

**ADDENDA**

**ADDENDUM NUMBER 6 (Six)**

DATE: September 10, 2024

PROJECT: Worthdale Park Stream Restoration and Stormwater Improvements

PROJECT NUMBER: 274-SM-2022-0017

OWNER: City of Raleigh, North Carolina

TO: Prospective Bidders

This Addendum forms a part of the Contract Documents and modifies the Bidding Documents dated July 31, 2024, with amendments and additions noted below.

**Receipt of this Addendum must be acknowledged in the appropriate locations in the Contract Documents. Failure to do so may disqualify the Bidder.**

This Addendum consists of the following:

- **The date and time of the bid opening has changed to 2:00 PM on Wednesday September 19th, 2024** in Room 303 of the Raleigh Municipal Building, 222 W. Hargett Street, Raleigh, NC 27601 2pm.
  - See Section 00100 – Advertisement for Bids, updated September 9, 2024
- The bid table has been updated to combine all boardwalk components into one lump sum “BOARDWALK” and combine all bridge components into one lump sum “GLULAM 40 FT. SPAN BRIDGE”
  - See Section 00410 – Bid Form updated September 9, 2024
  - See Section 01 22 00 Unit Prices

### ADVERTISEMENT FOR BIDS

POSTED: JULY 31, 2024 *UPDATED SEPTEMBER 9, 2024*  
CITY BID NUMBER: 274-SM-2022-0017

Project: Worthdale Park Stream Restoration and Stormwater Improvements

Owner: City of Raleigh, North Carolina, Engineering Services Department, Stormwater, One Exchange Plaza Building, 1 Exchange Plaza, 7th floor Room 706, Raleigh, NC 27601  
Contact: Megan Walsh, [megan.walsh@raleighnc.gov](mailto:megan.walsh@raleighnc.gov)

Engineer: Wildlands Engineering, Inc., 312 W. Millbrook Rd., Suite 225, Raleigh, NC 27607

Sealed Bids will be received from **1:00 PM to 2:00 PM on Wednesday September 19<sup>th</sup>, 2024 in Room 303 of the Raleigh Municipal Building, 222 W. Hargett Street, Raleigh, NC 27601**, at which time and place bids will be publicly opened and read aloud at **2:00 PM** for the construction of the Worthdale Park Stream Restoration project.

After Bids are opened, the Owner shall evaluate them in accordance with the methods and criteria set forth in the Instructions to Bidders. The Owner/City Council reserves the right to waive any informality or to reject any or all Bids. Unless all Bids are rejected, Award will be made to the lowest responsible and responsive Bidder, taking into consideration quality, performance and the time specified in the Bid Form for the performance of the Contract.

A non-mandatory Pre-Bid Meeting will be held at **9:00 AM, Friday, August 9<sup>th</sup>, 2024** at the picnic shelter at Worthdale Park, 1001 Cooper Road, Raleigh, NC 27610.

Requirements for pre-bid submittals of an "or-equal" are required within [10] days of the issuance of the Advertisement for Bids and in accordance with Section 00200, Instructions to Bidders.

The Project consists generally of the following major items:

- 1) Approximately 1,860 linear feet of stream restoration.
- 2) Approximately 254 linear feet of stream enhancement.
- 3) Construction of floodplain wetland zones.
- 4) Construction of 152 linear feet of concrete trail
- 5) Construction of 130 linear feet of boardwalk
- 6) Construction of pedestrian bridge
- 7) Planting of 2.59 acres of riparian buffer and 0.5 acres of wetlands
- 8) Procurement of As-built survey for streams and wetland zones

Bidding Documents may be examined at Engineer's office at 312 W. Millbrook Rd., Suite 225, Raleigh, NC 27609. Bidding Documents may be viewed and ordered online by registering with Duncan Parnell via their bid room <https://bidroom.duncan-parnell.com/>. Registration with Duncan Parnell is required to obtain the bid documents and be added to the official Plan Holder's List. Addenda will only be notified to those buying full sets from Duncan Parnell via their bid room. The cost of bid documents and shipping is non-refundable. OWNER/ARCHITECT/ENGINEER will NOT be responsible for copies of the bid documents obtained from sources other than from Duncan Parnell. If you need any assistance ordering or getting registered on <https://bidroom.duncan-parnell.com/> please contact: Michaela Bruinius at [constech@duncan-parnell.com](mailto:constech@duncan-parnell.com) or 704-526-1856. For additional information, please contact Megan Walsh of the City's Stormwater Management Division by email at [Megan.Walsh@raleighnc.gov](mailto:Megan.Walsh@raleighnc.gov) or by calling (919)996-4009.

Bidders will be required to show evidence that they are licensed to perform the work in the Bidding Documents as required by North Carolina General Statute, Chapter 87 and the Instruction to Bidders.

Bid Security in the amount of five percent (5%) of the Bid must accompany each Bid and shall be subject to the conditions provided in the Instruction to Bidders.

Pursuant to General Statutes of North Carolina Sections 143-128.2 and 143-131, and in accordance with City policy, the City of Raleigh encourages and provides equal opportunity for certified Minority and Woman-Owned Business Enterprise (MWBE) businesses to participate in all aspects of the City's contracting and procurement programs to include Professional Services; Goods and Other Services; and Construction. The prime contractor will be required to identify participation of MWBE businesses in their Bid, and how that participation will be achieved.

Furthermore, the City's goal is to contract or sub-contract fifteen percent (15%) of the contract amount to certified MWBEs on construction projects over \$300,000, or with contracts that include \$100,000 or more in state funding.

City of Raleigh

Mary-Ann Baldwin, Mayor

END OF DOCUMENT

## BID FORM

PROJECT: Worthdale Park Stream Restoration and Stormwater Improvements

CITY BID NO.: 274-SM-2022-0017

BID FROM: \_\_\_\_\_

### TABLE OF CONTENTS

	Page
Article 1 – Bid Recipient .....	1
Article 2 – Bidder’s Acknowledgements .....	1
Article 3 – Bidder’s Representations .....	2
Article 4 – Bidder’s Certification.....	3
Article 5 – Basis of Bid.....	3
Article 6 – Time of Completion .....	1
Article 7 – Attachments to This Bid.....	1
Article 8 – Defined Terms .....	2
Article 9 – Bid Submittal .....	2

### ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Megan Walsh, PE  
City of Raleigh, Engineering Services Department, Stormwater Division  
One Exchange Plaza Building, 1 Exchange Plaza, 7th floor Room 706  
Raleigh, North Carolina 27601

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

### ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this bid, bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

No. \_\_\_\_\_, dated \_\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Supplemental Conditions - 5.03 as containing reliable Technical Data, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-5.06 as containing reliable Technical Data.
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific sequences of construction expressly required by the Bidding Documents; and (3) Bidder’s safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

## ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
1. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
  2. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
  3. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.A:
    - a. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
    - b. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
    - c. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
    - d. coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

## ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

~~A. For all Work, other than Unit Price Work, a Lump Sum of: N/A~~

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_)

~~B. All specified cash allowances are included in the price(s) set forth above, and have been computed in accordance with Paragraph 13.02 of the General Conditions.~~

C. Lump Sum for the following Work Items:

1. Worthdale Park Stream Restoration & Stormwater Improvements (See 5.01.E.)	\$
<b>The Total Contract for the Lump Sum Price of:</b>	<b>\$</b>

~~D. For the following Alternate(s) which will be considered by the Owner as described in Section 01 23 00, Alternates:~~

1.	\$_____
2.	\$_____
3.	\$_____

**THIS AREA INTENTIONALLY LEFT BLANK**

E. For Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Schedule below.

1. The inclusion of Applicable Detail, Specification Section, and 01 22 00 Pay Item Paragraph in the Bid Schedule shall not limit applicability of all relevant sections of the Contract Documents to the specific bid item. Contractor shall be responsible for compliance with all Contract Document provisions which are relevant to each bid item.

#### UNIT PRICE BID SCHEDULE

Item No.	Description	Applicable Detail	Specification Section	01 22 00 Pay Items Paragraph	Unit	Estimated Quantity	Bid Unit Price	Extended Bid Price
1.	Mobilization (5% of Sub-total)	N/A		2.01	LS	1		
2.	Construction Survey	N/A	31 05 00 / 31 23 34	2.02	LS	1		
3.	Standard Tree Protection Fencing	8.8 - TPP-01 / TPP-08	31 11 00	2.03	LF	5240		
4.	Clearing and Grubbing	N/A	31 11 00	2.04	SY	4810		
5.	Selective Tree Removal (12" - less than 24" in diameter)	N/A	31 11 00	2.05	EA	2		
6.	Selective Tree Removal (24" - less than 36" in diameter)	N/A	31 11 00	2.05	EA	16		
7.	Selective Tree Removal (36" less than 48" in diameter)	N/A	31 11 00	2.05	EA	9		
8.	Selective Tree Removal (48" and larger in diameter)	N/A	31 11 00	2.05	EA	2		
9.	Demolition / Removal	N/A	02 41 00	2.06	LS	1		
10.	Check Dam	8.8 - SW-20.08	31 25 00	2.08	EA	1		



Item No.	Description	Applicable Detail	Specification Section	01 22 00 Pay Items Paragraph	Unit	Estimated Quantity	Bid Unit Price	Extended Bid Price
11.	Construction Entrance	8.7 - SW-20.09	31 25 00	2.09	EA	2		
12.	Standard Silt Fence Outlet	8.7 - SW-20.24	31 25 00	2.10	EA	4		
13.	Standard Temporary (Sediment / Silt) Silt Fence	8.7 - SW-20.01	31 25 00	2.11	LF	710		
14.	Drainage System and Stream Active Flow Management	8.5 - 1	01 51 44	2.12	LS	1		
15.	Comprehensive Grading	N/A	31 05 00	2.15 / 2.16 / 2.17 / 2.18	LS	1		
16.	Herbaceous Plug	8.4 - 3	01 35 13 / 32 93 00	2.19	EA	1350		
17.	Tubling Plant	N/A	32 93 00	2.20	EA	46		
18.	Bare Root Plant	8.4 - 1	01 35 13 / 32 93 00	2.21	EA	1070		
19.	Live Stakes	8.4 - 3	32 93 00	2.22	EA	963		
20.	Container Plant - 1-gallon	8.4 - 2	32 93 00	2.23	EA	336		
21.	Boulder Toe	8.3 - 3	31 35 00	2.25	LF	86		
22.	Rock Sill - Large	8.2 - 1	01 35 13 / 31 35 00	2.26	EA	3		
23.	Rock Sill - Small	8.2 - 1	01 35 13 / 31 35 00	2.26	EA	16		
24.	Log Sill - Large	8.2 - 2	01 35 13 / 31 35 00	2.27	EA	10		
25.	Log Sill - Small	8.2 - 2	01 35 13 / 31 35 00	2.27	EA	8		
26.	Brush Toe - Large	8.3 - 1	31 35 00	2.28	LF	803		
27.	Brush Toe - Small	8.3 - 2	31 35 00	2.28	LF	253		

Item No.	Description	Applicable Detail	Specification Section	01 22 00 Pay Items Paragraph	Unit	Estimated Quantity	Bid Unit Price	Extended Bid Price
28.	Coir-Net Coconut Erosion Control Matting with Notched Wooden Stakes	8.6 - 1	31 25 00	2.29	SY	2860		
29.	Native Material Riffle, Large	8.1 - 4	31 35 00 / 31 05 00	2.30	LF	363		
30.	Native Material Riffle, Small	8.1 - 4	31 35 00 / 31 05 00	2.30	LF	226		
31.	Chunky Riffle, Large	8.1 - 3	31 35 00 / 31 05 00	2.30	LF	118		
32.	Chunky Riffle, Small	8.1 - 3	31 35 00 / 31 05 00	2.30	LF	65		
33.	Angled Log Riffle, Large	8.1 - 2	31 35 00 / 31 05 00	2.30	LF	72		
34.	Angled Log Riffle, Small	8.1 - 2	31 35 00 / 31 05 00	2.30	LF	18		
35.	Temporary Bridge Mat Stream Crossing	8.6 - 2	31 35 00 / 31 05 00	2.31	EA	3		
36.	Boulders	L501 - C1	31 35 00	2.32	TN	8		
37.	Enhanced Wetland Outlet	8.2 - 3	N/A	2.33	EA	4		
38.	Traffic Control	N/A	01 50 00	2.34	LS	1		
39.	Asphalt Pavement Repair/Patch Existing	N/A	32 10 00	2.37	SY	100.0		
40.	Curb Ramp Retrofit	L501 - T-20.01.5	N/A	2.38	LS	1		
41.	Bonded Aggregate	L501 - C3	N/A	2.39	SF	1000.0		
42.	Standard Duty Concrete Pathways 4"	L501 - D1	N/A	2.40	SF	1750		

Item No.	Description	Applicable Detail	Specification Section	01 22 00 Pay Items Paragraph	Unit	Estimated Quantity	Bid Unit Price	Extended Bid Price
43.	Permanent Seeding, Fertilizing, and Mulching - Riparian	N/A	31 25 00 / 32 92 00	2.35	SY	12474		
44.	Permanent Seeding, Fertilizing, and Mulching - Upper Wetland	N/A	31 25 00 / 32 92 00	2.35	SY	1235		
45.	Permanent Seeding, Fertilizing, and Mulching - Littoral Zone	N/A	31 25 00 / 32 92 00	2.35	SY	778		
46.	Permanent Seeding, Fertilizing, and Mulching - Emergent Wetland	N/A	31 25 00 / 32 92 00	2.35	SY	421		
47.	Permanent Seeding, Fertilizing, and Mulching - Turf Seed Mix	N/A	31 25 00 / 32 92 00	2.35	SY	2117		
48.	Temporary Seeding, Fertilizing, and Mulching	N/A	31 25 00 / 32 92 00	2.36	SY	23910		
49.	Boardwalk	L502/L503/L504/S101	01 35 13	2.41	LS	1		
50.	Bench	L501 - GW-50.01	N/A	2.42	EA	3		
51.	Collapsible Standard Bollard	L501 - GW-10.07	N/A	2.43	EA	2		
52.	Glulam 40 ft. Span Bridge	L505/S202/S203	01 35 13	2.44	LS	1		

Item No.	Description	Applicable Detail	Specification Section	01 22 00 Pay Items Paragraph	Unit	Estimated Quantity	Bid Unit Price	Extended Bid Price
53.	Project Video and Photographs	N/A	01 11 00 / 01 33 00 / 31 05 00 / 31 23 34	2.45	LS	1		
54.	PLS-Sealed As-Built Survey	N/A	01 11 00 / 01 78 39	2.46	LS	1		
55.	Allowance for Third Party Soil Compaction Testing	N/A	N/A	2.47	LS	1		<b>\$16,800</b>
56.	Owner's Contingency Allowance (15% OF SUBTOTAL EXCLUDING MOBILIZATION)	N/A	N/A	2.48	LS	1		

**TOTAL BID PRICE (Sum of Items 1 through 56) \_\_\_\_\_**

**THIS AREA INTENTIONALLY LEFT BLANK**

- 5.02 Bidders are hereby notified that GS 143-128(d), requires all bidders on single prime projects to identify on their Bid form the contractors they have selected for the subdivisions for branches of work for (1) HVAC, (2) Plumbing, (3) Electrical, and (4) General. Accordingly, bidder shall list below applicable selected contractors for the following branches of work (write "N/A" if not applicable or self-performed).

HVAC	_____	_____
	Name	License No.
Plumbing	_____	_____
	Name	License No.
Electrical	_____	_____
	Name	License No.
General	_____	_____
	Name	License No.

- A. Unit Prices have been computed in accordance with Paragraph 13.03.B of the General Conditions.
- B. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.
- C. Bidder acknowledges that the rights of the Owner and the recommendations of the Engineer are not to be questioned in the Award of Contracts.
- D. Bidder acknowledges that it is the intention of the Mayor and City Council to let contracts on a basis of the Bids received in accordance with GS 143-129 and in such manner as they deem to be for the best interests of the Owner.
- E. Bidder acknowledges that the Owner reserves the right to accept or reject any or all bids and to waive any informalities in the bidding.
- F. Bidder acknowledges that should the total bid exceed the funds available to construct the project, the Owner reserves the right to reduce the scope of work from the project by deleting certain lump sum or unit price bid items prior to awarding the contract to bring the project within the funds available.
- G. Bidder acknowledges that if this contract is awarded, Bidder must, with every pay request, furnish to the Stormwater Program Manager of the City of Raleigh an accurate itemized statement of North Carolina Sales Taxes paid on materials, supplies, equipment, and other items charged to this contract, and otherwise fully comply with the "Procedure for Reporting North Carolina Sales Tax Expenditures.". A sales tax form must be submitted even if there is no sales tax incurred.
- H. Bidder agrees to begin work within 10 work days from the date of the Notice to Proceed.
- I. Bidder agrees that should the Owner reduce the scope of work by 25% or less of the Total Bid price prior to award of the contract, the lump sum and the unit price on all bid items shall remain unchanged.

- J. Bidder agrees that in the case of failure on his part to execute the said Contract and the Bonds within 15 consecutive calendar days after written notice being given of the award of the Contract, the check, cash or Bid Bond accompanying this Bid shall be paid into the funds of the Owner's Account set aside for this Project, as liquidated damages for such failure; otherwise the check, cash or Bid Bond accompanying this Bid shall be returned to the Bidder.
- K. Bidder agrees to provide all necessary tools, machinery, equipment, apparatus, and all other means necessary to do all the work and will furnish all labor, materials and all else required to complete such Contract as may be entered into, in the manner prescribed in and in accordance with the terms of the Specifications and Contract and in accordance with the true intent and meaning thereof, and in accordance with the Plans and/or Drawings and the requirements of the Engineers under them, in a first class manner.

## **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete within 210 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06.B of the General Conditions within 270 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times. This amount is agreed upon as the proper measure of liquidated damages the Owner will sustain, per day, by the failure of the undersigned to complete the work, within the stipulated time, and it is not to be construed, in any sense, as a penalty.

- 6.03 Milestone Dates

N/A

## **ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security in the form of a Bid Bond or Certified Check (Section 00430);
  - B. In accordance with GS 143-128.2(c), Bidder shall identify on its bid the minority businesses that it will use on the project and the total dollar value of the bid that will be performed by the minority businesses and list the good faith efforts (Affidavit A) made to solicit participation. A Bidder that will perform all of the work with its own workforce may submit an Affidavit B to that effect in lieu of the affidavit A required above.
    - 1. Nondiscrimination Agreement (Section 00440);
    - 2. Use of MWBE Businesses (Section 00440);
    - 3. Identification of Minority Business Participation (Section 00440), and;
    - 4. Affidavit A, Listing of Good Faith Effort, or Affidavit B, Intent to Perform Contract with Own Workforce (Section 00440).
  - C. Contractor's Certificates, Affidavit of Organization and Authority of Sworn Statement (Section 00441);
  - D. City of Raleigh – Contractor's Poor Performance Policy (Section 00442);

- E. Non-Collusive Affidavit (Section 00443);
  - F. Notice to Contractor Regarding Intrusions Beyond Project Limits (Section 00444);
  - G. Evidence of authority to do business in the state of the Project (i.e., copy of contractor's license);
  - H. Contractor Safety Evaluation Questionnaire and Safety Record Information (Appendix E)
- 7.02 Submit the Bidder's Checklist as provided in the bidding documents with the bid submittal. The Checklist shall be completed and included as the first page of the submittal.
- 7.03 After the bid opening the Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low Bidder, the Bidder shall then file within 72 hours of the notification of being the apparent lowest bidder, the following:
- A. An Affidavit (C) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the goal established by the Owner and indicated in the Instruction to Bidders, paragraph Minority Participation Goals. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort; or,
  - B. Affidavit (D) of its good faith effort to meet the goal. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.
- 7.04 Bidder understands that if this Bid is accepted by the Owner, Bidder shall not substitute for the subcontractors named in the Bid Documents except as allowed in the Supplementary Conditions.

## **ARTICLE 8 – DEFINED TERMS**

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

## **ARTICLE 9 – BID SUBMITTAL**

### **9.01 Bidder's License**

- A. Number: \_\_\_\_\_
- B. Classification: \_\_\_\_\_
- C. Limitation: \_\_\_\_\_
- D. Employer's Tax ID No.: \_\_\_\_\_
- E. Business Address: \_\_\_\_\_
- F. Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_
- G. Contact Person: \_\_\_\_\_ E-mail Address: \_\_\_\_\_
- H. Phone No. w/ Ext.: \_\_\_\_\_

### **9.02 This Bid is submitted by:**

If Bidder is:

**An Individual**

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_

(Individual's signature)

Doing business as: \_\_\_\_\_



**A Partnership**

Partnership Name: \_\_\_\_\_

The Organization and Internal Affairs of the Partnership are governed by the laws of the State of: \_\_\_\_\_

By: \_\_\_\_\_

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title (typed or printed): \_\_\_\_\_

Attest: \_\_\_\_\_

(Signature of Corporate Secretary)

**A Corporation**

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

(Signature -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title (typed or printed): \_\_\_\_\_

(CORPORATE SEAL)

Attest: \_\_\_\_\_

(Signature of Corporate Secretary)

Date of Qualification to do business in North Carolina is \_\_\_\_/\_\_\_\_/\_\_\_\_.

**Limited Liability Company - LLC**

Name of LLC: \_\_\_\_\_

Name of State under whose Laws the Limited Liability Company was formed:

\_\_\_\_\_

By: \_\_\_\_\_

(Signature of Manager)

Name (typed or printed): \_\_\_\_\_

Title (typed or printed): \_\_\_\_\_

SECTION 01 22 00  
UNIT PRICES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Delineation of measurement and payment criteria applicable to Work performed under Contract by the unit price payment method.

1.02 FIELD MEASUREMENT

- A. Take measurements and compute quantities for submittal of the monthly pay request unless specified otherwise in the measurement paragraphs as indicated in this Section.

1.03 CHANGE IN QUANTITIES

- A. Increase in the quantity of a bid item above what is indicated in the Bid Form shall only be made by a Change Order as required by the Contract Documents.
- B. A final adjusting Change Order shall be made for adjustment of the actual quantities installed prior to submittal of the final pay request.

1.04 GENERAL

- A. Items with a "(X)" in the title of the following bid items represents the size or depth as indicated on the Bid Form. Items with "(Mat'l)" in the title represent the material as indicated on the Bid Form. Industry standard abbreviations apply, however, the following partial list of abbreviations indicate a specific material:
  - 1. RC – Reinforced Concrete
  - 2. PP – Poly Propylene
  - 3. HDPE – High Density Polyethylene
  - 4. CP – Corrugated Plastic
  - 5. CM – Corrugated Metal
  - 6. DI – Ductile Iron
  - 7. PVC – Polyvinyl Chloride
- B. Method of measurement for the individual Bid Items shall be as specified below. Items being measured will be verified by the Owner and/or the Engineer. Only quantities approved by the Engineer shall be shown on the Contractor's application for payment.
- C. Unless specifically incorporated, measurement and payment provisions for any document other than the Specifications do not apply to this Project.
- D. Payment for each item shall be in accordance with the Contract Unit Price times the number of units installed in accordance with the Contract Documents.
- E. Work for each bid item shall include, but is not limited to, the Work listed in each item below; the labor, tools, materials, equipment, supervision, services required and reasonably implied by the City of Raleigh Standard Detail Drawings and the Contract Documents; and all else incidental to the bid item for which separate payment is not provided under other bid items for a complete installation.
- F. Listed depths are measured from finished grade surface to the bottom of the pipe or structure. Listed structure length, width, and diameters represent inside dimensions.

- G. The unit price for all Work requiring subsurface excavation operations shall include:
  - 1. Location, protection, and support of all known and unknown utilities.
  - 2. Dewatering and drainage as required for work in the dry and in compliance with these Specifications.
  - 3. Trench or embankment shoring as required.
- H. The Contractor's unit cost for any item including "backfill" or "backfilling" shall include cost of importing suitable/satisfactory material for all backfill, including but not limited to costs associated with locating and obtaining permits for a borrow site and purchase, loading, hauling, unloading, onsite transporting, placing, and compacting of backfill material as required in the Contract Documents.
- I. Unless directed otherwise with regard to handling of excavated material, the unit price for items which include excavation (including within trenches) shall assume that excavated material is suitable for use on the Project. The unit price for the item shall include offsite disposal of excavated material and providing suitable backfill material from offsite borrow source.
- J. At no additional cost to the Owner, the Contractor shall have the option to reuse onsite excavated material with written approval of the Owner/Engineer. It shall be Contractor's responsibility to provide any and all testing deemed necessary by the Owner to demonstrate that onsite material meets the requirements of the Contract Documents. The Owner reserves the right to decline reuse of any material and to negotiate a credit based on reduced cost to the Contractor for reuse of onsite material.
- K. Items including excavation shall cover excavation of any material other than rock. Rock excavation will be paid under a separate item as specified in this Section.
- L. For items being installed below finished grade, the unit price shall include offsite disposal of any surplus soil material resulting from the installation of the item.
- M. All disposal called for in the Specifications shall be offsite disposal.
- N. Temporary removal and restoration, relocation, and/or temporary support of existing mail boxes, signs, fences, shrubs, plants, and guard rails shall be considered incidental to the Work and shall not be measured or paid for separately.
- O. The Contractor shall "provide" (as defined in the EJCDC Section C-700, Article 1, Paragraph 1.02) each item described in this section unless otherwise designated as "furnish" or "install".
- P. Payment for Work performed by the Contractor is subject to acceptance of the Work by the Engineer and the Owner.
- Q. The Contractor shall notify the Owner of any anticipated deviation from the Contract quantities within 3 days of identifying the potential deviation to provide the adequate time for Owner consideration for how to address the deviation.
- R. The Contractor shall notify the Owner at least 7 days in advance of an anticipated quantity overage. No Work shall be performed in excess of the Contract quantities without written Owner approval. Work performed in excess of Contract quantities without written Owner approval shall not be paid.
- S. Construction staking shall be included in the unit costs provided for each item. There shall be no separate measurement and payment for construction staking.

- T. Project compliance with NC General NPDES Permit No. NCG010000 (Stormwater Discharge Permit for Construction Activities) shall be the responsibility of the Contractor. There shall be no separate measurement and payment for NPDES permit compliance.
- U. Water distribution system: All Work shall comply with the City of Raleigh Public Utilities Department Specifications and City of Raleigh Public Utilities Handbook.
- V. Sanitary sewer system: All Work shall comply with the City of Raleigh Public Utilities Department Specifications and City of Raleigh Public Utilities Handbook. Cleanouts shall be provided in accordance with NC Building Code.
- W. Payment: The first Application for Payment will be approved based on the improvements installed during the agreed upon payment period without testing. Subsequent Application for Payments shall not be approved by the Engineer unless improvements installed during the previous payment period have passed the specified tests and clean up is complete.

## PART 2 PAY ITEMS

### 2.01 MOBILIZATION (MAX 5% OF SUBTOTAL)

- A. Measurement shall not be made for this item.
- B. Work: The price for this item shall include, but is not limited to: administrative costs, mobilization, bonds, insurance, video inspections, shop drawing submittal, and construction trailers. Items required by Section 01 50 00, Temporary Facilities and Controls, and not paid for under a separate item, shall be included in this item. This item shall include mobilization of construction equipment onto the project site prior to commencing construction. General office administration for the Project construction shall be included in the individual unit price items.
- C. Bid Price for Mobilization shall not exceed 5 percent of the total bid. Half of the mobilization may be requested on the first pay request and the remainder on the second.

### 2.02 CONSTRUCTION SURVEY

- A. Measurement: Measurement shall not be made for this item.
- B. Work: The lump sum price bid for this item shall include furnishing Construction Survey as needed, including but not limited to: site control, construction layout, surveying and marking of features described herein for the proper construction of the project in accordance with the project Plans and Specifications. Staking of the stream channel centerline, features, top of banks, wetland areas, and stormwater control measure features will not be required if GPS is used for grading activities. Identification of discrepancies between plans and grading models or other digital information is the responsibility of the Contractor. Unless otherwise directed by the Engineer, contractor will defer to plans and specifications above grading models or other digital information. If GPS is used, the Engineer shall have the ability to use the Contractor's GPS equipment (e.g., rover unit) to field verify design grades, stream alignment, etc. Even if GPS equipment is used, a level and rod must be maintained on-site at all times to verify stream and floodplain grades.

### 2.03 STANDARD TREE PROTECTION FENCING

- A. Measurement: The quantity to be paid for under this item shall be the actual number of linear feet of fencing provided, as measured by along the base of the installed fencing.
- B. Work: The unit price per linear foot for this item shall include providing construction fencing / tree protection fencing as shown on the Drawings, including, but not limited to: posts, fabric, signs, maintenance during construction, removal and cleanup. This item will be paid in partial payments as follows:
  - 1. 50% of the linear foot price after initial installation.
  - 2. 50% of the linear foot price after removal.

### 2.04 CLEARING AND GRUBBING

- A. Measurement: The quantity to be paid for under this item shall be the area in square yards of clearing and grubbing provided, as measured horizontally of the areas designated on the Drawings or directed by the Engineer to be cleared and/or grubbed. Measurement shall be to the nearest square yard. Unless a tree is individually marked for removal on the Drawings, no measurement or allowance will be made for removing specific trees within an area designated by the Engineer to be cleared and/or grubbed, nor for cutting and removal of grain, grass, weeds, or other plants.
- B. Work: The unit price per square yard for this item shall include, but is not limited to: clearing of areas containing growth, vegetation, and/or trees as shown on the Drawings and not otherwise designated as areas to protect for any reason; excavated removal of all stumps; filling of stump holes with offsite backfill; compacting; and proper disposal of grubbed material.

### 2.05 SELECTIVE TREE REMOVAL (12" - LESS THAN 24" IN DIAMETER), (24" - LESS THAN 36" IN DIAMETER) (36" - LESS THAN 48" IN DIAMETER) (48" AND LARGER IN DIAMETER)

- A. Measurement: The quantity to be paid for under this item shall be the actual number of various sizes of selected trees removed. Diameters will be measured at a height of 4'-6" above the ground using a girthing tape or caliper. Selective trees shall not be paid for within an area designated as clearing and grubbing unless individually marked for removal on the Drawings. Trees measuring less than 6" in diameter shall be considered saplings and shall not be measured or paid for separately.
- B. Work: The unit price per each tree for this item shall include providing tree removal as shown on the Drawings, including, but not limited to: complete removal and proper disposal of selected trees, stump grinding and offsite backfill and compaction to grade.

### 2.06 DEMOLITION / REMOVAL

- A. Measurement shall not be made for this item.
- B. Work: The lump sum price for this item shall include demolition, removal, and disposal as shown on the Drawings, including but not limited to: removal and proper disposal of all items marked as "Demolish" or "Remove" on the Drawings, or items required to be removed in order to install improvements shown on the Drawings.

### 2.07 REMOVE PIPE (18" DIAMETER)

- A. This item will not be paid separately and will be considered incidental to 2.06 Demolition/Removal. Measurement shall not be made for this item.

- B. Work: The unit price per linear foot for this item shall include providing proper removal and disposal of the pipe to the limits as shown on the Drawings, including but not limited to: excavation; trench shoring; backfilling; proper disposal of removed pipe sections; bypass pumping of stormwater flows as necessary; backfilling; drainage and dewatering; and placement of steel plates and beams for temporary access over excavation.

## **Erosion Control “Each” Measurement items**

Measurement: The quantity to be paid for under the following items shall be the actual number of each item provided, as shown on the Drawings or as directed by the Engineer, and counted during construction.

Work: The unit price per each for the following items shall include providing the item named, including all materials called for on the Drawings, excavation/grading as required, maintenance during construction, removal, disposal, and cleanup. These items will be paid in partial payments as follows:

1. 50% of the each price after initial installation.
2. 50% of the each price after removal.

2.08 CHECK DAM

2.09 CONSTRUCTION ENTRANCE

2.10 STANDARD SILT FENCE OUTLET

--End Erosion Control “Each” Measurement items--

## **Erosion Control “Linear Foot” Measurement items**

Measurement: The quantity to be paid for under the following items shall be the actual number of linear feet of the item provided, as shown on the Drawings or as directed by the Engineer.

Work: The following items include providing the item named, including all materials called for on the Drawings, excavation/grading as required, maintenance during construction, removal, disposal, and cleanup. These items will be paid in partial payments as follows:

1. 50% of the linear foot price after initial installation.
2. 50% of the linear foot price after removal.

2.11 STANDARD TEMPORARY (SEDIMENT / SILT) SILT FENCE

-- End Erosion Control “Linear Foot” Measurement items—

2.12 DRAINAGE SYSTEM AND STREAM ACTIVE FLOW MANAGEMENT

A. Measurement: Measurement shall not be made for this item.

B. Work: The lump sum bid price for this item shall include providing means to control active stormwater flows within the drainage and/or stream system, including but not limited to: pumps, impervious dikes/berms/cofferdams, pump power, inlet and outlet hoses and fittings, and discharge stabilization. Work includes ensuring that active flows within drainage system or stream are managed in such a way to maintain free flow in upstream and downstream systems and to keep the work area dry and free of damage due to base or storm related flows.

#### 2.13 NCDOT CLASS A, B, 1 RIP RAP

- A. Measurement: This item will not be paid separately and will be considered incidental to NATIVE MATERIAL CONSTRUCTED RIFFLE, CHUNKY CONSTRUCTED RIFFLE, ANGLED LOG CONSTRUCTED RIFFLE, ENHANCED WETLAND OUTLET, AND BOULDER TOES.
- B. Work: The unit price for these items shall include providing rip rap and geotextile for drainage to the limits as shown on the Drawings, including but not limited to: fine grading and providing, transporting, and placing rip rap, bedding stone, geotextile underlay, wire staples, and anchor pins.

#### 2.14 NCDOT #57 STONE

- A. Measurement: This item will not be paid separately and will be considered incidental to NATIVE MATERIAL CONSTRUCTED RIFFLE, BOULDER TOE, ROCK SILL, ENHANCED WETLAND OUTLET,
- B. Work: The unit price these items item shall include providing NCDOT stone as shown on the Drawings or as directed by the Engineer, including but not limited to: subgrade fine grading, stone; filter fabric; placement and compaction; and finish grading.

#### 2.15 COMPREHENSIVE GRADING

- A. Measurement: Measurement shall not be made for this item.
- B. Work: The lump sum bid price for this item shall include all topsoil stripping, stockpiling, offsite disposal of surplus/unsuitable soil, excavation, placing and compacting backfill, grading, and other work as described in Section 31 05 00, Earthwork.

#### 2.16 EXCAVATE AND PLACE AS FILL

- A. Measurement: This item will not be paid separately and will be considered incidental to 2.15 Comprehensive Grading Measurement shall not be made for this item.
- B. Work: The lump sum price for 2.15 Comprehensive Grading shall include providing excavation, placement, and compaction as fill (excluding rock, undercut, and trenching/backfill for pipes/structures) as required to achieve Drawing lines and grades and to construct the improvements shown on the Drawings, including but not limited to: excavation; shoring; temporary stockpiling of excavated materials and temporary stabilization of stockpiles; onsite hauling; placement; compaction; and drainage and dewatering.

#### 2.17 TOPSOIL STRIPPING, STOCKPILING, AND RESREADING

- A. Measurement: This item will not be paid separately and will be considered incidental to 2.15 Comprehensive Grading Measurement shall not be made for this item.

Work: The lump sum price for 2.15 Comprehensive Grading shall include stripping, stockpiling, and resreading of topsoil within areas designated on the Drawings for disturbance, including but not limited to: stripping; onsite hauling; temporary stockpiling of topsoil and temporary stabilization of stockpiles; cleaning and removal of all deleterious material; and placement, compaction, and grading of topsoil materials as required by the Specifications and Drawings.



## 2.18 STREAM CHANNEL EXCAVATION/GRADING

- A. Measurement: This item will not be paid separately and will be considered incidental to 2.15 Comprehensive Grading. Measurement shall not be made for this item.
- B. Work: The lump sum price for 2.15 Comprehensive Grading shall include excavation/grading along the stream channel as shown on the Drawings, including but not limited to: onsite hauling, temporary stockpiling of materials and temporary stabilization of stockpiles; drainage and dewatering; placement and compaction of suitable backfill material to finished grades, and rough and fine grading. Areas where soil lifts are proposed are excluded from this item. This item applies to general excavation/grading for stream channels. Excavation associated with specific in-stream structures shall be included in cost of the structure itself. Surplus material resulting from stream channel excavation/grading shall be disposed of offsite and shall be measured and paid for under item "REMOVE SURPLUS MATERIAL", including all Work listed.

## 2.19 HERBACEOUS PLUG

- A. Measurement: The quantity to be paid for under this item shall be the actual number of rooted herbaceous plant plugs provided, as counted onsite and verified by the Engineer.
- B. Work: The unit price per each for this item shall include providing rooted herbaceous plant plugs as shown on the Drawings, including but not limited to: rooted herbaceous plant plugs minimum 18" in height; excavation; planting; backfilling; appropriate mulch; soil amendments; maintenance; and watering.

## 2.20 TUBLING PLANTS

- A. Measurement: The quantity to be paid for under this item shall be the actual number of tubling plants provided, as counted onsite and verified by the Engineer.
- B. Work: The unit price per each for this item shall include providing tubling plants as shown on the Drawings, including but not limited to: tubling plant; excavation; planting; backfilling; appropriate mulch; soil amendments; maintenance; and watering.

## 2.21 BARE ROOT PLANT

- A. Measurement: The quantity to be paid for under this item shall be the actual number of bare root plants provided, as verified by the Engineer.
- B. Work: The unit price per each for this item shall include providing bare root plants as shown on the Drawings, including but not limited to: bare root plants; excavation; planting; appropriate mulch; soil amendments; maintenance; and watering.

## 2.22 LIVE STAKES

- A. Measurement: The quantity to be paid for under this item shall be the actual number of live stakes provided, as counted onsite and verified by the Engineer.
- B. Work: The unit price per each for this item shall include providing live stakes as shown on the Drawings, including but not limited to: live stakes minimum 0.5" caliper and 12 inches in length; excavation; planting; appropriate mulch; soil amendments; maintenance; and watering.

## 2.23 CONTAINER PLANT – 1-GALLON

- A. Measurement: The quantity to be paid for under this item shall be the actual number of container plants provided, as verified by the Engineer.
- B. Work: The unit price per each for this item shall include providing container plants as shown on the Drawings, including but not limited to: container plant minimum 0.5" caliper and 36" in height; excavation; planting; backfilling; appropriate mulch; soil amendments; maintenance; and watering.

## 2.24 RIPARIAN SEED MIX AND MULCHING

- A. Measurement: The quantity to be paid for under this item shall be the actual number of square yards of riparian seed mix and mulching provided, as measured by determining the application area of the seed mixture.
- B. Work: The unit price bid per square yard for this item shall include providing riparian seed mix and mulching as shown on the Drawings, including but not limited to: seed; mulch; addition of soil amendments; and watering. No payment will be made for seeded and mulched areas until the establishment of a sufficient growth of grass as examined and approved by the Engineer.

## 2.25 BOULDER TOE

- A. Measurement: The quantity to be paid for under this item shall be the actual number of linear feet of rock toe stabilization provided, as measured in the field along the installation and verified by the Engineer.
- B. Work: The unit price bid per linear foot for this item shall include providing rock / boulder toe stabilization as shown on the Drawings, including but not limited to: excavation, foundation/leveling stone, coir matting, drainage and dewatering, rocks/boulders, and backfill and compaction.

## 2.26 ROCK SILL

- A. Measurement: The quantity to be paid for under this item shall be the actual number of rock sills provided, as measured in the field.
- B. Work: The unit price per each for this item shall include providing rock sills as shown on the Drawings, including but not limited to: excavation, foundation/leveling stone, drainage and dewatering, rocks/boulders, and backfill and compaction.

## 2.27 LOG SILL

- A. Measurement: The quantity to be paid for under this item shall be the actual number of log sills provided, as measured in the field.
- B. Work: The unit price per each for this item shall include providing log sills as shown on the Drawings, including but not limited to: excavation, logs, geotextile fabric, backfill, drainage and dewatering.

## 2.28 BRUSH TOE

- A. Measurement: The quantity to be paid for under this item shall be the actual number of linear feet of brush toe provided, as measured in the field along the toe and verified by the Engineer

- B. Payment: The unit price per linear foot for this item shall include providing brush toe as shown on the Drawings, including but not limited to: excavation, coir matting, drainage and dewatering, biodegradable stakes, soil lifts, live brush material, backfill, and filter fabric.

#### 2.29 COIR-NET COCONUT EROSION CONTROL BLANKET WITH NOTCHED WOODEN STAKES

- A. Measurement: The quantity to be paid for under this item shall be the actual number of square yards of coir-net blanket provided, based upon actual in place quantity as measured by computing the area of the fabric limits.
- B. Work: The unit price per square yard for this item shall include providing coir-net blanket to the limits as shown on the Drawings, including but not limited to: notched wooden stakes; thin layer of straw mulch to cover the soil and seed prior to fabric installation; and excavating/backfilling anchor trenches and check slots.

#### 2.30 NATIVE MATERIAL CONSTRUCTED RIFFLE, CHUNKY CONSTRUCTED RIFFLE, ANGLED LOG CONSTRUCTED RIFFLE

- A. Measurement: The quantity to be paid for under this item shall be the actual number of linear feet of constructed riffle provided, computed by multiplying the average riffle width by the riffle length measured along the horizontal centerline of the riffle. Measurement will be to the nearest whole square yard.
- B. Work: The unit price bid per linear feet for this item shall include providing constructed riffles at the location and to the line and grade as shown on the Drawings, including but not limited to: materials, rip-rap, #57 stone, and suitable soil; temporary bank stabilization; drainage and dewatering; excavation; grading; installation; grade adjustments; location, protection, and support of all known and unknown utilities; and placement and compaction of riffle materials.

#### 2.31 TEMPORARY BRIDGE MAT STREAM CROSSING

- A. Measurement: The quantity to be paid for under this item shall be for the actual number of each bridge mat stream crossings provided, as measured in the field.
- B. Work: The unit price per each for this item shall include providing the temporary bridge mat stream crossing as shown on the Drawings, including but not limited to: bridge mats; stone ramps to mats; timber mat supports, geotextile fabric; removal and offsite disposal of all materials; and location, protection, and support of all known and unknown utilities.

The bid price for this item shall be paid as follows: 90% of the contract amount for this item shall be distributed over the duration of the project and paid in amounts proportional to the amount of the contract work completed. The remaining 10% of the contract amount for this item is to be paid at time of the Final Payment or upon removal of the temporary crossing. In no case shall the payment under this provision be in excess of the unit bid item as shown in the Schedule of Prices.

#### 2.32 BOULDERS

- A. Measurement: The quantity to be paid for under this item shall be the actual number of tons of boulders provided, as measured by weighing boulders in trucks.

- B. Work: The unit price bid per ton for this item shall include providing boulders as shown on the Drawings, including but not limited to: excavation; boulders; bedding material; filter fabric; and providing backfill material.

#### 2.33 ENHANCED WETLAND OUTLET

- A. Measurement: The quantity to be paid for under this item shall be the actual number of enhanced wetland outlets provided, as measured in the field.
- B. Work: The unit price per each for this item shall include providing enhanced wetland outlets as shown on the Drawings, including but not limited to: excavation, class A rip-rap, class B rip-rap, ABC stone, backfill, drainage and dewatering.

#### 2.34 TRAFFIC CONTROL

- A. Measurement: Measurement shall not be made for this item.
- B. Work: The lump sum price for this item shall include providing, maintaining, repositioning, and removing traffic control devices, signage, markings, flaggers, warnings, barricades, cones, barrels, permitting, permitting, traffic control plan submittal for owner approval Owner, and other devices as shown on the Drawings and as required to maintain safe flow of pedestrians and traffic in accordance with the NCDOT Manual on Uniform Control Devices (MUTCD) throughout all phases of the project. Traffic Control will be paid in partial payments as follows:
  - 1. 25% of the lump sum price on the first partial payment estimate made after any work has been performed on the Traffic Control pay item.
  - 2. 25% of the lump sum price on the first partial payment after work is 25% complete
  - 3. 25% of the lump sum price on the first partial payment after work is 50% complete.
  - 4. 25% of the lump sum price on the first partial payment after work is 100% complete.

-- End Traffic Control items --

#### 2.35 PERMANENT SEEDING, FERTILIZING, AND MULCHING

- A. Measurement: The quantity to be paid for under this item shall be the actual number of square yards of permanent seeding, fertilizing, and mulching provided, as measured by determining the application area of the seed mixture in the field.
- B. Work: The unit price per square yard for this item shall include providing permanent seeding, fertilizing, mulching, and mowing in all denuded areas not being stabilized by pavement, concrete, or stone, including but not limited to: seed; mulch; addition of soil amendments; fertilizer/lime; and watering for the duration of construction. No payment will be made for seeded areas until the establishment of a sufficient growth of grass as examined and approved by the Engineer.

#### 2.36 TEMPORARY SEEDING, FERTILIZING, AND MULCHING

- A. Measurement: The quantity to be paid for under this item shall be the actual number of square yards of temporary seeding, fertilizing, and mulching provided, as measured by determining the application area of the seed mixture in the field.
- B. Work: The unit price per square yard for this item shall include providing temporary seeding, fertilizing, and mulching in all denuded areas requiring temporary stabilization as

required on the Drawings and/or in the Specifications, including but not limited to: seed; mulch; addition of soil amendments; fertilizer/lime; and watering for the duration of construction. No payment will be made for seeded areas until the establishment of a sufficient growth of grass as examined and approved by the Engineer.

#### 2.37 ASPHALT PAVEMENT – REPAIR/PATCH EXISTING

- A. Measurement: The quantity to be paid for under this item shall be the actual number of square yards of roadway asphalt requiring repair.
- B. Work: The unit price bid per square yard for this item shall include providing asphalt to the lines and grades as shown on the Drawings or as required to construct the improvements shown on the Drawings, including but not limited to: all hauling, placing, asphalt binder, fine grading, rolling, temporary pavement markings and symbols, and thermoplastic pavement markings and symbols to match existing pavement markings and symbols.

#### 2.38 CURB RAMP RETROFIT

- A. Measurement: Measurement shall not be made for this item.
- B. Work: The lump sum price for this item shall include providing ramp, flares, and landing as shown on the Drawings, including but not limited to: removal and proper disposal of all items required to be removed in order to install improvements; furnishing, delivering, and installing the ramp system; and cleanup.

#### 2.39 BONDED AGGREGATE

- A. Measurement: The lump sum price for this item shall include installation of bonded aggregate as shown on the Drawings including but not limited to installation and removal and proper disposal of all items required to be removed in order to install improvements.
- B. Work: The lump sum price for this item shall include materials as shown on the Drawings, including but not limited to: removal and proper disposal of all items required to be removed in order to install improvements; furnishing, delivering, and installing the bonded aggregate; and cleanup.

#### 2.40 STANDARD DUTY CONCRETE PATHWAYS 4"

- A. Measurement: The lump sum price for this item shall include construction of the standard duty concrete pathways in as shown on the Drawings including but not limited to installation and removal and proper disposal of all items required to be removed in order to install improvements.
- B. Work: The lump sum price for this item shall include providing 4" pathways as shown on the Drawings, including but not limited to: removal and proper disposal of all items required to be removed in order to install improvements; furnishing, delivering, and installing the concrete pathways; and cleanup.

#### 2.41 BOARDWALK

- A. Measurement: Measurement shall not be made for this item.
- B. Work: The lump sum price for this item shall include providing proper installation of the boardwalk as shown on the Drawings, including, but not limited to: providing, delivering, and assembling of the boardwalk as shown on the Drawings; fabricating, furnishing, delivering, and installing the concrete abutments, piers and footings, beams, joists, fascia,

decking, and railings as shown on the Drawings; and all related hardware required for complete installation maintenance during construction; and cleanup.

#### 2.42 BENCH

- A. Measurement: The quantity to be paid for under this item shall be the actual number of benches installed as shown on the drawings.
- B. Work: The unit price per each for this item shall include providing proper installation of the benches as shown on the Drawings, including but not limited to: furnishing, delivering, and placement of benches as shown on the Drawings, placement of concrete footings, and all related hardware required for complete installation.

#### 2.43 COLLAPSABLE STANDARD BOLLARD

- A. Measurement: The quantity to be paid for under this item shall be the actual number of bollards installed as shown on the drawings.
- B. Work: The unit price per each for this item shall include providing proper installation of the bollards as shown on the Drawings, including, but not limited to: providing, delivering, and installation of bollards as shown on the Drawings; maintenance during construction; and cleanup.

#### 2.44 GLULAM 40 FT. SPAN BRIDGE

- A. Measurement: Measurement shall not be made for this item.
- B. Work: The lump sum price for this item shall include providing proper installation of the glulam span bridge as shown on the Drawings, including, but not limited to: providing, delivering, and assembling of the glulam span bridge as shown on the Drawings; fabricating, furnishing, delivering, and installing the concrete abutments, piers and footings, beams, joists, fascia, decking, and railings as shown on the Drawings; and all related hardware required for complete installation maintenance during construction; and cleanup.

#### 2.45 PROJECT VIDEO AND PHOTOGRAPHS

- A. Measurement: Measurement shall not be made for this item.
- B. Work: The lump sum price for this item shall include providing Project photography as required in the Specifications, including but not limited to: video and photographs documenting the existing property conditions prior to the start of construction, periodically during construction, and at project completion.

#### 2.46 PLS-SEALED AS-BUILT SURVEY

- A. Measurement: Measurement shall not be made for this item.
- B. Work: The lump sum price bid for this item shall include furnishing PLS-Sealed As-Built Survey as required to locate all improvements and document the actual construction, including but not limited to: horizontal and vertical location of all constructed improvements (surface and subsurface), office processing of survey data, and providing of an as-built survey sealed by a North Carolina Professional Land Surveyor.

#### 2.47 ALLOWANCE FOR THIRD PARTY SOIL COMPACTION TESTING

- A. Measurement: Measurement shall not be made for this item.

- B. An allowance has been established for soil compaction testing as required in the Contract Documents. The allowance has also been established to defer selection of actual services to a later date when additional information is available for evaluation. This allowance shall only be utilized upon request by the Owner for these testing services.
- C. Prior to testing, Contractor shall submit the contract between the testing firm and Contractor to the Owner for approval. Where services are requested by Owner, Contractor shall submit invoices to show actual cost of services for use in fulfillment of allowance.
- D. Payment for allowance shall be for actual invoices for third party services plus up to 5 percent of cost of the services as compensation for coordination of the work.

2.48 OWNER'S CONTINGENCY (15% OF SUBTOTAL EXCLUDING MOBILIZATION)

- A. Measurement: Measurement for this item shall be based on the measurement methods described for applicable work items provided under this item at the direction of the Owner.
- B. Work: This item shall be used at the Owner's sole discretion. Specific items to be provided shall be as directed by the Owner. Specific items shall include the Work described in the applicable contract items and shall be paid at the unit price established in the bid.

PART 3 PRODUCTS (NOT USED)

PART 4 EXECUTION (NOT USED)

END OF SECTION