

ADDENDA

ADDENDUM NUMBER 4 (FOUR)

DATE: September 5, 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:

- Questions and clarifications on the contract documents
- New Sections: Please replace existing sections in the project manual with the following updated sections included as attachments:
 - 00410 – Bid Form
 - Updated to include pay item for Glulam Bridge and to reflect change in the number of days to Substantial Completion
 - 00520 - Agreement
 - Updated to reflect change in the number of days to Substantial Completion
 - 00550 – Notice To Proceed
 - Updated to reflect change in the number of days to Substantial Completion and the anticipated date the NTP is expected to be issued.
 - 01 22 00 - Unit Prices
 - Updated to include Unit Price for Glulam Bridge
 - 01 35 13 Specific Project Requirements
 - Updated to provide clarification on bridge submittals
- Project Manual Holder List
- DWG file (.dwg) that contains the existing and proposed surfaces and the proposed top of bank lines for the streams.
 - DWG file uploaded to <https://bidroom.duncan-parnell.com/>

Questions and Clarifications:

- Days to achieve Substantial Completion change to 180 days after NTP:
 - Please note that the days to achieve substantial completion has been changed from 210 days to **180 days**. This has been changed in order to conform with the requirements set forth in a temporary non-conforming use request, which restrict construction activity on parks funded with Land and Water Conservation Funds to six months. City staff will work with the awarded contractor to coordinate City Permits and the pre-construction conference in advance of the NTP issuance to ensure that work can begin as soon as the NTP is issued. It is anticipated that the NTP will be issued in **June, 2025**.
- Is Builders Risk Insurance a requirement for this project?
 - No. The Builders Risk Insurance requirement has been waived for this particular project, given the scope and minimal cost associated with the work.
- Are certified payrolls required?
 - See Section 00800 Article 13.01 B.1 – Cost of Work
 - See Section 01 70 00 Part 1.09 –“Closeout Procedures”
- For the boardwalk and bridge items on this project, are driven timber pilings an acceptable substitute for reinforced concrete piers/footers?
 - No, the contractor is to install the concrete foundations as designed. Driven timber piles would likely be larger than what is shown and would be a noisier install. Based on review with Geotechnical Engineer and Structural Engineer, reference boring log B2 location, these timber piles could be 20’ or longer, which is cost prohibitive, and will not perform as well against long term settlement as current concrete foundations, given soil profiles. Further, driven piles require an experienced specialty subcontractor to measure drop heights and blows/inch, which would require special inspection and another third-party to monitor and approve installation during construction.
 - Reference Section 01 35 13 Part B.3 Contractor’s Bridge and Boardwalk Design and Submittals
- Can a line item be added for the Glulam Bridge be added to the bid tabulation?
 - The Glulam bridge will be added to the bid form.
 - Reference updated Section 00410 – Bid form
 - Reference updated Section 01 22 00 – Unit Prices
- We want to clarify that the drawings released are stamped and adequate for this project, or is it the contractor’s responsibility to have obtain these drawings?
 - The structural drawings released are stamped and adequate for this project.
 - Section 01 35 15 Part C. 3 has been updated. See attached updated Section and change below:
 - C.3. Contractor’s Bridge and Boardwalk and Submittals
 - Contractor is responsible delivering, assembling, and installing the Glulam span bridge and boardwalk as shown in the Contract Documents and detailed on Sheets S001 to S203 of the Plans.
 - Prior to installation, Contractor shall submit shop drawings of the Glulam span bridge and boardwalk for review and approval of Engineer. All submittals shall be made a minimum of two weeks prior to construction or placing an order for materials for review by the Engineer.
- In regard to the shop drawings, are we to build this according to the current design or are do we need to

- contract a structural engineer for their design to be submitted?
- Build to current design. Contractor shall submit shop drawings of the Glulam span bridge and boardwalk for review and approval of Engineer.
 - Reference Section 01 35 13 Specific Project Requirements Part B.3 Contractor's Bridge and Boardwalk Design and Submittals
 - Line items no. 45 and 46 are labeled permanent seeding. According to the planting table they are both plugs. We want to clarify if these two zones are in addition to plug count in line item 16, or are these two zones included in the 1350 plugs according to line item 16?
 - The plugs in line item 16 are in addition to the permanent seeding in line items 45 and 46. The planting table labeled *Permanent Wetland Seeding* correlates with the line items for upper wetland, littoral zone, and emergent wetland permanent seeding (Line Items #44, 45, and 46).
 - Refer to Sections 00410 Bid Form
 - Refer to Section 01 22 00 Unit prices
 - Refer to Section 01 35 13 Specific Project Requirements
 - What are the requirements for the photography/videography?
 - Please reference the following sections in the project manual:
 - Section 01 11 00 Summary of Work, Part 1.06 "Videos and Photoshop Inspection"
 - Section 01 22 00 Unit prices, Part 2.50
 - Section 01 33 00 Submittal Procedures, Part 1.04 E. "Video and Photographic Inspection"
 - Section 01 35 13-Specific Project requirements, Part B.5
 - Section 01 78 39 – Project Record Documents
 - Appendix C: CCTV Inspection Requirements, which includes the "STORMWATER CONVEYANCE PIPE INSPECTION CHECKLIST"
 - With there being fill and a boulder toe going over top of the existing gas lines along East Creek, should the contractor assume encasing the visible gas line with concrete on east creek?
 - The gas line is protected by casing pipe and Dominion Energy will determine if the casing pipe needs to be replaced in advance of the Worthdale Park Stream Restoration & Stormwater Improvements Project. The boulders depicted on the plans are not indicative of the exact placement of each individual stone but rather parts of a symbol representing the overall proposed structure location. Individual boulders shall not be placed directly above the gas line and a gap of approximately six inches shall be left between the individual boulders immediately upstream and downstream of the gas line.

Attachments

- Updated Project Manual Sections:
 - 00410 – Bid Form (9/3/2024)
 - 00520 – Agreement (9/4/2024)
 - 00550 – Notice To Proceed (9/4/2024)
 - 01 22 00 - Unit Prices (9/3/2024)
 - 01 35 13 Specific Project Requirements
- Project Manual Holder List
- DWG file (.dwg) that contains the existing and proposed surfaces and the proposed top of bank lines for the streams.
 - Please see "Worthdale Park Proposed Surfaces and TOB Lines.dwg" file on Duncan Parnell, <https://bidroom.duncan-parnell.com/>

BID FORM

PROJECT: Worthdale Park Stream Restoration and Stormwater Improvements

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

BID FROM: _____

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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.)	\$
The Total Contract for the Lump Sum Price of:	\$

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

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

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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 - 2	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	2.38	SY	100.0		
40.	Curb Ramp Retrofit	L501 - T-20.01.5	N/A	2.39	LS	1		
41.	Bonded Aggregate	L501 - C3	N/A	2.40	SF	1000.0		
42.	Standard Duty Concrete Pathways 4"	L501 - D1	N/A	2.41	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.	Concrete Piers & Footings	S201 - 1	N/A	2.37	CY	65		
50.	6x6 Posts	N/A	N/A	2.42	EA	128		
51.	2x10 PT Beam	S201 - 1	N/A	2.43	LF	513		
52.	2x10 PT Joist	S201 - 1	N/A	2.44	LF	513		
53.	2x10 PT Fascia	S201 - 1	N/A	2.45	LF	513		
54.	2x6 Decking	N/A	N/A	2.46	SF	320		
55.	Wood & Wire Filled Railings	N/A	N/A	2.47	LF	1026		

Item No.	Description	Applicable Detail	Specification Section	01 22 00 Pay Items Paragraph	Unit	Estimated Quantity	Bid Unit Price	Extended Bid Price
56.	Bench	L501 - GW-50.01	N/A	2.48	EA	3		
57.	Collapsible Standard Bollard	L501 - GW-10.07	N/A	2.49	EA	2		
58.	Glulam 40 ft. Span Bridge	S202/S203	N/A	2.50	EA	1		
59.	Project Video and Photographs	N/A	01 11 00 / 01 33 00 / 31 05 00 / 31 23 34	2.51	LS	1		
60.	PLS-Sealed As-Built Survey	N/A	01 11 00 / 01 78 39	2.52	LS	1		
61.	Allowance for Third Party Soil Compaction Testing	N/A	N/A	2.53	LS	1		\$16,800
62.	Owner's Contingency Allowance (15% OF SUBTOTAL EXCLUDING MOBILIZATION)	N/A	N/A	2.54	LS	1		

TOTAL BID PRICE (Sum of Items 1 through 62) _____

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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 180 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): _____

AGREEMENT

INSTRUCTIONS TO CONTRACTORS AND REQUIREMENTS AS TO FORM FOR CITY OF RALEIGH, NC AGREEMENTS

DO NOT REMOVE FROM AGREEMENT

Please observe the following in executing the attached Contract:

1. The Owner may enter into an Agreement with three types of legal entities.
 - (a) If the Agreement is with an individual, that individual should sign the Agreement exactly as his name is set out. If the Agreement is with an individually-owned business, the Agreement should be with the individual owner, and not the named business.
 - (b) Execution on behalf of a corporation should be by an authorized corporate officer, with a second corporate officer signing to attest, with the corporate seal affixed. An official other than a corporate officer should attach documentation of their authority to execute and bind the company.
 - (c) If the Agreement is with a partnership, a general partner may execute unless an authorized partner is designated to execute. Documentation of such authorization should be attached.
2. After signing the Agreement, the appropriate notary's acknowledgement, either in the corporate form or individual/partnership form should be completed.
3. The Performance and Payment Bonds should be attached to the Agreement package. They should be signed by the Contractor, and his signature should be acknowledged with the appropriate acknowledge 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.
4. The Agreement should not be dated, except by the last person executing the Agreement, normally the City Clerk.
5. The Bid Form and all other documents submitted with the Bid shall be included with the Agreement and as noted in Article 9.
6. Page 00510 -1: If present, complete the Acceptance of Notice section on this page.
7. Pages 00520-3 through 00520-13: Complete in entirety.
8. Section 00610, 00615, 00616, 00617, and 00618: Complete in entirety.

9. Section 00618: Certificate of Insurance, Article 5 of the General and Supplementary Conditions requires the Certificate of Insurance to have those named as Additional Insured in each policy issued.
10. Most Certificates of Insurance state under the cancellation clause that "the issuing company will endeavor to mail 30 days written notice to the ..." and "but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its agents or representatives. Direct Notice of Cancellation endorsement is to be attached to corresponding Certificates of Insurance. With regard to expiration, cancellation, reduction, restriction, or any other change, certificates shall state:

"Should any of the following described policies be canceled before expiration date or be due to expire within thirty (30) days, the insurer shall mail thirty (30) days prior written notice to named certificate holder."
11. Four copies of the Contract are sent to the Contractor. The original and duplicates should be signed and returned to the Owner for signature, after which two duplicates will be returned to the Contractor. One copy may be retained by the Contractor and the other is for the use of the Bonding Company(s).
12. Failure to fully complete all four sets of the Contract Documents will cause delays in the approval by the Owner and therefore delay the issuance of the Notice to Proceed.

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT
CITY PURCHASE ORDER NO. [enter number]**

THIS AGREEMENT is by and between The City of Raleigh (Owner) and [Contractor's Name] (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- 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

ARTICLE 2 – THE PROJECT

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Worthdale Park Stream Restoration

ARTICLE 3 – ENGINEER

The Project has been designed by Wildlands Engineering, Inc. (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. The Owner may assign a Job Site Observer.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

- A. The Work will be substantially completed within 180 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 270 after the date when the Contract Times commence to run.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$1,000 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times or any proper extension thereof granted by Owner, Contractor shall pay Owner \$1,000 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.04 Milestone Dates

N/A

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, 5.01.C, and 5.01 D below:

The Contract Price shall not exceed the Total Contract amount of [insert written out Contract Price here] Dollars [\$insert Contract Price in numerical form here] unless changed by a duly authorized amendment or change order.

A. For all Work other than Unit Price Work, a lump sum of _____
_____ Dollars (\$
_____)

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

~~B. For the Lump Sum for the following work items:~~

A. — \$ _____

B. — \$ _____

The Total Contract for the Lump Sum Price of: \$ _____

~~C. For the following Alternates as selected by the Owner for inclusion in the Project as follows:~~

A. — \$ _____

B. — \$ _____

C. — \$ _____

~~D. For all 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 actual quantity of that item:~~

UNIT PRICE WORK

SEE SECTION 00410. "UNIT PRICE BID SCHEDULE" SHALL SERVE AS "UNIT PRICE WORK" TABLE

~~**SEE SECTION 00410. "UNIT PRICE BID SCHEDULE — ALTERNATE 1" SHALL SERVE AS "UNIT PRICE WORK — ALTERNATE 1" TABLE**~~

~~**SEE SECTION 00410. "UNIT PRICE BID SCHEDULE — ALTERNATE 2" SHALL SERVE AS "UNIT PRICE WORK — ALTERNATE 2" TABLE**~~

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 10.05 of the General Conditions.

E. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during

performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.05 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Final Completion, progress payments will be made in an amount equal to the percentage indicated in the Supplementary Conditions but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 15.01 of the General Conditions.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06 of the General Conditions.

ARTICLE 7 – INTEREST

- 7.01 Once a Progress or Final Payment Application has been submitted by the contractor, recommended by the Engineer, and Approved by the Owner, if payment is not made, the Contractor will be due interest beginning on the 46th day following Owner acceptance at a rate of 1% per month or fraction thereof in accordance with NC General Statute 143-134.1(a).

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor 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. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor 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), if any, that have been identified in Paragraph SC-5.03 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-5.06 of the Supplementary Conditions as containing reliable "technical data."
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-

related reports and drawings identified in the Contract 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 Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor 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 Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 00520-1 to 00520-9, inclusive).
 - 2. Performance bond (pages 00610-1 to 00610-4, inclusive).
 - 3. Payment bond (pages 00615-1 to 00615-4, inclusive).
 - 4. Certificate of Owner's Attorney (page 00616)
 - 5. Affidavit (page 00617)
 - 6. Certificate of Insurance (pages 00618-1 to 00618-X, inclusive).
 - 7. General Conditions (pages 00700-1 to 00700-70, inclusive).
 - 8. Supplementary Conditions (pages 00800-1 to 00800-42, inclusive).
 - 9. Specifications as listed in the table of contents (pages 00010-1 to 00010-2) of the Project Manual.
 - 10. Drawings consisting of 67 sheets with each sheet bearing the following general title: Worthdale Park Stream Restoration.
 - 11. Addenda as follows: [Click or tap here to enter text.](#)
 - 12. Exhibits to this Agreement (enumerated as follows):

- a. Contractor's Bid (Sections 00410, 00411, and 00430).
 - b. Documentation submitted by Contractor prior to Notice of Award (City of Raleigh Bid Documentation; Sections 00440, 00441, 00442, 00443, and 00444).
 - c. Notice of Award (Section 00510).
13. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Notice to Proceed (Section 00550).
 - b. Work Change Directives (Section 00940).
 - c. Change Orders (Section 00941).
 - d. Field Orders (Section 00942).
 - e. Warranty Bonds, if any.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (**except as expressly noted otherwise above**).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "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 or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "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
 - 4. "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.

10.06 Right to Audit Clause

- A. Contractor's, subcontractors' and sub-subcontractors' "records" shall upon reasonable notice be open to inspection and subject to audit and/or reproduction during normal business working hours. Such audits may be performed by a City's representative or an outside representative engaged by City. The City or its designee may conduct such audits or inspections throughout the term of this Contract and for a period of three years after final payment or longer if required by law. City's representatives may (without limitation) conduct verifications such as counting employees at the Construction Site, witnessing the distribution of payroll, verifying information and amounts through interviews and written confirmations with Contractor employees, field and agency labor, subcontractors, and vendors.
- B. Such records shall include (hard copy, as well as computer readable data if it can be made available): written policies and procedures; time sheets; payroll registers; payroll records; cancelled payroll checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, negotiation notes, etc.); original bid estimates; estimating work sheets; correspondence; Change Order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; invoices and related payment documentation; general ledger information detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor

records which may have a bearing on matters of interest to the City in its sole discretion in connection with the Contractor's dealings with the City, including but not limited to:

1. Compliance with Contract requirements for deliverables;
 2. Compliance with Construction Documents;
 3. Compliance with City's business ethics expectations;
 4. Compliance with Contract provisions regarding the pricing of Change Orders;
 5. Accuracy of Contractor representations regarding the pricing of invoices; or
 6. Accuracy of Contractor representations related to claims submitted by the Contractor or any of its payees.
- C. Contractor shall require all payees (examples of payees include subcontractors, material suppliers, insurance carriers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Contractor and payee. Contractor will ensure that all payees (including those entering into lump sum contracts) have the same right to audit provisions contained in this Contract.
- D. City's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.
- E. If an audit, inspection or examination in accordance with this article, discloses overpricing or overcharges (of any nature) by the Contractor to the City in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Contractor.
- F. The Contractor agrees to maintain all information pertaining to billing for services performed under this Contract in accordance with state law for public records. The Contractor shall afford the City access to these records for audit at such intervals as may be desired by the City. The Contractor shall also preserve the records for a period of three (3) years after Final Payment (or, alternatively, for a period of three years after termination of this Contract), or longer if required by law, during which time the City shall have access for audit purposes.
- G. The rights established under this section shall survive the expiration or termination of this Contract, and shall not be deleted, circumvented, limited, confined, or restricted by contract or any other section, clause, addendum, attachment or subsequent amendment to this Contract or any of the other Contract Documents.

10.07 Iran Divestment Act Certification

- A. 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.

10.08 E - Verify

- A. 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.

10.09 Companies Boycotting Israel Divestment Act Certification

- A. 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.

10.10 Applicability of North Carolina Public Records Law

- A. 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 paragraph, the provisions of this section shall control.

THIS SPACE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in quintuplicate. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

CITY OF RALEIGH, N.C.

****Name of Contractor****

By: _____

By: _____

Title: **City Manager or Authorized Designee**

Title: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Attest: **Gail G. Smith**

Attest: _____

Title: **City Clerk**

Title: _____

Address for giving notices:

Address for giving notices:

City of Raleigh

222 W. Hargett Street

Raleigh, North Carolina 27601

License No.: _____

THIS INSTRUMENT APPROVED AS TO FORM:

(Where applicable)

City Attorney

Agent for service of process:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, and thus shall attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE: If the Contractor is a Corporation, the legal name of the Corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the Corporation; if Contractor is a partnership, the true name of the firm shall be set forth above, together with the signatures of all the partners; and if Contractor is an individual, his signature shall be placed above. If signature is by an agent other than an officer of a Corporation or a member of a partnership, a Power of Attorney must be attached hereto. Signature of Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgement.

(PLEASE COMPLETE ACKNOWLEDGEMENTS)
(CORPORATE ACKNOWLEDGEMENT)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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 ___he is the President and
_____ is the Secretary of _____, 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

(SEAL)

My Commission Expires:

(CITY ACKNOWLEDGEMENT)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

This is to certify that on the _____ day of _____, 20_____, before me
personally came R, with whom I am personally acquainted, who, being by me duly sworn, says that
he is the City Manager and Gail G. Smith is the City Clerk of the City of Raleigh, the municipal
corporation described in and which executed the foregoing: that she knows the corporate seal of
the said municipal corporation; that the name of the municipal corporation was subscribed thereto
by the said City Clerk and that the said corporate seal was affixed, all by order of the governing
body of said municipal corporation, and that the said instrument is the act and deed of said municipal
corporation.

Witness my hand and official seal this _____ day of _____ 20_____

Notary Public

(SEAL)

My Commission Expires:

NOTICE TO PROCEED

Owner: City of Raleigh Owner's Project No.: _____
Engineer: Wildlands Engineering, Inc. Engineer's Project No.: W21626
Contractor: _____ Contractor's Project No.: _____
Project: Worthdale Park Stream Restoration
Contract Name: _____
Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on (anticipated **June, 2024**) pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The number of days to achieve Substantial Completion is **180** days from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of (Month, day, year); and the number of days to achieve readiness for final payment is **270** days from the commencement date of the Contract Times, resulting in a date for readiness for final payment of (Month, day, year).

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

Owner: City of Raleigh
By (signature): _____
Name (printed): _____
Title: _____
Date Issued: _____
Copy: Engineer

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. Measurement: The quantity to be paid for under this item shall be the actual number of linear feet of pipe of any material removed and disposed of properly, as measured along the horizontal centerline of the pipe.
- 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: The quantity to be paid for under this item shall be the actual number of tons of rip rap provided, as measured by weighing rip rap in trucks at quarry. Contractor shall provide tickets for delivery of rip rap. Only rip rap documented with quarry tickets will be paid for.
- B. Work: The unit price per ton for this item 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: The quantity to be paid for under this item shall be the actual number of tons of NCDOT stone provided as measured by weighing stone in trucks.
- B. Work: The unit price bid per ton for this 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 2.19 Comprehensive Grading Measurement shall not be made for this item.
- B. Work: The lump sum price for 2.18 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 2.18 Comprehensive Grading Measurement shall not be made for this item.

Work: The lump sum price for 2.18 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 2.19 Comprehensive Grading. Measurement shall not be made for this item.
- B. Work: The lump sum price for 2.18 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 tubing plants provided, as counted onsite and verified by the Engineer.
- B. Work: The unit price per each for this item shall include providing tubing plants as shown on the Drawings, including but not limited to: tubing 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 CONCRETE PIERS & FOOTINGS

- A. Measurement: The quantity to be paid for under this item shall be the actual number of cubic yards of concrete piers & footings provided.
- B. Work: The unit price per cubic yard for this item shall include providing concrete piers & footings as shown on the Drawings, including but not limited to: fabricating, furnishing, delivering, and installing the piers; all excavation and backfilling, and furnishing and placing concrete footings.

2.38 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.

2.39 CURB RAMP RETROFIT

- A. Measurement: The lump sum price for this item shall include construction of the curb ramp retrofit 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 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.

2.40 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.

2.41 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.

2.42 6" BY 6" POSTS

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

2.43 2" BY 10" BEAM

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

2.44 2" BY 10" JOIST

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

2.45 2" BY 10" FASCIA

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

2.46 2" BY 6" DECKING

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

2.47 WOOD & WIRE FILLED RAILINGS

- A. The quantity to be paid for under this item shall be the actual number of linear feet of wood & wire filled railings provided, as measured along the top bar of the installed rail.
- B. The unit price per linear foot for this item shall include providing wood & wire filled railings as shown on the Drawings, including but not limited to: furnishing, delivering, and installing the handrail; fastening hardware, and all related hardware required for complete installation.

2.48 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.

2.49 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.

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.

2.50 GLULAM 40 FT. SPAN BRIDGE

- A. Measurement: The quantity to be paid for under this item shall be the actual number of bollards installed as shown on the drawings.

Work: The unit price per each 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; maintenance during construction; and cleanup.

2.51 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.

2.52 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.

2.53 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.

2.54 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

SECTION 01 35 13
SPECIFIC PROJECT REQUIREMENTS

This section forms a part of the Contract Documents and modifies the technical specifications as necessary for the project. Documents with changes are as noted below.

A. Division 31

1. Section 31 05 00, Earthwork

- a. Exclude Section 3.12. Soil Testing A. Proof Rolling
- b. Exclude Section 3.12. Soil Testing B. Laboratory Testing Specialist

2. Section 31 35 00, In-Stream Structures

- a. Exclude Section 1.03 Definitions A. Root Wad
- b. Exclude Section 1.03 Definitions B. Gabions
- c. Exclude Section 1.03 Definitions C. Cofferdam
- d. Section 2.02 Rock Toe Protection will be referred to as Boulder Toe
- e. Exclude Section 2.03 Root Wad
- f. Exclude Section 2.04, Log Vane
- g. Exclude Section 2.06 Gabion Baskets and Gabion Mattresses
- h. Exclude Section 2.08 Cofferdam
- i. Exclude Section 2.10 Coir Logs
- j. Exclude Section 3.03 Root wad
- k. Exclude Section 3.04 Log Vane
- l. Exclude Section 3.06 Soil Lift
- m. Exclude Section 3.07 Gabion Baskets and Reno Mattresses
- n. Exclude Section 3.11 Temporary Stream Crossing with Pipes
- o. Add Section 2.11 Log Sill

- A. Logs used to construct the Log Sills must be relatively straight, hardwood, and follow minimum sizing as shown in the construction plan details. Logs used to construct Log Sills must be of appropriate length to be embedded in each bank as shown on the detail.

p. Add Section 2.12 Boulder Sill

- A. Boulder Sills shall be constructed of native stone if such material is available. If it is not available, quarry stone may be substituted. Boulders shall meet the requirements as described in Section 1042 of the NCDOT Standard Specifications. The filter fabric shall meet the requirements of Section 1056 of the NCDOT Standard Specifications for Type 2 Fabric.

q. Add Section 3.13 Log Sill

- A. The Contractor shall place Log Sills in locations shown on the plans or as directed by Engineer, to the depths, widths, and lengths as shown on the plans and described in the details or directed by Engineer. All logs and fabric shall be placed to form an in-stream structure in accordance with the plans, neatly and uniformly, and shall meet the approval of Engineer.
- B. Log sills shall be installed with a minimum of 5 feet of both header and footer log buried into the bank on both sides of the structure. Excavate a trench for the log sill at the correct depth and angle. Place the footer log first, then the header log slightly offset from the footer log. Nail woven filter fabric to the log at 12-inch intervals on the upstream face of the entire header log, folding over the edge of

the filter fabric before nailing to prevent fraying. Run the filter fabric down along the upstream side of the header and footer logs and then upstream of the footer log for a minimum of 5 feet along the bottom of the excavated trench to seal the log and prevent piping. Backfill the trench with material detailed in the plans in 6 inch lifts, tamping & compacting the backfill as progress is made

- C. The lowest elevation point on a sill must be within the center third of the exposed top of the installed sill. Installed sills which do not meet this criterion are required to be removed and reinstalled until this is achieved. Log sills may not be notched with a chainsaw unless approved ahead of time by Engineer. Sills are to be installed with the center elevation up to 0.2' below the elevation where the sill meets the stream bank whenever possible. The lowest elevation point on the top of the sill shall match the invert elevation shown in the profile for the structure, or as directed by the Designer in the field.

r. Add Section 3.14 Boulder Sill

- A. The Contractor shall place Boulder Sills in locations shown on the plans or as directed by Engineer, to the depths, widths, and lengths as shown on the plans and described in the details or directed by Engineer. All boulders and fabric shall be placed to form an in-stream structure in accordance with the plans, neatly and uniformly, and shall meet the approval of Engineer
- B. Boulder Sills will be constructed according to the detail shown on the plans or as directed by the Engineer. Begin construction by selecting rocks for curved boulder sills that fit together well with little or no gap between the boulders. Excavate curved boulder sill trench to the depth of the header and footer sill rocks, 3 feet into the banks, and a minimum of 5 feet upstream of the boulders. Install footer boulders in a slight U shape with the bank boulders slightly downstream of the boulders across the bed. Bank boulders shall be angled upslope slightly. Once boulders are placed across the bed of the channel, a sill boulder shall be placed on both sides of the sill perpendicular to the bank, touching the end of the installed footer boulders. Boulders shall be placed close together with no gaps; gaps that cannot be avoided shall be tightly chinked with smaller riprap. Header boulders shall be set on top of the footer boulders, shifted slightly upstream (3-6 inches) so that water flowing off the header boulder falls onto the footer boulders. The header boulders shall be installed so that two boulders meet in the center of the channel, forming the low point. Header boulders shall be placed on top of the footer boulders and slope gently up in the downstream direction. Header boulders shall also be installed on both sides of the sill. The low point in the center of the boulder sill shall match the elevation of the tail of riffle in the profile. Installed sills which do not meet this criterion will be required to be removed and reinstalled until this is achieved. Once header and footer boulders are installed, install nonwoven filter fabric on top of the header boulders, down the upstream face of the header and footer boulders, and upstream along the bed of the trench for 5 feet. Filter fabric must extend from the end of boulder sill, across the channel boulders, and to the other end of the boulder sill. Once sill and filter fabric is installed, backfill over the filter fabric with

material shown on the plans in 6 inch lifts, tamping to compact as progress is made.

C. Division 32

1. Section 32 92 00, Lawns and Grasses

- a. For Section 2.01. Table 1. And Table 2. Permanent Seeding, refer to updated seeding table below:

Planting Dates	Species Name	Common Name	Pounds/Acre
All Year	<i>Festuca arundinacea</i>	Tall Fescue	40
All Year	<i>Festuca rubra</i>	Creeping Red Fescue	40
All Year	<i>Trifolium repens</i>	Ladino Clover	5
Lime			1,000
Fertilizer		10-10-10	500
Mulch		Straw	4,000

- b. For Section 2.01. Table 4. Permanent Seed Mix – Riparian Restoration Area, refer to updated seeding table below:

Species Name	Common Name	lbs/acre
<i>Sorghastrum nutans</i>	Indian Grass	1.25
<i>Coreopsis tinctoria</i>	Plains Coreopsis	1.00
<i>Elymus glaberrimus</i>	Southeastern Wild Rye	2.25
<i>Elymus virginicus</i>	Virginia Wild Rye	2.25
<i>Chamaecrista fasciculata</i>	Partridge Pea	2.00
<i>Panicum virgatum</i>	Switchgrass	2.00
<i>Schizachyrium scoparium</i>	Little Bluestem	0.75
<i>Carex vulpinoidea</i>	Fox Sedge	1.00
<i>Rudbeckia hirta</i>	Blackeyed Susan	1.00
<i>Coreopsis lanceolata</i>	Lanceleaf Coreopsis	2.00
<i>Heliopsis helianthoides</i>	Oxeye Sunflower	0.50
<i>Panicum clandestinum</i>	Deertongue	0.50
<i>Senna hebecarpa</i>	Wild Senna	1.50
<i>Tripsicum dactyloides</i>	Eastern Gamagrass	1.00
<i>Coleataenia rigidulum</i>	Redtop Panicgrass	0.25
<i>Bidens aristosa</i>	Devil's Beggartick	0.75
		20.00

- c. For Permanent Wetland Seeding, refer to the updated seeding table below:

Species Name	Common Name	lbs/acre
<i>Bidens aristosa</i>	Devil's Beggartick	0.50

<i>Senna hebecarpa</i>	Wild Senna	0.75
<i>Asclepias incarnata</i>	Swamp Milkweed	0.50
<i>Helianthus angustifolius</i>	Swamp Sunflower	1.00
<i>Chasmanthium latifolium</i>	River Oats	0.25
<i>Panicum clandestinum</i>	Deertongue	1.00
<i>Elymus virginicus</i>	Virginia Wild Rye	0.75
<i>Carex vulpinoidea</i>	Fox Sedge	0.75
<i>Carex crinita</i>	Fringed Sedge	0.75
<i>Carex albolutescens</i>	Green-White Sedge	0.75
<i>Carex lurida</i>	Lurid Sedge	0.75
<i>Juncus tenuis</i> PA ecotype	Poverty Rush	0.75
<i>Juncus coriaceus</i>	Leathery Rush	0.75
<i>Juncus effusus</i>	Soft Rush	0.75
		10.00

d. For Permanent Seeding in the Turfgrass Zone, refer to the updated seeding table below:

Planting Dates	Grass Type	lbs/acre
Apr. 15 - Jun. 30	Hulled Common Bermuda	25
Jul. 1 - Apr. 14	Annual Rye**	120
**Temporary seeding, reseed according to optimum season for permanent seeding.		

e. For Permanent Seeding in the Buffer/Upland Zone within the sanitary Sewer easement, refer to the updated seeding table below:

Species Name	Common Name	lbs/acre
<i>Sorghastrum nutans</i>	Indian Grass	1.00
<i>Juncus tenuis</i> PA ecotype	Poverty Rush	0.50
<i>Elymus glabriflorus</i>	Southeastern Wild Rye	2.25
<i>Elymus virginicus</i>	Virginia Wild Rye	2.50
<i>Chamaecrista fasciculata</i>	Partridge Pea	1.50
<i>Panicum virgatum</i>	Switchgrass	2.00
<i>Schizachyrium scoparium</i>	Little Bluestem	1.00
<i>Juncus coriaceus</i>	Leathery Rush	0.50
<i>Rudbeckia hirta</i>	Blackeyed Susan	1.00
<i>Coreopsis lanceolata</i>	Lanceleaf Coreopsis	1.75
<i>Heliopsis helianthoides</i>	Oxeye Sunflower	0.50

<i>Panicum clandestinum</i>	Deertongue	0.75
<i>Senna hebecarpa</i>	Wild Senna	1.50
<i>Tripsicum dactyloides</i>	Eastern Gamagrass	1.00
<i>Coleataenia rigidulum</i>	Redtop Panicgrass	0.50
<i>Asclepias tuberosa</i>	Butterfly Milkweed	1.00
<i>Bidens aristosa</i>	Devil's Beggartick	0.75
		20.00

2. Section 32 93 00, Landscaping

a. Section 1.05. Quality assurance I. Planting time to be October 1-April 30, per Urban Forestry

b. Add Section 2.14 Bare Root Plants

A. Refer to Section 1060-10 of the NCDOT Standard Specifications for Roads and Structures for Nursery Grown Plant Materials. All plant sources and materials will be submitted to the Engineer for approval. The supplier will certify that the origins of the seed for the plants supplied were produced from Hardiness Zone 7, east of the Mississippi River. Plant material collected from the wild is not allowed unless plant material and source is approved by the Engineer. The Engineer must approve any plant substitutions. Any substitutions must be native to the project site's state and physiographic region.

B. Bare Root Plants to be used for riparian zone planting as detailed on the plans and in this specification.

c. Add Section 2.15 Herbaceous Plugs

A. Herbaceous Plugs will be installed between the normal base flow water surface elevation and top of bank on both sides of riffles at a spacing shown on plans and details or as directed by the Engineer. All applicable planting methods described in Section 3.06 F Live Stakes will apply.

3. Contractor's Bridge and Boardwalk and Submittals

a. Contractor is responsible delivering, assembling, and installing the Glulam span bridge and boardwalk as shown in the Contract Documents and detailed on Sheets S001 to S203 of the Plans.

b. Prior to installation, Contractor shall submit shop drawings of the Glulam span bridge and boardwalk for review and approval of Engineer. All submittals shall be made a minimum of two weeks prior to construction or placing an order for materials for review by the Engineer.

4. Contractor's Requirements for Concrete Specifications

a. Contractor is responsible for submission of concrete mix designs, including specifications and testing on concrete materials as identified in the Contract Documents, specification Section 321313.

b. Contractor is responsible for submission of qualification data for a qualified ready-mix

concrete manufacturer as identified in the Contract Documents, specification Section 321313.

- c. Contractor is responsible for a mockup pour that is to be reviewed and approved by the Design Team and Owner. This mockup can become a part of the final built work if approved.
- d. Contractor is responsible for coordinating testing with Construction Materials Agent that will be engaged and contracted separately the Owner.

5. Contractor's Requirements for Landscape Specifications

- a. Contractor is responsible for submission of samples/ product data for all metal edgings and aggregates used for finished paving surfaces.
- b. Contractor is responsible for submission of soil analysis/ testing as identified in Contract Documents, specification Section 329300.
- c. Contractor is responsible for submission of photos for plantings as identified in Contract Documents, specification Section 329300.
- d. Contractor is responsible for submission of photos for initial selection/ approval of boulders. Once photos are approved, boulders should be available at stone yard for tagging and final selection by the Design Team.

6. Contractor's Requirements for Site Furnishings

- a. Contractor is responsible for submission of cut sheets with material, finish and color options for site benches.
- b. Contractor is responsible for submission of cut sheets with material, finish and color indicated for site bollards.

END OF SECTION

Raleigh, NC - Worthdale Park Stream Restoration and Stormwater Improvements

Stream restoration, stream enhancement, creation of floodplain wetland areas, trail, boardwalk, and pedestrian bridge.

Plan Holders

Date	Company	Contact
8/1/24 3:44 pm	ConstructConstruct 3825 Edwards Road Suite 800 CINCINNATI, OH 45209	Construct Connect Tel: 18003642059
8/8/24 9:19 am	Crossroads Site Development PO Box 116 Bahama, NC 27503	Thomas Harrington Tel: 9199433964
8/9/24 8:00 am	Fluvial Solutions 512 Oakwood Ave. Raleigh, NC 27601	Peter Jelenevsky Tel: 9196056134
8/7/24 10:40 am	Land Mechanic Designs, Inc. 126 Circle G Ln Willow Spring, NC 27592	Michelle Glover President Tel: 9196396132 Fax: 9196397079
8/5/24 12:44 pm	Main Stream Earthwork INC 631 CAMP DAN VALLEY RD REIDSVILLE, NC 27320	Josh Bottenfield Estimator Tel: 3366139169
7/31/24 4:01 pm	RES 3600 Glenwood Avenue Suite 100 Raleigh, NC 27612	James Poe Client Solutions Manager Tel: 3363203849
8/9/24 9:04 am	Shamrock Construction & Remediation, LLC 503 Patton Avenue Greensboro, NC 27406	Brooke Ward-Hughes Project Administrator Tel: 336-444-2662 Fax: N/A
8/26/24 3:19 pm	stewarts grading and hauling 3530 nc-8 germanton, NC 27019	derek sullivan project manager Tel: 3365361047

Date	Company	Contact
8/28/24 3:42 pm	The Osborne Company of NC DBA Backwater Environmental po box 1107 S Kennedy Street eden, NC 27289	Robert Osborne President Tel: 3367071965
7/31/24 1:34 pm	W G Land Company LLC 2023 County Line Road CHAMPION, PA 15622	Bill Lamberson president Tel: 7245938351 Fax: 7245938451