COMMITMENT

This affidavit is to be provided by the Prime Contractor within three (3) business days after notification by the City of being the apparent lowest, responsible, responsive bidder (LRRB) if the portion of the work to be performed by MWBE Businesses equals or exceeds fifteen percent (15%) of the total contract price. *Copy this Form as needed.*

SECTION 1. PROJECT INFORMATION

Project Name			
Project Number		City Department	
Project Manager			
Phone Number		Email Address	
Bidder		Contact Name	
Phone Number		Email Address	
<input type="checkbox"/> PRIME IS MWBE	Classification: _____ <input type="checkbox"/> Certified with NCHUB <input type="checkbox"/> Certified with NCDOT-DBE	Bid Submittal Date	
Prime to Perform	\$ _____	Prime to Perform	_____ %

Total Base Bid Amount \$ _____

Total Contract Amount (including Contingency) \$ _____

Total MWBE Subcontractor / Supplier Utilization \$ _____

Percent MWBE Subcontractor Utilization (Total MWBE \$ divided by Total Base Bid) _____ %

SECTION 2. MWBE SUBCONTRACTORS

Complete the chart below for all MWBE subcontractors to be used on this Project/Contract regardless of dollar amount.

Company Name	Contact Information (Name, Email, Phone)	MWBE Classification	Description of Services	Percentage of Total Contract	Total Projected Utilization (\$)

*MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

Letters of Intent Submitted Upon Notice from the City

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 for each MWBE listed on Affidavit C. Each Letter of Intent must be executed by both the MWBE and the Bidder. The City shall not count proposed MWBE utilization for which it has not received a Letter of Intent by this deadline.

Adding Subcontractors or Suppliers After Submitting This Form

Nothing in this Affidavit shall be deemed to preclude you from entering into subcontracting arrangements after submission of this form. However, per the City of Raleigh MWBE Policy, you must comply with the following:

- You must maintain the level of MWBE participation proposed on this Affidavit throughout the duration of the Contract, except as may be otherwise specifically allowed by the City.
- If you need to terminate or replace a MWBE, you must complete a Request to Change a MWBE Subcontractor Form.
- 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 subcontracted, then you must comply with City of Raleigh MWBE Policy, including Good Faith Efforts.
- A Letter of Intent must also be submitted for each MWBE you add subsequent to contract award.

Signature

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

- a. You have complied with all provisions of the City of Raleigh MWBE Policy;
- b. The information provided is a true and accurate statement of MWBE businesses intended to be used as subcontractors, subconsultants, or suppliers in the performance of this Project/Contract; and
- c. Failure to provide accurate and truthful information or to properly document such compliance in the manner and within the time periods established by the City of Raleigh MWBE Policy shall constitute a violation of the City of Raleigh MWBE Policy and may result in the sanctions prescribed therein, including rejection of your bid.

This the ___ of _____, 20_____

Signature

Printed Name/Title

AFFIDAVIT D
GOOD FAITH EFFORTS (GFE) AND STATEMENT OF GFE COMPLIANCE

This affidavit is to be provided by the Prime Contractor within three (3) business days after notification by the City of being the apparent lowest, responsible, responsive bidder (LRRB) if the Bidder has not fully met the established MWBE Goal (15%) for this Project. The Bidder must document it has met the GFE requirements by completing this Form. GFE Points will be calculated independently by the City.

SECTION 1. PROJECT INFORMATION

Project Name			
Project Number		City Department	
Project Manager			
Phone Number		Email Address	
Bidder		Contact Name	
Phone Number		Email Address	
<input type="checkbox"/> PRIME IS MWBE	Classification: _____ <input type="checkbox"/> Certified with NCHUB <input type="checkbox"/> Certified with NCDOT-DBE	Bid Submittal Date	
Prime to Perform	\$ _____	Prime to Perform	_____ %

Total Base Bid Amount \$ _____

Total Contract Amount (including Contingency) \$ _____

Total MWBE Subcontractor / Supplier Utilization \$ _____

Percent MWBE Subcontractor Utilization (Total MWBE \$ divided by Total Base Bid) _____ %

SECTION 2. MWBE SUBCONTRACTORS

Complete the chart below for all MWBE subcontractors to be used on this Project/Contract regardless of dollar amount.

Company Name	Contact Information (Name, Email, Phone)	MWBE Classification	Description of Services	Percentage of Total Contract	Total Projected Utilization (\$)

*MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

SECTION 3. GOOD FAITH EFFORTS

Below is a list of Good Faith Efforts as defined in the City’s MWBE Policy. 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. Please provide any documentation, if available. Failure to achieve the minimum number of GFE points stated in the box below may constitute 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: 155		Minimum Number GFE Points Required: 50
POINTS		GOOD FAITH EFFORT (GFE)
<input type="checkbox"/>	10	Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government-maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
<input type="checkbox"/>	10	Made the construction plans, specifications and requirements available for review by prospective MWBE businesses or providing these documents to them at least 10 days before the bids are due.
<input type="checkbox"/>	15	Broken down or combined elements of work into economically feasible units to facilitate MWBE business participation.
<input type="checkbox"/>	10	Worked with MWBE businesses trade, community, or contractor organizations identified by the MWBE Office and included in the bid documents that provide assistance in recruitment of MWBE businesses.
<input type="checkbox"/>	10	Attended pre-bid meetings schedule by the public owner.
<input type="checkbox"/>	20	Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
<input type="checkbox"/>	15	Negotiated in good faith with interested MWBE businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a MWBE business based on lack of qualification should have the reasons documented in writing.
<input type="checkbox"/>	25	Provided assistance to MWBE businesses in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBE businesses in obtaining the same unit pricing with the bidder’s suppliers in order to help MWBE businesses in establishing credit.
<input type="checkbox"/>	20	Negotiated joint venture and partnership arrangements with MWBE businesses in order to increase opportunities for MWBE businesses participation on a public construction or repair project when possible.
<input type="checkbox"/>	20	Provided quick pay agreements and policies to enable MWBE business contractors and suppliers to meet cash flow demands.
Total GFE Points (Claimed by Bidder) _____		Total GFE Points (Assessed by City) _____

Letters of Intent Submitted Upon Notice from the City

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 for each MWBE listed on this Affidavit D. Each Letter of Intent must be executed by both the MWBE and the Bidder. The City shall not count proposed MWBE utilization for which it has not received a Letter of Intent by this deadline.

Adding Subcontractors or Suppliers After Submitting This Form

Nothing in this Affidavit shall be deemed to preclude you from entering into subcontracting arrangements after submission of this form. However, per the City of Raleigh MWBE Policy, you must comply with the following:

- You must maintain the minimum level of MWBE participation proposed on this Affidavit throughout the duration of the Contract, except as may be otherwise specifically allowed by the City.
- If you need to terminate or replace a MWBE, you must complete a Request to Change a MWBE Subcontractor Form.
- 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 subcontracted, then you must comply with City of Raleigh MWBE Policy, including Good Faith Efforts.
- A Letter of Intent must also be submitted for each MWBE you add subsequent to contract award.

Signature

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

- a. You have complied with all provisions of the City of Raleigh MWBE Policy;
- b. The information provided is a true and accurate statement of Certified MWBE businesses intended to be used as subcontractors, subconsultants, or suppliers in the performance of this Project/Contract; and
- c. Failure to provide accurate and truthful information or to properly document such compliance in the manner and within the time periods established by the City of Raleigh MWBE Policy shall constitute a violation of the City of Raleigh MWBE Policy and may result in the sanctions prescribed therein, including rejection of your bid.

This the ___ of _____, 20_____

Signature

Printed Name/Title

Letter of Intent

In accordance with City of Raleigh MWBE Policy, 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 MWBE subcontractor listed on Affidavit C or Affidavit D, as may be applicable.

Project Name	
Project Number	

Section 1: TO BE COMPLETED BY THE BIDDER					
Name of Bidder					
Address					
Contact Person					
Telephone		E-mail		Fax	

If the Bidder has entered into a Quick Pay Agreement, in association with this Letter of Intent and as defined in the City's MWBE Policy, please attach a copy of the executed Agreement with the undersigned MWBE.

Identify in complete detail the scope of work to be performed or item(s) to be supplied by the MWBE.

Cost of Work to be Performed by MWBE \$ _____

Section 2: TO BE COMPLETED BY MWBE SUBCONTRACTOR					
Name of MWBE					
Address					
Contact Person					
Telephone		E-mail		Fax	

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

BIDDER	_____	_____
	Signature	Date

	Print Name and Title	
MWBE	_____	_____
	Signature	Date

	Print Name and Title	

CONTRACT SUBCONTRACTOR IDENTIFICATION FORM

Building Project/Construction Contracts

(This form **MUST** be submitted within 30 days after award of the Contract)

This Final Subcontractor Identification Form is to provide a list of all subcontractors that the Contractor will use in the performance of the Contract with the City, in accordance with NCGS §143-128.2. *Copy this Form as needed.*

CONTRACTOR NAME			
PROJECT NAME			
PROJECT NUMBER		CITY DEPARTMENT	
<input type="checkbox"/> PRIME IS MWBE	Classification: _____ <input type="checkbox"/> Certified with NCHUB <input type="checkbox"/> Certified with NCDOT-DBE	CONTRACT AWARD DATE	

MWBE Classifications: American Indian (AI), Asian American (AA), Black/African American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

WORK TO BE SELF-PERFORMED

Check this box **only** if you intend to perform 100% of the work on this Project/Contract with your own current work forces, and you normally perform and have the capability to perform all elements of this work on this Project/Contract with your own current work forces.

ALL CONTRACT SUBCONTRACTORS

Complete the chart below for **all** subcontractors that will be used on this Contract regardless of dollar amount.

Company Name	Contact	Description of Service/Trade	Total (\$)
	Name:		
<input type="checkbox"/> Certified MWBE <input type="checkbox"/> Registered Raleigh SCS	E-mail:	Address:	
	Name:		
<input type="checkbox"/> Certified MWBE <input type="checkbox"/> Registered Raleigh SCS	E-mail:	Address:	
	Name:		
<input type="checkbox"/> Certified MWBE <input type="checkbox"/> Registered Raleigh SCS	E-mail:	Address:	
	Name:		
<input type="checkbox"/> Certified MWBE <input type="checkbox"/> Registered Raleigh SCS	E-mail:	Address:	
	Name:		
<input type="checkbox"/> Certified MWBE <input type="checkbox"/> Registered Raleigh SCS	E-mail:	Address:	
	Name:		
<input type="checkbox"/> Certified MWBE <input type="checkbox"/> Registered Raleigh SCS	E-mail:	Address:	
	Name:		
<input type="checkbox"/> Certified MWBE <input type="checkbox"/> Registered Raleigh SCS	E-mail:	Address:	

Certification must be with NCHUB or the NCDOT-DBE. Proof of Certification may be required upon request by the City.

Total Contract Amount \$ _____

Total MWBE Utilization \$ _____

Percent MWBE Utilization _____ %
(Total MWBE Utilization divided by Total Contract Amount)

APPENDIX E - CERTIFIED SUBCONTRACTOR / SUPPLIER PAYMENT APPLICATION FORM

Contractors must submit this form with each request for payment from the City of Raleigh, including any invoice or request for final payment. Requests for payment are limited to work that has been **completed and approved** for all subcontractors and suppliers in connection with the Contract. Copy this form as needed. The Contractor on the Prime Contract (i.e., Prime) is responsible for collecting and submitting this Appendix E from all subsequent lower tier contractors.

Section 1: PROJECT INFORMATION

Project Name		Contractor Name	
Total Contract Amount	\$	Pay App #/Contract ID #	
Total MWBE Sub (\$/%)	\$	Invoice Amount	\$
Payment Period	___/___/20___ through ___/___/20___		City Department
FINAL PAYMENT <input type="checkbox"/> Check only when submitting Final Pay Request.			Project Completion Date

Section 2: PAYMENTS TO SUBCONTRACTORS

Complete the chart below for all MWBE subcontractors used on the Project/Contract regardless of dollar amount.

Company Name	MWBE Classification	Work Performed	Percentage of Total Contract	Percent of Subcontract Completed	Payment this Period	Cumulative Payments to Date

*MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

Section 3: PAYMENTS TO SUPPLIERS

All suppliers providing goods under City contracts must be listed on the Sales Tax Statement submitted with each pay request. The City may request, on a case-by-case basis, that the Contractor require certain suppliers to be registered in the Raleigh Supplier Connection System and may withhold payment of any amounts due the Contractor in the event the Contractor fails to comply with such request.

The undersigned certifies the preceding chart is a true and accurate statement of all payments that have been made to subcontractors on this Project/Contract, and that all Suppliers providing goods under this contract have been listed in the Sales Tax Statements submitted to the City in connection with this Payment Appendix E. If no subcontractors or suppliers are listed on the preceding chart or Sales Tax Statements, the undersigned certifies that no subcontractors or suppliers were used in performing the Project/Contract for the payment period indicated. Failure to provide accurate and truthful information is a violation of the City of Raleigh MWBE Policy and may result in the sanctions prescribed therein.

This _____ day of _____ 20____

Signature _____ **Print Name and Title** _____

To be completed by City for FINAL PAYMENT

Total Paid to Contractor	\$	Proposed MWBE Amount	\$	MWBE Commitment: _____%
<input type="checkbox"/> Prime Contractor MWBE				
Total Paid to Subcontractors	\$	Total to MWBE Subcontractors	\$	MWBE Final: _____%

REQUEST TO CHANGE A MWBE SUBCONTRACTOR

Contractors must submit this form for **any request** to change any MWBE subcontractor or supplier in connection with the Contract. The Contractor on the Prime Contract (i.e. prime) is responsible for collecting and submitting this form from all subsequent lower tier contractors.

PROJECT NAME			
PROJECT MANAGER		CONTRACT NUMBER	
PRIME CONTRACTOR		CONTACT NAME	
PHONE NUMBER		E-MAIL ADDRESS	
DATE OF CHANGE		CITY DEPARTMENT	

SECTION 1: PREVIOUS REQUESTS FOR CHANGE

NO PREVIOUS REQUEST FOR THIS PROJECT/CONTRACT.

Complete the chart below for all previous Requests to Change a MWBE Subcontractor.

Date of Request	Subcontractor's Company Name	MWBE Classification	Request Approved: Y/N	Work Performed

MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

Section 2: CURRENT MWBE SUBCONTRACTOR INFORMATION

CURRENT MWBE SUBCONTRACTOR			
SERVICE PROVIDED			
PERCENT OF TOTAL CONTRACT	_____ %	PERCENT OF SUBCONTRACT COMPLETE	_____ %
TOTAL AMOUNT OF SUBCONTRACT	\$ _____	TOTAL AMOUNT PAID TO DATE	\$ _____

Section 3: PROPOSED ACTION (SELECT ONE)

WORK TO BE SELF-PERFORMED

Check this box **only** if the work previously performed by the above MWBE subcontractor will be performed with your own current work forces, and you normally perform and have the capability to perform all elements of this work on this Project/Contract with your own current work forces.

REPLACE MWBE SUBCONTRACTOR

Section 4: REASON FOR CHANGE (SELECT AT LEAST ONE)

- The listed MWBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract.
- The listed MWBE is bankrupt or insolvent.
- The listed MWBE fails or refuses to perform the subcontract or furnish the listed materials.

- The work performed by the listed subcontractor is unsatisfactory according to industry standards and is not in accordance with the plans and specifications.
- The subcontractor is substantially delaying or disrupting the progress of the work.
- Other - explain in detail on company letter head and attach to this Request.

Section 5: NEW SUBCONTRACTOR INFORMATION (IF APPLICABLE)

Complete the information below for the new MWBE subcontractor requested to be changed on the Project/Contract.

Company Name	Contact Person	MWBE Classification	Work to be Performed	Amount of Subcontract	Subcontractor's Percentage of Total Contract

MWBE Classifications: American Indian (AI), Asian American (AA,) Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

If new subcontractor(s) is not MWBE, attach documentation of Good Faith Efforts (Affidavit A).

This the _____ of _____, 20____

Signature **Printed Name/Title**

TO BE COMPLETED BY CITY

SIGNATURE:

Original Total Contract Amount: \$ _____

Original Total MWBE Participation _____ %

PRINT NAME:

New Total Contract Amount: \$ _____

New Total MWBE Participation _____ %

DATE:

Contract Amount Impact Increase \$ _____
 Decrease \$ _____
 No Change

MWBE Participation Change Increase _____ %
 Decrease _____ %
 No Change

APPROVED

 REJECTED

NOTES:



Minority and Women-owned Business Enterprise Program (MWBE)

Explanation of Affidavit A

A Listing of the Good Faith Effort (GFE)

Company has made a good faith effort to recruit minority businesses in accordance with N.C. Gen. Stat. § 143-128.2 and represents that it has performed the following (**check all that apply; note that a minimum of fifty (50) points must be achieved**):

Examples of ways to satisfy requirements are given for each criterion below:

- 1. (10 points) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
 - *Provide a list of potential bidders with proof of acknowledged responses (i.e. quotes)*
 - *Provide confirmation of notification at least 10 days before bid date*
 - *Newspaper/trade ads do not qualify as GFE notification*

- 2. (10 points) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or provided these documents to them at least 10 days before the bids are due.
 - *Provide confirmation of notification at least 10 days before bid date*
 - *Include in the notice that plan specs are available in office/online (location/link) and at no cost to MWBEs*
 - *Newspaper/trade ads do not qualify as GFE notification*

- 3. (15 points) Broke down or combined elements of work into economically feasible units to facilitate minority participation.
 - *Provide confirmation of solicitation that include subcontracting opportunities (i.e. itemize or group trades such as flooring/trim or divide one sub does flooring and another sub does trim)*

- 4. (10 points) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
 - *Obtain letter or other documentation from one of these organizations indicating that you are working with them in the recruitment of minority businesses – NCMWBE Coordinators Network, The Institute, NCIEDI or HCAC.*
 - *A list of organizations can be found at www.raleighnc.gov/mwbe*

- ❑ 5. (10 points) Attended pre-bid meetings scheduled by the public owner.
 - **Attendance is recorded (make sure you sign-in)**
- ❑ 6. (20 points) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
 - **Include one of the following statements in solicitation to MWBEs as it applies:**
 - **Bonds are not required for this project**
 - **Bidder will assist in procuring bonds or insurance if necessary**
- ❑ 7. (15 points) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
 - **“MWBE Solicitation Form” is attached to the Explanation Affidavit A Form**
 - **Provide completed MWBE Solicitation Form to document the following:**
 - **Did not receive low quotes from MWBEs**
 - **Bidder accepted other low quotes from MWBEs**
 - **Written reasons for rejection of any low quotes from MWBEs**
- ❑ 8. (25 points) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder’s suppliers in order to help minority businesses in establishing credit.
 - **Indicate in solicitation the following are available: equipment, loan capital, lines of credit, or joint pay agreements for qualified MWBEs or any other needs.**
 - **Document recent history of doing joint pay agreements such as “in the recent past, we have done joint pay agreements (lines of credit, waiving of credit, etc.) with the following MWBEs (x company, y company, z company) and intend to offer the same on this project for qualified MWBEs”**
 - **Provide letter from vendor/supplier indicating that they will give the same pricing to MWBEs quoting to you as vendor/supplier gives directly to you**
- ❑ 9. (20 points) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
 - **Indicate in solicitation that opportunities to negotiate joint venture and partnership arrangements are available**
- ❑ 10. (20 points) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash flow demands.
 - **Indicate in solicitation that quick pay agreements are available for certified MWBEs to include payment terms (i.e., Net 30).**
 - **Document recent history of doing quick pay agreements such as “in the recent past, we have done quick pay agreements with the following MWBE’s (x company, y company, z company) and intend to offer the same on this project for qualified MWBE’s”**

SOLICITATION FORM

Copy this Form as needed to document MWBE contacts.

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 this form.

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

SECTION 1. PROJECT INFORMATION

Project Name			
Project Number		City Department	
Bidder		Number MWBEs Contacted	

SECTION 2. SOLICITATION INFORMATION
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If "No" is checked for "Selected" below, the Bidder must document the reasons for rejecting each bid submitted by a MWBE on the Good Faith Negotiation Form.

MWBE FIRM		CONTACT PERSON	
SCOPE OF WORK			
INITIAL CONTACT	DATE: ___/___/20__	METHOD (select all used):	<input type="checkbox"/> Email <input type="checkbox"/> Telephone <input type="checkbox"/> Fax <input type="checkbox"/> In-Person <input type="checkbox"/> Mail
FOLLOW-UP	DATE: ___/___/20__	METHOD (select all used):	<input type="checkbox"/> Email <input type="checkbox"/> Telephone <input type="checkbox"/> Fax <input type="checkbox"/> In-Person <input type="checkbox"/> Mail
RESPONSE	<input type="checkbox"/> No Response	<input type="checkbox"/> Not Bidding	<input type="checkbox"/> Bidding (\$_____) <input type="checkbox"/> Other (Explain)
SELECTED	<input type="checkbox"/> Yes	<input type="checkbox"/> No (Explain)	

MWBE FIRM		CONTACT PERSON	
SCOPE OF WORK			
INITIAL CONTACT	DATE: ___/___/20__	METHOD (select all used):	<input type="checkbox"/> Email <input type="checkbox"/> Telephone <input type="checkbox"/> Fax <input type="checkbox"/> In-Person <input type="checkbox"/> Mail
FOLLOW-UP	DATE: ___/___/20__	METHOD (select all used):	<input type="checkbox"/> Email <input type="checkbox"/> Telephone <input type="checkbox"/> Fax <input type="checkbox"/> In-Person <input type="checkbox"/> Mail
RESPONSE	<input type="checkbox"/> No Response	<input type="checkbox"/> Not Bidding	<input type="checkbox"/> Bidding (\$_____) <input type="checkbox"/> Other (Explain)
SELECTED	<input type="checkbox"/> Yes	<input type="checkbox"/> No (Explain)	

MWBE FIRM		CONTACT PERSON	
SCOPE OF WORK			
INITIAL CONTACT	DATE: ___/___/20__	METHOD (select all used):	<input type="checkbox"/> Email <input type="checkbox"/> Telephone <input type="checkbox"/> Fax <input type="checkbox"/> In-Person <input type="checkbox"/> Mail
FOLLOW-UP	DATE: ___/___/20__	METHOD (select all used):	<input type="checkbox"/> Email <input type="checkbox"/> Telephone <input type="checkbox"/> Fax <input type="checkbox"/> In-Person <input type="checkbox"/> Mail
RESPONSE	<input type="checkbox"/> No Response	<input type="checkbox"/> Not Bidding	<input type="checkbox"/> Bidding (\$_____) <input type="checkbox"/> Other (Explain)
SELECTED	<input type="checkbox"/> Yes	<input type="checkbox"/> No (Explain)	



Powell Drive Park
740 Powell Dr, Raleigh, NC 27606



Kingwood Forest Park
2610 Evers Dr, Raleigh, NC 27610

Walking Path Paving Rehabilitation - Mill and Overlay

Estimated Quantifies

- 1.5" 9.58 = 45.0 Tons
- Milling 0-2" = 453.0 SY



Jaycee Park
2405 Wade Ave, Raleigh, NC 27607

Parking Lot Pavement Rehabilitation - Mill and Overlay

Estimated Quantities

- 2.0" 9.58 = 255.0Tons
- 4" Thermoplastic = 860.0 LF
- Thermoplastic symbols = 1.0 EA
- Milling 0-2" = 2,200.0 SY



Cedar Hills Park
5600 Sweetbriar Dr, Raleigh, NC 27609

Parking Lot Pavement Rehabilitation - Mill and Overlay

Estimated Quantities

- 2.0" 9.58 = 280.0Tons
- 4" Thermoplastic = 1310.0 LF
- Thermoplastic symbols = 3.0 EA
- Speedhumps = 2.0 EA
- Milling 0-2" = 2,400.0 SY



Millbrook Exchange Park
1905 Spring Forest Rd, Raleigh, NC 27615

Parking Lot Pavement Rehabilitation - Mill and Overlay

Estimated Quantifies

- 2.0" 9.58 = 1375.0 Tons
- 4" Thermoplastic = 4525.0 LF
- Thermoplastic symbols = 7.0 EA
 - Speedhumps = 5.0 EA
 - Milling 0-2" = 11,705.0 SY