



CITY OF ASHEVILLE

CONTRACT DOCUMENTS
FOR
Concrete Maintenance and ADA Improvements
Project # ST-16-17-001
Bid # 298-ST-16-17-001

City of Asheville
Public Works
Engineering Services Division

All of the foregoing documents are hereby made a part of and incorporated herein by reference into the Contract/Agreement between the City and the Contractor.

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ADVERTISEMENT FOR BIDS

Pursuant to N. C. Gen. Stat. sec. 143-131(a), bids will be received by the City of Asheville, 161 S. Charlotte St., Asheville, North Carolina, 28801, in the office of Chuck Watson (828)-251-4033 on the Second floor of the Public Works Building, room A201, Asheville, North Carolina, up to **9:00 a.m. Thursday, July 28, 2016** for the project described as follows:

Concrete Repair Contract, Maintenance and ADA Improvements

Repairing and maintaining concrete infrastructure such as sidewalks and ADA ramps throughout the City and especially concentrated around City schools. Work will be given to the contractor in the form of work orders that will be generated by City staff.

Contract documents and City specifications may be examined at the following locations:

**Engineering Services Division, Public Works building, room A201,
161 South Charlotte Street, Asheville, North Carolina**

Copies of contract documents and City Specifications may be obtained at the following locations:

All contract documents and City specifications will be available for view or hard-copy reproduction on the City of Asheville website. <http://AshevilleNC.gov/Bids>

The City of Asheville will provide paper copies of specifications and documents if it is not possible for the potential bidder to reproduce them from the electronic files provided on the website.

A non-refundable fee of Fifty Dollars (**\$50.00**) in cash or certified check is required for receipt of the copies.

Bidders are also notified that the City of Asheville has adopted a Drug-Free Workplace Policy requiring successful bidders to insure that a drug-free workplace is provided in the performance of any City of Asheville construction contracts. The requirements of that policy are included in the invitation to Bid and will be included in the contract for the construction of the Project.

An optional pre-bid conference will be held on Thursday, July 21, 2016 at 1:00 p.m. in room A109 on the first floor of the Public Works Building, 161 South Charlotte Street, Asheville, North Carolina. The project, the City of Asheville minority business enterprise goal (MBE) and the City's Drug-Free Workplace Policy will be explained. A copy of the Minority Business Plan is available from:

Brenda Mills, Economic Development Specialist (259-8050)

All bidders must have current North Carolina licenses for all work for the project.

All bids must be submitted on the form of bid proposal provided. All bids must be enclosed in a sealed envelope and properly labeled.

Bid proposals shall include the cost of required insurance and bonds and payment of any applicable local, State and Federal taxes. The City Council of the City of Asheville has adopted a policy that the City of Asheville will not enter into contracts with bidders who are delinquent in the payment of ad valorem taxes owed to the City of Asheville.

Each bid shall be accompanied by a deposit with the City of Asheville of cash, or a cashier's check, or a certified check on some bank or trust company insured by the Federal Deposit Insurance Corporation in an amount equal to not less than five percent (5%) of the bid amount. In lieu of making the cash deposit as above provided, the bidder may file a bid bond executed by a corporate surety licensed under the laws of North Carolina to execute such bonds, conditioned that the surety will upon demand forthwith make

payment to the obligee upon said bond if the bidder fails to execute the contract in accordance with the bid bond. This deposit shall be retained if the successful bidder fails to execute the contract within ten (10) days after the award of bid or fails to give satisfactory surety as required in N. C. Gen. Stat. sec. 143-129.

The successful bidder will be required to furnish a performance bond and a payment bond in the amount of one hundred percent (100%) of the contract amount. Those bonds shall meet the requirements of N. C. Gen. Stat. sec. 143-129 and of Article 3 of Chapter 44A of the North Carolina General Statutes.

No bid may be withdrawn after bids have been opened, except as provided in N. C. Gen. Stat. sec. 143-129.1.

The City of Asheville reserves the right to reject any or all bids and to waive informalities.

PUBLIC WORKS DEPARTMENT

CITY OF ASHEVILLE
POST OFFICE BOX 7148
ASHEVILLE, NC 28802
(828) 259-5617



CONTRACT DOCUMENTS

FOR

Concrete Repair Contract, Maintenance and ADA Improvements

Repairing and maintaining concrete infrastructure such as sidewalks and ADA ramps throughout the City and especially concentrated around City schools. Work will be given to the contractor in the form of work orders that will be generated by City staff.

CITY OF ASHEVILLE

PUBLIC WORKS DEPARTMENT

INSTRUCTIONS TO BIDDERS

All Bids shall be prepared in accordance with the following requirements:

IB-01 PREPARATION OF BIDS:

1. **The bid form, provisions, specifications and other components of the bid package furnished by the City of Asheville shall be used and shall not be altered. DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL.**
2. All entries including signatures shall be written in ink.
3. The Bidder shall submit a unit or lump sum price for every item in the Bid form unless specific directions in the Invitation for Bids allow for partial Bids.
4. A Total Bid shall be entered in the Bid form for every item on which a unit price has been submitted. The total Bid for each item other than lump sum items shall be determined by multiplying each unit price bid by the quantity for that item, and shall be written in figures in the "Total Bid" column in the Bid form. In case of a discrepancy between the unit price bid for a Contract Item and the Total Bid for that item, the unit price bid shall govern. In case of a discrepancy between the sum of the unit prices and Total Bid, the sum of the unit prices shall govern.
5. The Total Contract Bid Price shall be written in figures in the proper place in the Bid form. The Total Contract Bid Price shall be determined by adding the Total Bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. The individual signing the Bid shall initial the change in ink.
7. The Bid shall be properly executed. In order to constitute proper execution; the Bid shall be executed in strict compliance with the following. No other forms of execution will be accepted.
 - a. If a Bid is by an individual, it shall show the name and address of the individual and shall be signed by the individual.
 - b. If the Bid is by a Corporation, the President or Vice-president of the Corporation shall execute it in the name of the Corporation. The Secretary or Assistant Secretary shall attest the signature(s). The seal of the Corporation shall be affixed. The Bid shall show the address of the principal office of the Corporation.
 - c. If the Bid is made by a Partnership, one of the general partners shall execute it in the name of the Partnership, by the address shown for the Partnership.

- d. If the Bid is a joint venture, it shall be executed by each of the joint ventures in the appropriate manner set out above. The address for the joint venture shall be shown.
8. The Bid shall not contain any unauthorized additions, deletions or conditional bids.
9. The Bidder shall not add any provisions reserving the right to accept or reject an award, or to enter into a Contract pursuant to an award.
10. The Bid shall not contain irregularities of any kind, which make the Bid incomplete, indefinite, or ambiguous as to its meaning.
11. Alternative Bids will not be considered unless specifically called for. Where numbered Alternate Bid Items are provided under any Contract, each Bidder must submit a bid price for each numbered Alternate Item.
12. All attachments, certifications or acknowledgments attached to the Bid shall be executed in the same manner as the Bid.
13. **Do not modify the City supplied provisions in any way including adding or removing provisions. Modification of the provisions shall result in immediate rejection of the bid.**
14. **Bonds required at the time of bid submittal shall be included in a sealed envelope separate from the bid and taped to the envelope containing the bid.**
15. In order to be eligible to submit a bid or proposal for a City of Asheville construction contract, a prospective contractor must certify that it will, if awarded the contract, provide a drug-free workplace during the performance of the contract. This requirement is met by:
 - a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specify the actions that will be taken for violations of such prohibition;
 - b) Establishing a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Contractor's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violation;
 - c) Notifying each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined in 13.9.1 above, and (ii) notify the Contractor of any criminal drug statute conviction

for a violation occurring in the workplace not later than five (5) days after such conviction;

d) Notifying the Owner within ten (10) days after receiving from an employee a notice of a criminal drug statute conviction or after otherwise receiving actual notice of such conviction;

e) Imposing a sanction on, or require the satisfactory participation in a drug counseling, rehabilitation or abuse program by, an employee convicted of drug crime; and

f) Making a good faith effort to continue to maintain a drug-free workplace for employees.

By submitting a bid of proposal, a prospective contractor certifies that it will comply with the City of Asheville's drug-free workplace requirement. A false certification or the failure to comply with the above drug-free workplace requirements during the performance of the contract shall be grounds for suspension, termination, or debarment.

IB-02 RECEIPT AND OPENING OF BIDS:

Each Bid must be submitted in a sealed envelope, plainly marked on the outside, addressed and delivered as shown below. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to:

Capital Projects Management Division
Attn: Chuck Watson, Engineering Services
161 South Charlotte Street
Asheville, North Carolina 28801

The envelope-containing Bid shall be marked as follows:

Upper left hand corner - Bidder's Name Bidder's Address	Lower left hand corner - NC General Contractor's License No. Classification Expiration Date
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Bid For:

To: City of Asheville
Capital Projects Management Division
161 South Charlotte Street
Asheville, North Carolina 28801

Attn: Chuck Watson
Capital Projects Management Division

Bids received prior to the advertised hour of opening will be securely kept sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered. Mailed Bid will be treated in every respect as though filed in person and will be subject to the same requirements.

Bids received subsequent to the advertised hour of opening will be returned to the Bidder unopened.

IB-03 WITHDRAWAL OR REVISION OF BIDS:

A Bidder may, without prejudice to himself, withdraw a Bid after it has been delivered to the Owner provided the request for such withdrawal is made either in writing or by e-mail to the project manager/Project Manager, presiding over the public opening of Bids before the date and time set for the opening of Bids. The bidder may then submit a revised Bid provided it is received prior to the time set for opening of Bids. Any withdrawal of a bid after the opening of Bids shall be in accordance with N.C. General Statute Section 143-129.1.

Only those persons authorized to sign Bids shall be recognized as being qualified to withdraw a Bid.

IB-04 ADDENDA AND INTERPRETATIONS:

No interpretations of the meaning of the Specifications or other portions of the Contract Documents will be made orally.

Every request for such interpretation must be addressed to the City of Asheville, Project Manager for the project. To be given consideration, such requests must be sent to cwatson@ashevillenc.gov at least **(1) days prior** to the date fixed for the opening of Bids. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda which, if issued, will be sent by Email, to all holders of Contract Documents. This will be delivered at the respective email addresses of the Contractor for such purposes not later than **(1) day(s) prior** to the day fixed for the opening of bids. Failure of any Bidder to receive any such Addenda shall not relieve said Bidder from any obligation under his Bid as submitted. All Addenda so issued shall become part of the Contract Documents.

Prospective Bidders are cautioned concerning the use of a Post Office Box address as telegraphic Addenda cannot be sent to Post Office Boxes.

IB-05 DISCREPANCY IN BIDS:

In the event there is a discrepancy in any Bid between the unit prices and the extended totals, the unit prices shall govern. Bids, which do not contain a price for every numbered item contained in the applicable Bid form, will not be accepted, unless otherwise specified.

IB-06 QUALIFICATIONS OF BIDDERS:

It is the intention of the Owner to award the Contract(s) to a Bidder competent to perform and complete the work described therein in a satisfactory manner. Accordingly, a Successful Bidder shall **submit to the Owner a form, satisfactory to the Owner and within five (5) days following the Bid Opening:**

(1) Evidence of Bidder's Certification and license to perform the work and services.

- (2) Evidence of Safety record of the Bidder to include OSHA 200 Logs for the Bidder's firm for the 5 years prior to the Bid Opening and the most recent Worker's Compensation Rating (or if the Bidder is self-insured, a complete listing shall be submitted of lost time on-the-job accidents for the past 5 years;

Bidders shall comply with all applicable laws regulating the practice of General Contracting as contained in Chapter 87 of the General Statutes of North Carolina.

All Bidders must be **General** Contractors licensed in the State of North Carolina to perform work of a nature as required by the Contract Documents.

IB-07 BID SECURITY:

Each bid must be accompanied by a Bid Bond, cash, cashier's check or a certified check of the Bidder made payable to the Owner in an amount not less than five percent (5%) of the amount of the Bid. Bid Bonds shall be issued by a corporate surety licensed under the laws of North Carolina to execute such bonds.

When the Bidder elects to submit a certified check or cashier's check as his Bid Bond, the check shall be drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation.

Where alternate items are included in the Bid, the amount of bid security shall be not less than five percent (5%) of the alternate, or combination of alternates, that result in the highest Bid.

Revised Bids submitted before the opening of Bids, if representing an increase of the original Bid, must have the Bid security adjusted accordingly, otherwise the Bid will not be considered.

The security of the Bidders will be released upon the earlier to occur of (a) the expiration of five days after the Contract has been signed by the accepted Bidder and the Owner; or (b) the expiration of sixty (60) days after the day the bids are opened, upon demand of any such bidders whose bid has not been accepted prior to such demand.

In the event that all Bids are rejected, the security of all Bidders whose security has not been previously returned will be returned at the time of such rejection.

IB-08 RESPONSIBILITIES OF BIDDERS:

Each bidder shall, by careful examination, satisfy himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work or the cost thereof under the Contract.

The Contractor shall make his own determination as to the nature and extent of the utility facilities, including proposed adjustments, new facilities, or temporary work to be performed by the utility owner or his representative; and as to whether or not any utility work is planned by the Owner in conjunction with the project construction. The

Contractor shall consider in his Bid all the permanent and temporary utility facilities in their present or relocation positions, whether or not specifically shown on the plans or covered in the project Special Conditions. It will be the Contractor's responsibility to anticipate any additional costs to him resulting from such utility work and to reflect these costs in his Bid for the various items in the Contract.

The failure or omission of any Bidder to thoroughly examine and familiarize himself with the Contract Documents or to receive or examine any form, instrument or document or visit the site and acquaint himself with the conditions there existing shall in no way relieve any Bidder from any obligation in respect to his bid.

No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations therein.

IB-09 COLLUSIVE AGREEMENTS:

Each Bidder submitting a Bid to the Owner for any portion of the work contemplated by the documents on which bidding is based, shall execute and attach thereto an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any person, firm or corporation in regard to any Bid submitted.

Before executing any Sub-contract, the successful Bidder shall submit the name of any proposed Sub- contractor for prior approval and an affidavit substantially as above.

IB-10 TAXES

The Contractor shall include in his Bid the cost of all sales and use taxes and furnish to the Owner at the end of each month and upon completion of his Contract, a statement setting forth all such taxes paid. This statement shall indicate the amount paid to each firm and be adequate for audit by the State Department of Revenue.

IB-11 COMPARISON OF BIDS:

Bids will be compared on the basis of the totals of the approximated quantities comprising all items, at the unit and lump sum prices bid for these items. The resulting total Contract Bid Price will be compared which will include and cover the furnishing of all materials, and the performance of all labor requisite or proper, and completing of all the work called for under the accompanying Contract, and in the manner set forth and described in the Contract Documents.

The lowest Bidder under each Contract will be that Bidder whose Bid totals the lowest number of dollars as determined above.

When numbered Alternate bid items or contingent items are required, the lowest Bidder is the Bidder whose bid for the Alternate or combination of Alternates or contingent items, selected by the Owner is the lowest. The Owner reserves the right to select any Alternate or combinations of Alternates and contingent items.

The quantities shown in the Contract Bid Form are considered to be approximate only and are given as the basis for comparison of bids. The City of Asheville may increase or

decrease the quantity of any item or portion of the work as may be deemed necessary or expedient.

An increase or decrease in the quantity of any item will not be regarded as sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for in the contract.

IB-12 AWARD OF CONTRACT:

The award of the Contract will be made to the lowest responsible bidder, who, in the opinion of the Owner, is qualified to perform the work required and is responsible and reliable. When Alternate Bid items are required in the Bid, the Contract will be awarded to that responsible Bidder whose Bid for the Alternate or combination of Alternates, selected by the Owner, is the lowest.

These Bids are asked for in good faith, and awards will be made as soon as practicable, provided satisfactory Bids are received.

The Owner may consider informal and reject any Bid not prepared and submitted in accordance with the provisions hereof.

The right is reserved to waive informalities in bidding, to reject any or all Bids, or to accept a Bid other than the lowest submitted if such action is deemed to be in the best interest of the Owner.

IB-13 COMMENCEMENT OF WORK:

Upon execution and delivery of the Contract and insurance certificates and policies, the Contractor will be notified to proceed with the work of the Contract. The work of the Contract shall be commenced within ten (10) days following such notification or as otherwise specified in the Notice to Proceed.

The Contractor shall notify the Engineering Services Inspector of the Engineering Services Department in writing, of his intention to enter upon the site of the work at least five (5) days in advance of such entrance.

IB-14 DAMAGES FOR FAILURE TO EXECUTE CONTRACT:

If an accepted Bidder shall fail or refuse to sign and deliver this Contract and insurance documentation within twenty (20) days after he has received Notice of Award of his Bid, the Owner reserves whatever rights and remedies it may have against such defaulting Bidder.

Execution of the Contract shall include submission of a complete original Certificate of Insurance with proof of coverage as required and of the form required by the General and Supplementary Conditions of the Contract Documents.

IB-15 EQUAL EMPLOYMENT OPPORTUNITY

Attention of Bidders is particularly called to the requirements for insuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

****END OF SECTION****

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

CONTRACT NUMBER _____

THIS AGREEMENT is entered into this _____ day of _____, 20____ by and between the City of Asheville (hereinafter referred to as the "City"), and _____ (hereinafter referred to as the "Contractor").

WITNESSETH

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Scope of Work

Repairing and maintaining concrete infrastructure such as sidewalks and ADA ramps throughout the City and especially concentrated around City schools. Work will be given to the contractor in the form of work orders that will be generated by City staff.

The Contractor shall furnish all labor, material, equipment, supervision, permits and insurance necessary to complete all work as specified or indicated in the Contract Documents, along with the work described in Exhibit "A", attached hereto and made a part hereof and shall perform such work in accordance with all drawings and/or the specifications included and referenced in Exhibit "A". Exhibit "A" includes the following: General Provisions, Standard Special Provisions, Project Special Provisions, Sales Tax Reimbursement Information, COI Sample, Details and Contractor Forms.

2. Contract Administration

The Project Manager shall administer the project, shall have authority to act on behalf of the City and shall be the interpreter of the requirements of this Agreement and the specifications in Exhibit "A" (herein "Agent").

3. Time for Performance

The Contractor shall begin work upon notification by the City to the Contractor of a notice to proceed, and shall complete the work in this capacity until the end of the fiscal year, unless said time period is extended by written consent of the City through its Agent. The City shall determine when the work has been completed by its formal and written acceptance of the work. The Contractor shall complete the work within the time specified, such time being of the essence in this Agreement and a material consideration hereof, but the City retains the right to extend said time period.

4. Contract Time and Liquidated Damages

The date of availability for this project is October 1, 2015. The contractor may begin work prior to this date upon approval of the Project Manager or his duly authorized representative. If such approval is given, and the Contractor begins work prior to the date of availability, the City of Asheville will assume no responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date.

No work will be permitted and no purchase order will be issued until all required bonds and prerequisite conditions and certifications have been satisfied.

This contract will be active until funding is exhausted.

No extensions will be authorized except as authorized by City of Asheville Project Manager.

Time is an essential element of the contract. Delay in completing the work will result in

damages due to public inconvenience, obstruction to traffic, interference with business and the increasing of engineering, inspection and administrative costs to the Department. It is therefore agreed that in view of the difficulty of making a precise determination of such damages, a sum of money in the amount stipulated in the contract, will be charged against the Contractor for each calendar day, each hour, or portion thereof that the work, or any portion of the work as described in the contract, remains uncompleted after the expiration of the completion date, intermediate completion date, or intermediate completion time shown in the contract, not as a penalty but as liquidated damages.

The contractor shall have ten days from the receipt of a work order to complete the project. Past ten days liquidated damages in the amount of three hundred and fifty dollars (\$350.00) per calendar day shall be assessed. **This requirement can be waived at the discretion of the Project Manager due to project or weather related issues.** The contractor shall request credit for weather days within 5 days of the occurrence.

5. Contract Sum

This is a unit price Contract. The quantities shown in the itemized proposal for the project are considered to be approximate only and are given as the basis for comparison of bids. The City of Asheville may increase or decrease the quantity of any item or portion of the work as deemed necessary or expedient.

An increase or decrease in the quantity of an item will not be regarded as sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided in the contract.

The City shall pay to the Contractor based on the unit prices submitted on the Contract Bid Form following acceptance of the work by the City's appointed project inspector. The Contractor is solely responsible for the price of any materials or equipment necessary to perform the work as set forth in the Contractor's bid.

Total contract sum not to exceed _____, as approved by City Council Resolution# _____, unless this Contract is amended.

6. Insurance

The Contractor agrees to keep and maintain for the duration of this Agreement including but not limited to commercial general liability, automobile liability, workers' compensation, employer's liability, and umbrella coverage with at least the minimum limits shown below. The Contractor shall furnish the City with certificates of insurance for each type of insurance described herein, with the City listed as Certificate Holder and as an additional insured on the Contractor's general liability and auto liability policies and provide a waiver of subrogation on the Contractor's workers' compensation policy. In the event of bodily injury or property damage loss caused by Contractor's negligent acts or omissions in connection with Contractor's services performed under this Agreement, the Contractor's Liability insurance shall be primary with respect to any other insurance which may be available to the City, regardless of how the "Other Insurance" provisions may read. In the event of cancellation, substantial changes or nonrenewal, the Contractor and Contractor's insurance carrier shall give the City at least thirty (30) days prior written notice. No work shall be performed until the Contractor has furnished to the City the

above referenced certificates of insurance and associated endorsements, in a form suitable to the City. Upon request, the Contractor shall provide the City copies of their insurance policies.

Commercial General Liability: \$1,000,000 per occurrence / \$1,000,000 aggregate

Commercial Auto Liability: \$1,000,000 combined single limit

Excess (Umbrella) Liability: \$4,000,000

Workers' Compensation: Statutory
and Employer's Liability: \$100,000 per accident/total disease/employee disease

Evidence of said coverages shall be provided to the City's Risk Management Division. Certificate of Insurance will designate the City of Asheville, PO Box 7148, Asheville, NC 28802, as Certificate Holder.

7. Hold Harmless and Indemnification

CONTRACTOR shall indemnify, defend and hold harmless the City and its subsidiaries, divisions, officers, directors and employees from all liability, loss, costs, claims, damages, expenses, attorney fees, judgments and awards arising or claimed to have arisen, from any injury caused by, or allegedly caused by, either in whole or in part, any act or omission of the CONTRACTOR or any employee, agent or assign of the CONTRACTOR. This provision is not applicable to any claim arising out of or related to any active or primary negligence of or by City, its officers or employees.

The Contractor shall comply with the provisions of the Americans with Disabilities Act and all rules and regulations promulgated thereunder. The Contractor hereby agrees to indemnify the City from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of the Contractor, its subcontractors, agents, successors, assigns, officers or employees to comply with provisions of the ADA or the rules and regulations promulgated thereunder.

Nothing herein shall be construed as a waiver on the part of the City to any defense of any claim, including, but not limited to the defense of governmental immunity.

8. Amendments and Change Orders

This Agreement constitutes the entire agreement with attached Exhibits "A" between the City and Contractor. This Agreement may be amended, supplemented or modified only by duly executed written instruments as an amendment to this Agreement or a written change order to the Contractor signed by the City authorizing a change in the work, an adjustment in the contract sum or an adjustment in the time for performance.

9. Compliance with Laws

a. Contractor shall comply with all state, federal or local laws, or ordinances, codes, rules or regulations governing performance of this Agreement, including but not limited to, equal opportunity

employment laws, O.S.H.A., minimum wage and hour regulation, North Carolina State Building Code regulations and immigration laws.

b. The contractor shall provide a Drug-Free Workplace, as set forth in the Invitation to Bid, during the performance of this contract.

c. This Contract is entered into in North Carolina and shall be construed under the statutes and laws of North Carolina.

d. All claims, disputes and other matters in question between the Contractor and the City arising out of, or relating to, the Agreement or breach thereof, shall be decided by a civil action or civil actions, which shall be commenced and tried only in Buncombe County, North Carolina. Each party hereby waives any right or claim for a change of venue from Buncombe County, North Carolina. This section shall be effective notwithstanding any other provisions to the contrary in the Agreement or supplements thereto. Nothing herein shall, however prevent the Contractor and the City from mutual agreement to submit claims, disputes, or other matters in question to arbitration, either binding or non-binding, or to mediation.

10. General Conditions

a. This Agreement embodies all the representations, rights, duties, and obligations of the parties. Any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties.

b. The Contractor shall be properly licensed and skilled in their respective trade, and shall have been established in the construction field for a minimum of three years and must regularly engage in construction contracting in North Carolina.

c. The work shall be stated so as to minimize inconvenience to the City. Access as required by the City to the facility shall be maintained by the Contractor throughout construction unless prior written approval is otherwise obtained in advance. The Contractor shall provide signs, barricades, and warning devices to ensure safe passage for both vehicular and pedestrian traffic at all times.

d. The Contractor shall make necessary provisions to protect the surrounding area and shall be responsible for full restoration of any damages and/or costs of restoration to the construction site. All damages on the site, incidental to the installation of the work described in the attached Exhibit shall be repaired or replaced by the Contractor.

e. The Contractor shall make necessary provisions to protect structures and property from any and all damage arising out of, relating to, or resulting from this work. Also, all debris, rubbish or waste materials shall be removed from the site by the Contractor and at the Contractor's expense.

f. All sales tax levied on materials entering into this project shall be paid by the Contractor, including the Optional Sales and Use Tax.

g. Contractors shall obtain any applicable license and/or permits prior to the start of construction and shall notify the necessary inspectors at the proper times during construction.

h. Contractor shall obtain a written certificate of compliance upon completion of the permitted work and before final payment is made.

i. The Contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees at work; and at the completion of the work, he shall remove all his rubbish from and about the building and all his tools, scaffolding and surplus materials and shall leave the premises "broom clean" or its equivalent. It is further agreed that all materials and equipment that have been removed and replaced as a part of the work hereunder shall belong to the Contractor, unless otherwise specified in the work described in Exhibit "A".

j. The Contractor shall, upon completion of the work, and before final payment is authorized by the City or its agent, furnish the City with an affidavit certifying that all charges for materials and any other expenses incurred by the Contractor pertaining to the execution of this Agreement have been paid in full, to the end that no liens of any kind or character (save and except those between the parties hereto) may be affixed against the above described property. Final payment on the Agreement amount will be made only after final inspection and acceptance of all work to be performed by the Contractor, and the Contractor submits satisfactory releases of liens or claims for liens by the Contractor, subcontractor, laborers, and materials suppliers.

11. Warranties and Guarantees

All work is to be warranted and guaranteed against materials, equipment, and workmanship for a period of one (1) year. The one year period begins once all work has been completed, final payment has been made, and the Release of Lien has been signed. Any and all manufacturers' warranties shall be assigned to the City.

12. Termination

The City may terminate this Agreement upon ten (10) days written notice to the Contractor. In that event, the Contractor shall be paid for any completed work done which is satisfactory to the City. In the event the Contractor should terminate this Agreement, the expenses which the City incurs as a result of securing a new Contractor shall be deducted from any payments owed to the Contractor by the City.

The Contractor will be required to provide to the City, upon termination, an executed release of lien before final payment is processed.

13. Minority Business Plan

The City of Asheville has adopted a Minority Business Plan to encourage participation by women and minority businesses in the award of contracts. The Contractor acknowledges that this Contract is subject to the provisions of the Minority Business Plan. It is the policy of the City to (1) provide minorities an equal opportunity to participate in all aspects of its contracting and procurement programs and (2) prohibit any and all discrimination against persons or businesses in pursuit of these opportunities.

14. Right to Audit

Contractor shall maintain all fiscal records relating to this Agreement in accordance with Generally Accepted Accounting Principles, and shall maintain any other records pertinent to this Agreement in a manner so as to clearly document Contractor's performance. The City shall have a right to access the fiscal and other records of Contractor that are pertinent to this Agreement to perform examinations and audits. Contractor shall retain and keep accessible all the fiscal and other records for a minimum of three (3) years following final payment and termination of this

Agreement, or until the conclusion of any audit or controversy related to this Agreement, whichever is later.

15. Payment

All applicable forms for payment must be filled out and payment applications / invoices coordinated and accepted by the project inspector prior to submitting for payment. Failure to do this will result in the invoice not being paid. **Only pay requests for completed work orders shall be accepted by the City.**

16. Notwithstanding any other provisions of this Agreement, if the City does not receive said funding for this Agreement from the City Council for any fiscal year applicable to this Agreement, then the City shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days' written notice documenting the lack of funding.

17. E-Verify Employer Compliance

Employers and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes must comply with E-Verify requirements to contract with governmental units. E-Verify is a Federal 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. E-verify can be accessed via this link: <http://www.uscis.gov/e-verify/employers>

18. Iran Divestment Act Certification Form

All bidders shall complete the Iran Divestment Act Certification Form and return the form with their bid. Bids that do not contain the form shall be rejected as non-responsive.

19. Mathematically Unbalanced Bids

All mathematically unbalanced bids shall be rejected as non-responsive. A mathematically unbalanced bid is one containing lump sum or unit bid items which do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs, which he/she anticipates for the performance of the items in question.

Contract Signature Page

Contract # _____
Council Resolution # _____ (if applicable)

IN WITNESS WHEREOF, each party has caused this agreement to be executed by it's duly authorized official as of the day and year written above.

The Department Director by Written Approval conveys that this contract has been reviewed and presented for approval by the City of Asheville.

Department Director

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

Chief Financial Officer

City Manager's signature, if required
Attest to: CITY OF ASHEVILLE

City Clerk
(Corporate Seal)

BY: _____ DATE _____
City Manager

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Notary Public of the County and State aforesaid, certify that _____, personally came before me this day and acknowledged that she is the City Clerk of the City of Asheville, a municipal corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its City Manager and attested by herself as its City Clerk.

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

Notary Public
Printed Name: _____
My Commission Expires: _____

City of Asheville Contract Number _____

TIP No:

COA Project No: ST-16-17-001

ACCEPTED BY THE
City of Asheville

City Manager

Date

(Bid - Acceptance by Department)

NOTICE OF AWARD

To: _____

PROJECT Description: Repairing and maintaining concrete infrastructure such as sidewalks and ADA ramps throughout the City and especially concentrated around City schools. Work will be given to the contractor in the form of work orders that will be generated by City staff.

The Owner has considered the Bid Proposal submitted by you for the above-described Project in response to its receipt of Bids on _____, 20____, and the Instructions to Bidders.

You are hereby notified that your Bid Proposal has been accepted in the amount of \$_____.

You are required by the Instructions to Bidders to execute the Contract and furnish the required Performance Bond, Payment Bond and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Contract and to furnish said Bonds within ten (10) days from the date of this Notice, said Owner will be notified to consider all your rights arising out of the Owner's acceptance of your Bid Proposal as abandoned and as a forfeiture of your Bid Proposal. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____ day of _____, _____.

CITY OF ASHEVILLE

By: _____
City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged this _____ day of _____, 20____.

Contractor

By: _____

Title: _____

NOTICE TO PROCEED

TO _____

DATE: _____

PROJECT: ST-16-17-001

Concrete Repair – Maintenance and ADA
Improvements

You are hereby notified to commence WORK in accordance with the Contract dated _____, 20____, on or before _____, 20____, and you are to complete the WORK within _____ consecutive calendar days thereafter. The date of completion of all Work is therefore _____, 20____.

CITY OF ASHEVILLE

By: _____
City Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____ this the _____ day of _____, 20____.

Contractor

By: _____

Title: _____

Exhibit A

**DO NOT REMOVE, ADD TO OR MODIFY PROVISIONS. DOING SO
WILL RESULT IN REJECTION OF BID.**

GENERAL PROVISIONS

This contract is for Repairing and maintaining concrete infrastructure such as sidewalks and ADA ramps throughout the City and especially concentrated around City schools. Work will be given to the contractor in the form of work orders that will be generated by City staff.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The work shall be in accordance with the North Carolina Department of Transportation Standard Specifications for Roads and Structures 2012, the North Carolina Department of Transportation Roadway Standards Drawings or the City of Asheville details and specifications as directed by the Project Manager.

The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the Standard Specifications.

The 2012 Standard Specifications for Roads and Structures of the North Carolina Department of Transportation hereinafter referred to as the "Standard Specifications" shall apply on all portions of this project unless otherwise specified herein. Where special provisions refer to particular items, materials, procedures or etc., the appropriate section of the Standard Specifications shall still apply. The absence of a description or specification for any item shall automatically refer to the appropriate section of the Standard Specifications.

Wherever and whenever the definition or term "Department of Transportation," is used throughout herein, same shall mean and constitute the "City of Asheville." Wherever and whenever the definition or term "Department" is used throughout herein, same shall mean and constitute the "City of Asheville Capital Projects Management Division," unless otherwise specifically defined. Wherever and whenever the definition or term "Engineer" or "Chief Engineer" is used throughout herein, same shall mean and constitute the "Capital Projects Manager."

PRE-CONSTRUCTION CONFERENCE

The Project Manager and the Contractor will establish a mutually agreeable date and time on which the pre-construction conference will be held. The Contractor's project superintendent and other individuals representing the Contractor who are

knowledgeable of the Contractor's proposed progress schedule or who will be in charge of major items of the work shall attend the pre-construction conference.

CLAIMS FOR ADDITIONAL COMPENSATION OR TIME EXTENSION

Any claims for additional compensation and/or extensions of the completion date shall be submitted to the Project Manager with detailed justification within **five (5) days** of the time of the event. The failure of the Contractor to submit the claim(s) within **five days** shall be a bar to recovery.

Failure on the part of the Contractor to furnish bonds or certifications or to satisfy preliminary requirements necessary to issue the contract will not constitute grounds for extension of the contract time.

DAY AND TIME RESTRICTIONS

Construction will be during daylight hours only unless approved by the Engineer. Work days are Monday through Friday. **If the contractor wishes to work on Saturday prior approval shall be obtained from the project manager.**

HOLIDAY RESTRICTIONS

The City will observe the following days as holidays, and will not provide any construction inspection or staff function on these days:

New Year's Day

Martin Luther King, Jr. Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving (two days)

Christmas (three days)

The Contractor may perform incidental items of construction which require minimum inspection; however, no major operations which, in the opinion of the Project Manager, require daily inspections may be performed on these days.

NOTIFICATION OF OPERATIONS

The Contractor shall notify the Project Manager **five** days in advance of beginning work on this project. The Contractor shall give the Project Manager sufficient notice of all operations for any sampling, inspection, or acceptance testing required.

NO MAJOR CONTRACT ITEMS:

None of the items included in this contract will be major items.

Road and Lane Closures

The contractor shall provide the inspector 3 business days notice before any anticipated road or lane closures.

SUBSURFACE INFORMATION

There is **no** subsurface information available on this project. The Contractor shall make his own investigation of subsurface conditions.

Standard Special Provisions

**DO NOT REMOVE, ADD TO OR MODIFY PROVISIONS. DOING SO
WILL RESULT IN REJECTION OF BID.**

Authority of the Project Manager

The Project Manager will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. Her decision shall be final, she shall have executive authority to enforce, and make effective such decisions and orders that the Contractor fails to carry out promptly.

Availability of Funds - Contract Termination

In the event of termination, the Contractor shall be given written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the Contractor shall be paid for work already performed in accordance with the contract specifications.

Bankruptcy

The City of Asheville, at its option, may terminate the contract upon the filing by the Contractor of any petition for protection under the provisions of the Federal Bankruptcy Act.

Construction Stakes Lines and Grades

Unless otherwise required in the contract, the Contractor will be required for all construction layout and construction staking.

Cooperation with City Forces and Other Contractors

The Contractor must cooperate with City forces and other contractors working within the limits of this project, as directed by the Project Manager.

Default of Contract

The City of Asheville shall have the right to declare a default of the contract for breach by the Contractor of any material term or condition of the contract. Default of contract shall be in accordance with the terms, conditions, and procedures of Article 108-9 of the *Current North Carolina Department of Transportation Standard Specifications for Roads and Structures*.

Debarment statement

The Contractor certifies and understands that by his/her signature on the Bid Form that he/she and the contracting firm he/she represents has not been banned, debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

Driveways and Private Property

The Contractor shall maintain access to driveways for all residents and property owners throughout the life of the project. The Contractor shall not perform work for private citizens or agencies in conjunction with this project or within the project limits of this contract.

Inspection

All work shall be subject to inspection by the Project Manager at any time. Routinely, the Project Manager will make periodic inspections of the completed work. It will be the responsibility of the Contractor to keep the Project Manager informed of his proposed work plan and to submit written reports of work accomplished on a frequency to be determined by the Project Manager.

Pre-pour inspections by the Project Manager shall be required before all concrete pours.

Interpretation of quantities in proposal form

Payment to the Contractor will be made only for the actual quantities of the various items that are completed and accepted by the Inspector in accordance with the terms of the contract.

Labor and Materials

All labor and/or materials required to properly complete this project shall be considered incidental to this Contract unless stated as a bid item.

Littering and Site Clean Up

Littering will not be tolerated in any form or fashion. The Contractor shall clean the site of excess excavation, waste packing materials, wire, and all other debris which results from required work. At the end of each workday, the site shall be clean and clear. The Contractor shall be responsible for hauling and disposing of all waste materials, and shall dispose of all waste materials in accordance with the Standard Specifications.

Materials and Testing

The Project Manager reserves the right to perform all sampling and testing in accordance with Section 106 of the Standard Specifications and the Department's "Materials and Test Manual." However the Project Manager may reduce the frequency of sampling and testing where he deems it appropriate for the project under construction.

The Contractor shall furnish the applicable certifications and documentation for all materials as required by the Standard Specifications. Material which is not properly certified will not be accepted.

Delivery tickets for all asphalt material shall be furnished in accordance with Section 106-7 of the Standard Specifications and shall include the following information:

1. COA Work Order Number
2. Date
3. Time issued
4. Type of Material
5. Gross weight
6. Tare Weight
7. Net weight of material

8. Plant Location
9. Truck Number
10. Contractor's name
11. Public weighmaster's stamp or number
12. Public weighmaster's signature or initials in ink
13. Division of Highways' Job mix formula number, if ticket is for asphalt plant mix.
14. Division of Highways' Asphalt Plant Certification Number, if ticket is for asphalt plant mix.

PROGRESS SCHEDULE

The Contractor shall prepare and submit for review and approval a schedule of proposed working progress. This schedule shall be submitted in the form of a Gant Chart using MS Project or other format that is approved by the Engineer.

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

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

The proposed progress schedule shall contain the following items:

A time scale diagram with major work activities and milestone dates clearly labeled.

(1) For purposes of composing the progress schedule, major work activities are defined as components comprising more than 5% of the total project cost or occupying more than 10% of total contract time and shall include, if applicable, the following:

- (a) Clearing and grubbing
- (b) Grading
- (c) Sidewalks

(2) For purposes of composing the progress schedule, major milestones are derived from the project construction phasing and shall include, if applicable, the following:

- (a) Start of construction

- (b) Intermediate completion dates or times
- (c) Seasonal limitation/observation periods/moratoriums
- (d) Traffic shifts
- (e) Beginning and end of each traffic control phase or work area
- (f) Road openings
- (g) Completion date

(3) A written narrative that explains the sequence of work, the controlling operations, intermediate completion dates, milestones, project phasing, anticipated work schedule and estimated resources. In addition, explain how permit requirements, submittal tracking and coordination with subcontractors, utility companies and other entities will be performed.

Prompt Payment

Prompt Payment of Monies due Subcontractors, Second Tier Subcontractors and Material Suppliers and Release of Retainage.

Contractors at all levels; prime, subcontractor, or second tier subcontractor, shall within seven calendar days of receipt of monies, resulting from work performed on the project or services rendered, pay subcontractors, second tier subcontractors, or material suppliers as appropriate. This seven-day period begins upon knowledgeable receipt by the contracting firm obligated to make subsequent periodic or final payment. These prompt payment requirements will be met if each firm mails the payment to the next level firm by evidence of postmark within the seven-day period.

This provision for prompt payment shall be incorporated into each subcontract or second tier subcontract issued for work performed on the project or for services provided. If any retainage is held on subcontractors, all retainage shall be released within seven calendar days of release by the City.

Failure of any entity to make prompt payment as defined herein may result in (1) withholding of money due to that entity in the next partial payment until such assurances are made satisfactory to this provision; or (2) removal of an approved contractor from the prequalified bidders list or the removal of other entities from the approved subcontractors list.

Safety Vests

All Contractors' personnel, all subcontractors and their personnel, and any material suppliers and their personnel shall wear a reflective vest or outer garment conforming to the requirements of MUTCD at all times while on the project.

Safety and Accident Protection

In accordance with Article 107-22 of the Standard Specifications, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations

governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

Supervision By Contractor

At all times during the life of the project the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site within 24 hours notice. Such employee shall be fully authorized to conduct all business with the subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Project Manager.

At all times that work is actually being performed, the Contractor shall have present on the project one competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and receiving and carrying out directions from the Project Manager or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Project Manager. The Contractor may, at his option, designate one employee to meet the requirements of both positions. However, when the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present.

Subletting of Contract

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof; or his right, titles, or interest therein; without written consent of the Project Manager. Subletting of this contract or any portion of the contract shall conform to the requirements of Article of 108-6 of the **Standard Specifications**.

Temporary Suspension of Work

In accordance with Article 108-7 of the **Standard Specifications**, the Project Manager will have the authority to suspend the work wholly or in part, any written order for such periods as he may deem necessary for any of the following reasons.

1. Conditions considered unfavorable for the suitable prosecution of the work, or
2. The Contractor's failure for correct conditions unsafe for workmen or the general public, or
3. The Contractor has not carried out orders given to him by the Project Manager, or
4. The Contractor's failure to perform any provisions of the contract.

No extension of the completion date will be allowed for the above suspensions except as may be provided for in Article 108-10

Traffic Control and Work Zone Safety

The Contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with these project guidelines, the Project Special Provisions, **Standard Specifications for Roads and Structures 2012**, and the current edition of the **(MUTCD)**.

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity. The Contractor is required to leave the project in a manner that will be safe to the traveling public and which will not impede motorists.

All personnel when working in traffic areas or areas in close proximity to traffic shall wear an approved safety vest, or shirt or jacket which meets the color requirements of the **(MUTCD)**.

The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in **suspension of work** as provided in subarticle 108-7(2) of the **Standard Specifications**.

Utility Conflicts

It shall be the responsibility of the Contractor to contact all affected utility owners and determine the precise locations of all utilities prior to beginning construction. Utility owners shall be contacted a minimum of 48 hours prior to the commencement of operations. Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible. Existing fire hydrants shall be kept accessible to fire departments at all times.

The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of construction personnel and the public.

Revise the 2012 Standard Specifications as follows:

STANDARD SPECIAL PROVISION

(1-17-12)

ERRATA

Z-4

Division

2

Page 2-7, line 31, Article 215-2 Construction Methods, replace "Article 107-26" with "Article 107-25".

Page 2-17, Article 226-3, Measurement and Payment, line 2, delete "pipe culverts,".

Page 2-20, Subarticle 230-4(B), Contractor Furnished Sources, change references as follows: Line 1, replace "(4) Buffer Zone" with "(c) Buffer Zone"; Line 12, replace "(5) Evaluation for Potential Wetlands and Endangered Species" with "(d) Evaluation for Potential Wetlands and Endangered Species"; and Line 33, replace "(6) Approval" with "(4) Approval".

Division

6

Page 6-7, line 31, Article 609-3 Field Verification of Mixture and Job Mix Formula Adjustments, replace "30" with "45".

Page 6-10, line 42, Subarticle 609-6(C)(2), replace "Subarticle 609-6(E)" with "Subarticle 609-6(D)".

Page 6-11, Table 609-1 Control Limits, replace "Max. Spec. Limit" for the Target Source of Po.o?s/Pbe Ratio with "1.0".

Division

10

Page 10-74, Table 1056-1 Geotextile Requirements, replace "50%" for the UV Stability (Retained Strength) of Type 5 geotextiles with "70%".

Division
12

Page 12-8, Table 1205-4 and 1205-5, replace "THERMOPLASTIC" in the title of these tables with "POLYUREA".

Division
17

Page 17-26, line 42, Subarticle 1731-3(D) Termination and Splicing within Interconnect Center, delete this subarticle.

PLANT AND PEST QUARANTINES

(Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds)

(3-18-03)

Z-04a

Within quarantined area

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

Originating in a quarantined county

Obtain a certificate or limited permit issued by the N.C. Department of Agriculture/United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or <http://www.ncagr.com/plantind/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed or other noxious weeds.

EROSION & SEDIMENT CONTROL/STORMWATER CERTIFICATION:

1-16-07

SP1G180

General

Schedule and conduct construction activities in a manner that will minimize soil erosion and the resulting sedimentation and turbidity of surface waters. Comply with the requirements herein regardless of whether or not a National Pollutant Discharge Elimination System (NPDES) permit for the work is required.

Establish a chain of responsibility for operations and subcontractors' operations to ensure that the Erosion and Sediment Control/Stormwater Pollution Prevention Plan is implemented and maintained over the life of the contract.

- (A) Certified Supervisor –Provide a certified Erosion & Sediment Control Stormwater Supervisor to manage the Contractor and subcontractor(s) operations, insure compliance with Federal, State and Local ordinances and regulations, and to manage the Quality Control Program.
- (B) Certified Foreman – Provide a certified, trained foreman for each construction operation that increases the potential for soil erosion or the possible sedimentation and turbidity of surface waters.
- (C) Certified Installer – Provide a certified installer to install or direct the installation for erosion or sediment/stormwater control practices.

Roles and Responsibilities

- (A) Certified Erosion & Sediment Control Stormwater Supervisor - The Certified Supervisor shall be responsible for ensuring erosion and sediment/stormwater control is adequately implemented and maintained on the project and conducting the quality control program. The Certified Supervisor shall be on the project within 24 hours from initial exposure of an erodible surface to the project's final acceptance when questions or concerns arise with Erosion and Sedimentation Control/Stormwater issues. Perform the following duties:
 - (1) Manage Operations - Coordinate and schedule the work of subcontractors so that erosion and sediment/stormwater control measures are fully executed for each operation and in a timely manner over the duration of the contract.
 - (a) Oversee the work of subcontractors so that appropriate erosion and sediment/stormwater control preventive measures are conformed to at each stage of the work.
 - (b) Prepare the required weekly erosion control punchlist and submit to the Project Manager.

- (c) Attend all weekly or monthly construction meetings to discuss the findings of the NPDES inspection and other related issues.
 - (d) Implement the erosion and sediment/stormwater control as directed by the Project Manager..
 - (e) Provide for erosion and sediment/stormwater control methods for the Contractor's temporary work not shown on the plans, such as, but not limited to work platforms, temporary construction, pumping operations, plant and storage yards, and cofferdams.
 - (f) Acquire applicable permits and comply with requirements for borrow pits, dewatering, and any temporary work conducted by the Contractor in jurisdictional areas.
 - (g) Conduct all erosion and sediment/stormwater control work in a timely and workmanlike manner.
 - (h) Fully install erosion and sediment/stormwater control work prior to suspension of the work.
 - (i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment/stormwater control issues due to the Contractor's operations.
 - (j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces and/or any location where sediment leaves the right-of-way.
 - (k) Have available a set of erosion control plans that has been properly updated to reflect necessary plan and field changes for use and review by Department personnel as well as regulatory agencies.
- (2) Requirements set forth under the NPDES Permit - The Department's NPDES permit outlines certain objectives and management measures pertaining to construction activities. The permit references *NCG010000*, General Permit to Discharge Stormwater under the NPDES, and states that the Department shall incorporate the applicable requirements into its delegated E&SC Program. Some of the requirements are, but are not limited to:
- (a) Control project site waste to prevent contamination of surface or ground waters of the state (i.e. construction materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste).
 - (b) Inspect E&SC/Stormwater devices at least once every 7 calendar days, twice weekly for 303(d) impaired streams and within 24 hours after a significant rainfall event of 0.5 inches within 24 hours.
 - (c) Maintain an onsite rain gauge and a record of rainfall amounts and dates.
 - (d) Maintain E&SC/Stormwater inspection records for review by Department and Regulatory personnel upon request.
 - (e) Implement approved reclamation plans on all borrow pits and waste sites.

- (f) Maintain a log of turbidity test results as outlined in the Department's Procedure for Monitoring Borrow Pit Discharge.
- (g) Provide secondary containment for bulk storage of liquid materials.
- (h) Provide training for employees concerning general E&SC/Stormwater awareness, the NPDES Permit requirements, and the requirements of the General Permit, NCG010000.
- (i) Report violations of the NPDES permit to the Project Manager who will notify the DWQ Regional Office within 24 hours.

(3) Quality Control Program - Maintain a quality control program to control erosion, prevent sedimentation and follow provisions of permits. The quality control program shall:

- (a) Follow permit requirements related to the Contractor and subcontractors' construction activities.
- (b) Ensure that all operators and/or subcontractor(s) on site have the proper erosion and sediment/stormwater control certification.
- (c) Notify the Project Manager when the required certified erosion and sediment/stormwater control personnel are not available on the job site when needed.
- (d) Conduct the inspections required by the NPDES permit.
- (e) Take corrective actions in the proper timeframe as required by the NPDES permit for problem areas identified during the NPDES inspections.
- (f) Incorporate erosion control into the work in a timely manner and stabilize disturbed areas with mulch/seed or vegetative cover on a section-by-section basis.
- (g) Maintain temporary erosion and sediment control devices.
- (h) Remove temporary erosion or sediment control devices when they are no longer necessary as agreed upon by the Project Manager.
- (i) The Contractor's quality control and inspection procedures shall be subject to review by the Project Manager. Maintain NPDES inspection records at the project site. Make NPDES inspection records available at all times for verification by the Project Manager.

(B) Certified Foreman - At least one Certified Foreman shall be onsite for each type of work listed herein during the respective construction activities to control erosion, prevent sedimentation and follow permit provisions:

- (1) Foreman in charge of grading activities
- (2) Foreman in charge of bridge or culvert construction over jurisdictional areas
- (3) Foreman in charge of utility activities

The Contractor may request to use the same person as the Level II Supervisor and Level II Foreman. This person shall be onsite whenever construction

activities as described above are taking place. This request shall be approved by the Project Manager prior to work beginning.

The Contractor may request to name a single Level II Foreman to oversee multiple construction activities on small bridge or culvert replacement projects. This request shall be approved by the Project Manager prior to work beginning.

(C) Certified Installers - Provide at least one onsite, certified installer for each of the following erosion or sediment/stormwater control crew(1) Seeding and Mulching

- (2) Temporary Seeding
- (3) Temporary Mulching
- (4) Sodding
- (5) Silt fence or other perimeter erosion/sediment control device installations
- (6) Erosion control blanket installation
- (7) Hydraulic tackifier installation
- (8) Turbidity curtain installation
- (9) Rock ditch check/sediment dam installation
- (10) Ditch liner/matting installation
- (11) Inlet protection
- (12) Riprap placement
- (13) Stormwater BMP installations (such as but not limited to level spreaders, retention/detention devices)
- (14) Pipe installations within jurisdictional areas

If a *Certified Installer* is not onsite, the contractor may substitute a Level I Installer with a Level II Foreman, provided the Level II Foreman is not tasked to another crew requiring Level II Foreman oversight

Pre-construction Meeting

The contractor shall furnish the Project Manager with the name of the Crew Foreman at the pre-construction meeting. Also, the Project Manager shall be notified within 24 hours if the Crew Foreman is changed.

Ethical Responsibility

Any company performing work for the North Carolina Department of Transportation has the ethical responsibility to fully disclose any reprimand or dismissal of an employee resulting from improper testing or falsification of records.

Revocation or Suspension of Certification

Upon recommendation of the Chief Engineer - Operations to the certification entity, certification for Supervisor, Certified Foremen, and Certified Installers may be revoked or suspended with the issuance of a Continuing Immediate Corrective Action (Continuing ICA), Notice of Violation, or Cease and Desist Order for erosion and sediment control/stormwater related issues.

Should any of the following circumstances occur, the Chief Engineer may suspend or permanently revoke such certification.

- (A)** Failure to adequately perform the duties as defined within the certification program
- (B)** Issuance of a continuing ICA, NOV, or Cease and Desist Order
- (C)** Failure to fully perform environmental commitments as detailed within the permit conditions and specifications
- (D)** Demonstration of erroneous documentation or reporting techniques
- (E)** Cheating or copying another candidate's work on an examination
- (F)** Intentional falsification of records
- (G)** Directing a subordinate under direct or indirect supervision to perform any of the above actions
- (H)** Dismissal from a company for any of the above reasons
- (I)** Suspension or revocation of one's certification within another state

Suspension or revocation of a certification will be sent by certified mail to the registrant and the Corporate Head of the company that employs the registrant.

A registrant has the right to appeal any adverse action which results in suspension or permanent revocation of certification by responding, in writing, to the Chief Engineer within 10 calendar days after receiving notice of the proposed adverse action.

Chief Engineer - Operations
1537 Mail Service Center
Raleigh, NC 27699-1537

Failure to appeal within 10 calendar days will result in the proposed adverse action becoming effective on the date specified on the certified notice. Failure to appeal within the time specified will result in a waiver of all future appeal rights regarding the adverse action taken. The registrant will not be allowed to perform duties associated with the certification during the appeal process.

The Chief Engineer will hear the appeal and make a decision within 7 days of hearing the appeal. Decision of the Chief Engineer will be final and will be made in writing to the registrant.

If a certification is temporarily suspended, the registrant shall pass any applicable written examination and any proficiency examination, at the conclusion of the specified suspension period, prior to having the certification reinstated

PERMANENT SEEDING AND MULCHING:

(7-1-95)

1660

SP16 R02

The Department desires that permanent seeding and mulching be established on this project as soon as practical after slopes or portions of slopes have been graded. As an incentive to obtain an early stand of vegetation on this project, the Contractor's attention is called to the following:

For all permanent seeding and mulching that is satisfactorily completed in accordance with the requirements of Section 1660 in the *2012 Standard Specifications* and within the following percentages of elapsed contract times, an additional payment will be made to the Contractor as an incentive additive. The incentive additive will be determined by multiplying the number of acres of seeding and mulching satisfactorily completed times the contract unit bid price per acre for Seeding and Mulching times the appropriate percentage additive.

Percentage of Elapsed Contract Time	Percentage Additive
0% - 30%	30%
30.01% - 50%	15%

Percentage of elapsed contract time is defined as the number of calendar days from the date of availability of the contract to the date the permanent seeding and mulching is acceptably completed divided by the total original contract time.

AGGREGATE GRADATION FOR COARSE AGGREGATE:

(2-21-12)

1005

SP10 R01

Revise the 2012 Standard Specifications as follows:

Page 10-23, Table 1005-1, AGGREGATE GRADATION-COARSE AGGREGATE, replace with the following:

AGGREGATE GRADATION - COARSE AGGREGATE													
Percentage of Total by Weight Passing													
Std. Size #	2"	1 1/2"	1"	3/4"	1/2"	3/8"	#4	#8	#10	#16	#40	#200	Remarks
4	100	90-100	20-55	0-15	-	0-5	-	-	-	-	-	A	Asphalt Plant Mix
467M	100	95-100	-	35-70	-	0-30	0-5	-	-	-	-	A	Asphalt Plant Mix
5	-	100	90-100	20-55	0-10	0-5	-	-	-	-	-	A	AST, Sediment Control Stone
57	-	100	95-100	-	25-60	-	0-10	0-5	-	-	-	A	AST, Str. Concrete, Shoulder Drain, Sediment Control Stone
57M	-	100	95-100	-	25-45	-	0-10	0-5	-	-	-	A	AST, Concrete Pavement
6M	-	-	100	90-100	20-55	0-20	0-8	-	-	-	-	A	AST
67	-	-	100	90-100	-	20-55	0-10	0-5	-	-	-	A	AST, Str. Concrete, Asphalt Plant Mix
78M	-	-	-	100	98-100	75-100	20-45	0-15	-	-	-	A	Asphalt Plant Mix, AST, Str. Conc, Weep Hole Drains
14M	-	-	-	-	-	100	35-70	5-20	-	0-8	-	A	Asphalt Plant Mix, AST, Weep Hole Drains, Str. Concrete
9	-	-	-	-	-	100	85-100	10-40	-	0-10	-	A	AST
ABC	-	100	75-97	-	55-80	-	35-55	-	25-45	-	14-30	4-12 ^B	Aggregate Base Course, Aggregate Stabilization
ABC (M)	-	100	75-100	-	45-79	-	20-40	-	0-25	-	-	0-12 ^B	Maintenance Stabilization
Light-weight ^C	-	-	-	-	100	80-100	5-40	0-20	-	0-10	-	0-2.5	AST

- A. See Subarticle 1005-4(A).
- B. See Subarticle 1005-4(B).
- C. For Lightweight Aggregate used in Structural Concrete, see Subarticle 1014-2(E)(6).

TRAFFIC CONTROL:

(01-17-12)

RWZ-1

Maintain traffic in accordance with Divisions 10, 11 and 12 of the *2012 Standard Specifications* and the following provisions:

Install Work Zone Advance Warning Signs in accordance with Standard Drawing No. 1101.01 of the *2012 Roadway Standard Drawings* prior to beginning any other work. Use a lane closure or slow moving operation to complete the work, as necessary, unless otherwise indicated (refer to Standard Drawing No. 1101.02, 1101.11, 1110.01, 1110.02 and 1130.01 of the *2012 Roadway Standard Drawings*). Use a moving operation only if the minimum speed maintained at all times is 3 mph with no stops that narrow or close a lane of travel. If the moving operation is progressing slower than 3 mph at any time, install a lane closure. Maintain the existing traffic pattern at all times, except in the immediate work zone where lane closures are allowed as determined by the Project Manager.

Refer to attached details and Standard Drawing No. 1101.01, 1101.02, 1101.03, 1101.04, 1101.05, 1101.11, 1110.01, 1110.02, 1115.01, 1130.01, 1135.01, 1145.01, 1150.01, 1165.01, 1170.01 and 1180.01 of the *2012 Roadway Standard Drawings* when closing a lane of travel in a stationary work zone such as pavement patching resurfacing, or pavement marking removal. Properly ballasted cones may be used instead of drums for lane closures during daylight hours. However, drums are required for the upstream taper portion of lane closures in all applications. The stationary work zone shall be a maximum of 3 miles in length at any given time unless otherwise directed by the Project Manager. A pilot vehicle operation may be used in conjunction with flaggers and the appropriate pilot vehicle warning signing as directed by the Project Manager. During periods of construction inactivity, return the traffic pattern to the existing alignment and remove or cover any work zone signs. When covering work zone signs, use an opaque material that prevents reading of the sign at night by a driver using high beam headlights. Use material, which does not damage the sign sheeting. Replace any obliterated markings as required by other sections of the *2012 Standard Specifications* and the Project Manager.

When personnel and/or equipment are working on the shoulder adjacent to an undivided facility and within 5 feet of an open travel lane, close the nearest open travel lane using Standard Drawing No. 1101.02 of the *2012 Roadway Standard Drawings* unless the work area is protected by barrier or guardrail. When personnel and/or equipment are working on the shoulder, adjacent to a divided facility and within 10 feet of an open travel lane, close the nearest open travel lane using Standard Drawing No. 1101.02 of the *2012 Roadway Standard Drawings* unless the work area is protected by barrier or guardrail. When personnel and/or equipment are working within a lane of travel of an undivided or divided facility, close the lane according to *2012 Roadway Standard Drawings* or as directed by the Project Manager. Conduct the work so that all personnel and/or equipment remain within the closed travel lane. Do not work simultaneously, on both sides of an open travel way, within the same location, on a two-lane, two-way road. Do not perform work involving heavy equipment within 15 feet of

the edge of travel way when work is being performed behind a lane closure on the opposite side of the travel way. Perform work only when weather and visibility conditions allow safe operations as directed by the Project Manager.

Do not exceed a difference of 2 inches in elevation between open lanes of traffic for nominal lifts of 1.5 inches. Install advance warning UNEVEN LANES signs (W8-11 at 48" X 48") 500 feet in advance and a minimum of once every half mile throughout the uneven area.

Backfill at a 6:1 slope up to the edge and elevation of existing pavement in areas adjacent to an open travel lane that has an edge of pavement drop-off as follows:

- (A) Drop-off that exceeds 2 inches on roadways with posted speed limits of 45 mph or greater.
- (B) Drop-off that exceeds 3 inches on roadways with posted speed limit less than 45 mph.

Backfill the unacceptable drop-off with suitable compacted material, as approved by the Project Manager, at no expense to the Department. This work is not considered part of shoulder reconstruction.

When utilizing a slow-moving operation for such items as pavement marking placement, pavement marker installation and pesticide spraying, the slow moving operation caravan shall consist, as a minimum, of the vehicles and devices shown on the Moving Operation Caravan Details as shown on Standard Drawing No. 1101.02, sheets 11, 12 and 13 of the *2012 Roadway Standard Drawings*. Traffic cones may be used when necessary to provide additional protection of wet pavement markings. Ballast all traffic cones so they will not be blown over by traffic.

Failure to comply with the following requirements will result in a suspension of all other operations:

1. Before working on ANY MAP, the Contractor shall submit a written construction sequence for traffic control and construction lighting for ALL MAPS to the Project Manager at the first pre-construction meeting and the sequence must be approved before closing a lane of traffic. The Contractor and Project Manager will coordinate with the Traffic Management Unit at 919-773-2800 or Traffic Services for additional traffic control guidance, as necessary.
2. Coordinate the installation of items required by the contract documents and resurfacing operations such that these operations are completed in the order as agreed upon with the Project Manager at the first pre-construction meeting. Refer to the Provisions, Typicals and Details unless otherwise directed by the Project Manager.
3. Once the Contractor has started work at a location, the Contractor should prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance unless determined otherwise by the Project Manager.
4. Obtain written approval of the Project Manager before working in more than one location or setting up additional lane closures.

5. Mainline pavement shall not be left milled, unmarked or uneven at the end of a paving season.
6. Contractor shall mill and pave lanes in an order such that water shall not accumulate.

Notify the Project Manager 48 hours before milling or resurfacing will interfere with the existing Signal Loops. Loops may need to be placed in milled surface before resurfacing occurs. Coordinate all signal loop operations with the Project Manager.

Notify the Project Manager 15 consecutive calendar days before resurfacing a bridge or its approaches. Patch and make repairs to bridge surface and its approaches before resurfacing occurs. Coordinate all operations on the bridge and its approaches with the Project Manager.

Notify the Project Manager 48 hours before resurfacing the areas of existing pavement that require patching. Patch these areas before resurfacing occurs. Allow full depth asphalt patching to cool to the point of supporting traffic without displacement or rutting before reopening closed lane. Coordinate the resurfacing operations of the patched areas with the Project Manager.

During a resurfacing only operation, bring all newly resurfaced lanes to the same elevation within 72 hours for nominal lifts of 1.5 inches or less of asphalt course and by the end of each work day for nominal lifts of greater than 1.5 inches of asphalt course.

For partial or wheel track milling operations on two-way, two-lane facilities, mill and pave back by the end of each work day. For partial or wheel track milling operations on multi-lane facilities, the lane being milled may be left closed and paved back within 72 hours.

The following options are available during Resurfacing and milling operations on two-way,

two-lane facilities when the entire roadway or entire lane is to be milled:

- (A) Mill a single lane and pave back by the end of each work day.
- (B) Mill the entire width of roadway and pave back within 72 hours.

The following options are available during Resurfacing and milling operations on multi-lane facilities when all lanes or a single lane in one direction are to be milled:

- (A) Mill a single lane and pave back by the end of each work day.
- (B) Mill the entire width of pavement for all lanes to be milled in any direction daily and pave back within 72 hours.

When resurfacing facilities with ramps, resurface the ramp and gore area of the ramp as agreed upon with the Project Manager. Place the transverse joint on the ramp at the terminal point of the gore unless the ramp is being resurfaced beyond this limit.

Slope the pavement at the beginning and ending of the daily milling operation as directed by the Project Manager. Sweep and remove all milled material from the roadway as soon as the daily milling operation is completed. Continue milling operations until the particular section of roadway being milled is complete. Remove any existing pavement adjacent to the milled area that has been damaged and replace with patch material as directed by the Project Manager.

Maintain vehicular access in accordance with Article 1101-14 of the *2012 Standard Specifications* using suitable backfill material approved by the Project Manager.

Operate equipment and conduct operations in the same direction as the flow of traffic. Do not cross medians with equipment, except at properly designated interchanges.

Review and record the existing pavement markings and markers prior to resurfacing. Use the record of existing pavement markings and markers in accordance with the *2012 Roadway Standard Drawings* to re-establish the proposed pavement markings and markers unless otherwise directed by the Project Manager.

Provide appropriate lighting in accordance with Section 1413 of the *2012 Standard Specifications*.

Remove existing pavement markers in preparation for paving. Repair any pavement damage due to existing pavement marker removal prior to the end of the work day. Dispose of existing pavement markers as directed by the Project Manager. No direct payment will be made for this work, as it will be incidental to the paving operation.

Payment will be made for the traffic control items that have been included in the contract. No direct payment will be made for providing other traffic control as required herein, as the cost of same will be considered incidental to the work being paid for under those various traffic control items that have been included. Where the Contractor maintains traffic as required herein but no specific pay items have been included in the contract, all associated costs will be considered incidental to the work being paid for under the various items in the contract.

WORK ZONE SIGNING:

(01-17-12)

RWZ-3

Description

Install and maintain signing in accordance with Divisions 11 and 12 of the *2012 Standard Specifications*, the *2012 Roadway Standard Drawings* and the following provisions:

Furnish, install, maintain and remove advance warning work zone signs and any required lane closure signing.

Furnish, install and maintain general work zone warning signs for resurfacing and milling such as ROUGH ROAD (W8-8 at 48" X 48") (for milling only), UNEVEN LANES (W8-11 at 48" X 48"), LOW SHOULDER (W8-9 at 48" X 48"), LOW / SOFT SHOULDER (DOT No. 16-79860 at 48" X 48"), UNMARKED PAVEMENT AHEAD (DOT No. 116087130 at 48" X 48") and DO NOT PASS (R4-1 at 24" X 30"). When construction is completed in any area of the project, relocate signs to the next work site, as directed by the Project Manager. Remove these signs at the completion of the project.

All work zone signs may be portable.

Construction Methods

(A) General

Install all warning work zone signs before beginning work on a particular map. If signs are installed three days prior to the beginning of work on a particular map, cover the signs until the work begins. Install each work zone warning sign separately and not on the same post or stand with any other sign except where an advisory speed plate or directional arrow is used.

(B) Advance Warning Work Zone Signs

Install advance warning work zone signs in accordance with Standard Drawing No. 1101.01, 1101.02 and 1110.01 of the *2012 Roadway Standard Drawings* prior to beginning of work and remove upon final completion of the project. If there is a period of construction inactivity longer than two weeks, remove or cover advance warning work zone signs. Uncover advance warning work zone signs no more than 3 days before work resumes. All other operations could be suspended upon failure to comply with the above requirements. Such suspended operations would not be resumed until the above requirements are fulfilled.

(C) Lane Closure Work Zone Signs

Install any required lane closure signing needed during the life of the project in accordance with the Standard Drawing No. 1101.02, 1101.11 and 1110.02 of the 2012 *Roadway Standard Drawings*.

(D) General Work Zone Warning Signs

Install general work zone warning signs for resurfacing and milling such as ROUGH ROAD (W8-8 at 48" X 48") (for milling only), UNEVEN LANES (W8-11 at 48" X 48"), LOW SHOULDER (W8-9 at 48" X 48") and LOW / SOFT SHOULDER (W8-9B at 48" X 48") at 1 mile intervals starting at a minimum of 500 feet in advance of the condition for both directions of travel (undivided roadways only) and at any other points determined by the Project Manager.

Install the LOW SHOULDER (W8-9 at 48" X 48") or LOW / SOFT SHOULDER (DOT No. 16-79860 at 48" X 48") signs prior to any resurfacing in an area where shoulder construction will be performed.

Install general work zone warning signs such as UNMARKED PAVEMENT AHEAD (DOT No. 116087130 at 48" X 48") and DO NOT PASS (R4-1 at 24" X 30") alternately at 1/2 mile intervals starting at a minimum of 500 feet in advance of the condition for both directions of travel (undivided roadways only) and at any other points determined by the Project Manager. Install signs prior to the obliteration of any pavement markings.

Measurement and Payment

No direct payment will be made for providing work zone signing. Work zone signing shall be considered incidental to the work included in the contract.

TIME LIMITATION FOR PAVEMENT MARKINGS AND MARKERS ON NEWLY RESURFACED AREAS:

(01-17-12)

RWZ-4

Markings: Two-Lane, Two-Way Facilities

For all two-lane, two-way facilities, place all edge lines and other symbols within 30 calendar days after they have been obliterated by the resurfacing operation.

Markings: All Facilities

The observation period for pavement markings on a specific map are subject to all requirements as specified in the Project Special Provision entitled "PAVEMENT MARKING LINES" contained elsewhere in the contract and begins with the satisfactory completion of all pavement markings required on that specific map.

All characters, symbols and stop bars on concrete shall be either Type 2 or Type 3 Cold Applied Plastic or Heated-In-Place Thermoplastic as shown on NCDOT Approved Product List. The quantity for characters, symbols and stop bars on concrete will be included in the pay items for Type 2 Cold Applied Plastic.

All characters, symbols and stop bars on asphalt shall be either Heated-In-Place Thermoplastic or Extruded Thermoplastic as shown on NCDOT Approved Product List. The quantity for characters, symbols and stop bars on asphalt will be included in the pay items for Heated-In-Place Thermoplastic.

Markers: All Facilities

Install permanent pavement markers within 60 calendar days after completing the resurfacing on each map.

ROADWAY STANDARD DRAWINGS FOR PAVEMENT MARKINGS AND MARKERS:

(01-17-12)

RWZ-5

Use the following in conjunction with the *2012 Standard Specifications*:

Standard Pavement Markings	<i>2012 Roadway Standard Drawings:</i> 1205.01, 1205.02, 1205.03, 1205.04, 1205.05, 1205.06, 1205.07, 1205.08, 1205.09, 1205.10, 1205.11, 1205.12, 1205.13
Raised Pavement Markers	<i>2012 Roadway Standard Drawings:</i> 1205.12, 1250.01, 1251.01
Snowplowable Pavement Markers	<i>2012 Roadway Standard Drawings:</i> 1250.01, 1253.01
Milled Rumble Strips	<i>2012 Roadway Standard Drawings:</i> 665.01

SECTION 800 MOBILIZATION
SPECIAL PROVISION

800-1 DESCRIPTION

This work consists of preparatory work and operations to mobilize personnel, materials and equipment to the project site. Multiple mobilizations shall not be paid for work orders that are located within 1 mile of each other.

The installation and removal of any construction zone signage will be considered as part of mobilization and shall not be paid out as a separate pay item.

Contractor shall supply all signage including but not limited to portable, stationary, barricade and detour signs required to delineate the work zone and to control traffic

800-2 MEASUREMENT AND PAYMENT

There shall not be a separate pay item for mobilization. The cost of mobilization shall be incorporated into the cost of the items being installed.

LANE CLOSURE AND FLAGMEN AND TIME RESTRICTIONS
SPECIAL PROVISION

All work shall adhere to Division 11 of the Standard Specifications. Adapt the traffic control shall be adapted to meet field conditions to provide safe and efficient traffic movement. Changes may be required when physical dimensions in the detail drawings, standard details and roadway details are not attainable, or result in duplicate or undesired overlapping of devices. Modification may include moving, supplementing, covering or removal of devices.

The contractor will be required to comply with the NC DOT right of way Encroachment Agreement. The general notes in the encroachment agreement apply at all times for the duration of the construction project, except when otherwise noted in the plan, or directed by the Project Manager.

Flagmen will be incidental to the cost of traffic control and no separate payment will be made for flagmen. Traffic control will be paid as a Lump Sum Item.

The following general notes apply at all times for the duration of the construction project, except when otherwise noted in the plan, or directed by the Project Manager.

Lane and Shoulder Closure Requirements

- Remove lane closure devices from the lane when work is not being performed behind the lane closure or when a lane closure is no longer needed, or as directed by the Project Manager.

- When personnel and/or equipment are working within 40 ft. of an open travel lane, close the nearest open shoulder using Roadway Standard Drawing no. 1101.04 unless the work area is protected by barrier or guardrail.
- When personnel and/or equipment are working on the shoulder adjacent to an undivided facility and within 5 ft. of an open travel lane, close the nearest open travel lane using Roadway Standard Drawing no. 1101.02 unless the work area is protected by barrier or guardrail.
- When personnel and/or equipment are working on the shoulder adjacent to a divided facility and within 10 ft. of an open travel lane, close the nearest open travel lane using roadway standard drawing no. 1101.02 unless the work area is protected by barrier or guardrail.
- When personnel and/or equipment are working within a lane of travel of an undivided or divided facility, close the lane according to the roadway standard drawings or as directed by the Project Manager. Conduct the work so that all personnel and/or equipment remain within the closed travel lane.
- The Contractor shall conduct his operation during daylight hours only.
- Work shall only be performed when weather and visibility conditions allow safe operations.
This will include the required work of installing, maintaining, and removing the traffic control devices for road closures and restoring traffic to a two-lane, two-way traffic pattern.
- No direct payment will be made for the work shown above as it will be considered incidental to other contract items.

This work will include the required work of installing, maintaining, and removing the traffic control devices for road closures and restoring traffic to the original traffic pattern.

Measurement and Payment

There shall be no separate pay items for traffic control. The cost of traffic control shall be incorporated into the cost of the items being installed.

Signs and flaggers – Contractor shall be supply all signage and flaggers required for traffic control and to delineate the work zone.

Lane closure – contractor shall supply all items required to close traffic lane and delineate the work zone including signs (portable, stationary, barricade or detour), Truck Mounted Impact Attenuators (TMIA), Changeable Message Signs (CMS), Flashing Arrow Panel (FAP), Pilot Vehicle, Flaggers, Cones and Drums

All labor, tools and equipment and incidentals necessary to furnish, install, maintain and remove traffic control devices when no longer required shall be included in the lump sum prices for the above categories. There are no separate pay items for traffic control.

SECTION 1660
SEEDING AND MULCHING
SPECIAL PROVISION

1660-1 DESCRIPTION

Prepare seedbed; furnish, place, and incorporate limestone, fertilizer, and seed; compact seedbed; furnish, place, and secure mulch; mow; and perform other operations necessary for the permanent establishment of vegetation from seed on shoulders, slopes, ditches, or other roadside areas. The seedbed shall consist of clean topsoil and shall not contain in deleterious material. Material used for seedbed shall be approved by the Project Manager.

Perform seeding and mulching on all earth areas disturbed by construction and on portions of areas seeded under previous contracts as directed where there is unsatisfactory vegetative cover. Adapt operations to variations in weather or soil conditions as necessary for the successful establishment and growth of the grasses or legumes.

Preserve the required line, grade, and cross section of the area treated.

The actual conditions which occur during the construction of the project will determine the quantity of mowing. The quantity of mowing may be increased, decreased, or eliminated entirely as directed. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

1660-2 MATERIALS

Refer to Division 10:

Item	Section
Fertilizer	1060-2
Limestone	1060-3
Seed	1060-4
Mulch for Erosion Control	1060-5

Use undiluted emulsified asphalt for tacking material.

The analysis of fertilizer and the kinds of seed will be as stated in the contract.

1660-3 COORDINATION WITH GRADING OPERATIONS

Perform seeding and mulching operations on a section by section basis immediately

upon completion of earthwork sections in accordance with the requirements of Article 225 - 2.

When grading operations have been suspended, and seeding and mulching has been performed on areas where work has been suspended, include in the work of seeding and mulching of the adjacent sections any necessary overlapping of operations on previously established vegetative cover.

When the Contractor fails or neglects to coordinate grading with seeding and mulching operations and to diligently pursue the control of erosion and siltation, the Project Manager may suspend the Contractor's grading operations until such time as the work is coordinated in a manner acceptable to the Project Manager. Such suspension will be in accordance with the requirements of Article 108-7.

1660-4 SEEDBED PREPARATION

Cut and satisfactorily dispose of weeds or other unacceptable growth on the areas to be seeded. Shape and smooth uneven and rough areas outside of the graded section, such as crop rows, farm contours, ditches and ditch spoil banks, fence line and hedgerow soil accumulations, and other minor irregularities which cannot be obliterated by normal seedbed preparation operations, to provide for more effective seeding and for ease of subsequent mowing operations.

Scarify or otherwise loosen the soil to a depth of not less than 5 inches except as otherwise provided below or otherwise directed. Break clods and work the top 2 to 3 inches of soil into an acceptable seedbed by the use of soil pulverizers, drags, or harrows; or by other approved methods. Remove all rock and debris 3 inches or larger on median, shoulder, and ditch cut or fill slopes which are 3:1 or flatter, prior to the application of seed and fertilizer. Remove rock 6 inches and larger displaced during seeding operations.

Scarify, groove, trench, or puncture all slope surfaces. The depth of preparation and the degree of smoothness of the seedbed may be reduced on cut slopes that are 2:1 and steeper, as permitted by the Project Manager.

On cut slopes that are either 2:1 or steeper, the Project Manager may permit the preparation of a partial or complete seedbed during the grading of the slope. If at the time of seeding and mulching operations such preparation is still in a condition acceptable to the Project Manager, additional seedbed preparation may be reduced or eliminated.

Limit seedbed preparation to within 2 feet of the edge of any pavement to a depth of 2 to 3 inches. Do not prepare seedbed when the soil is frozen, extremely wet, or when the Project Manager determines that it is an otherwise unfavorable working condition.

1660-5 APPLYING AND COVERING LIMESTONE, FERTILIZER, AND SEED

(A) General

The contract will state the seasonal limitation for seeding operations; the kinds of grades of fertilizers; the kinds of seed; and the rates of application of limestone, fertilizer, and seed.

Obtain approval from the Project Manager before using equipment for the application, covering, or compaction of limestone, fertilizer, and seed. Approval may be revoked at any time if equipment is not maintained in satisfactory working condition, or if the equipment operation damages the seed.

Apply limestone, fertilizer, and seed within 24 hours after completion of seedbed preparation unless otherwise permitted by the Project Manager. When the Project Manager determines that weather and soil conditions are unfavorable, do not distribute any limestone or fertilizer and do not sow any seed.

Take adequate precautions to prevent damage to traffic, structures, guardrails, traffic control devices, or any other appurtenances during the application of fertilizer. Provide adequate covering or change methods of application as required to avoid such damage. Repair any damage that occurs, including any cleaning that may be necessary.

(B) Limestone and Fertilizer

Limestone may be applied as a part of the seedbed preparation, provided it is immediately worked into the soil. If not so applied, distribute limestone and fertilizer uniformly over the prepared seedbed at the specified rate of application and then harrow, rake, or otherwise thoroughly work or mix into the seedbed.

If liquid fertilizer is used, locate storage containers for the liquid fertilizer on the project and equip for agitation of the liquid prior to its use. Equip the storage containers with approved measuring or metering devices which will enable the Project Manager to record at any time the amount of liquid that has been removed from the container. Calibrate application equipment for liquid fertilizer, other than a hydraulic seeder, to ensure that the required rate of fertilizer is applied uniformly.

(C) Seed

Distribute seed uniformly over the seedbed at the required rate of application, and

immediately harrow, drag, rake, or otherwise work so as to cover the seed with a layer of soil. Cover to a depth as directed by the Project Manager. If 2 kinds of seed are to be used which require different depths of covering, sow separately.

When a combination seed and fertilizer drill is used, drill fertilizer with seed after applying and incorporating limestone into the soil. If using two kinds of seed requiring different depth of cover, the seed requiring the lighter cover may be sown broadcast or with a special attachment to the drill, or drilled lightly following the initial drilling operation.

When using a hydraulic seeder for application of seed and fertilizer, do not allow the seed to remain in water containing fertilizer for more than 30 minutes prior to application unless otherwise permitted.

Compact the seedbed immediately after seed has been properly covered in the manner and degree approved by the Project Manager.

(D) Modifications

When adverse seeding conditions are encountered due to steepness of slope, height of slope, or soil conditions, the Project Manager may direct or permit that modifications be made in the above requirements which pertain to incorporating limestone into the seedbed; covering limestone, seed, and fertilizer; and compaction of the seedbed.

Such modifications may include but not be limited to the following:

- (1) The incorporation of limestone into the seedbed may be omitted on
 - (a) cut slopes steeper than 2:1
 - (b) on 2:1 cut slopes when a seedbed has been prepared during the excavation of the cut and is still in an acceptable condition; or
 - (c) on areas of slopes where the surface of the area is too rocky to permit the incorporation of the limestone.
- (2) The rates of application of limestone, fertilizer, and seed on slopes 2:1 or steeper or on rocky surfaces may be reduced or eliminated.
- (3) Compaction after seeding may be reduced or eliminated on slopes 2:1 or steeper, on rocky surfaces, or on other areas where soil conditions would make compaction undesirable.

1660-6 MULCHING

(A) General

Mulch all seeded areas unless otherwise indicated in the contract or directed by the Project Manager. Use grain straw as mulch at any time of the year. If permission to use material other than grain straw is requested and the use of such material is approved by the Project Manager, the seasonal limitations, the methods and rates of application, the type of binding material, or other conditions governing the use of such material will be established by the Project Manager at the time of approval.

(B) Applying Mulch

Apply mulch within 24 hours after completion of seeding unless otherwise permitted. Exercise care to prevent displacement of soil or seed or other damage to the seeded area during the mulching operations.

Spread mulch uniformly by hand or by approved mechanical spreaders or blowers which will provide an acceptable application. An acceptable application will be that which will allow some sunlight to penetrate and air to circulate but also partially shade the ground, reduce erosion, and conserve soil moisture.

(C) Holding Mulch

Hold mulch in place by applying a sufficient amount of undiluted emulsified asphalt or other approved binding material. The Project Manager will approve the rate and method of application of binding material. Apply the binding material directly with the mulch or immediately following the mulch application.

Take adequate precautions to prevent damage to traffic, structures, guardrails, traffic control devices, or any other appurtenances during the application of asphalt binding material. Provide adequate covering or change methods of application as required to avoid such damage. Repair any damage that occurs, including any cleaning that may be necessary.

Take sufficient precautions to prevent mulch from entering drainage structures through displacement by wind, water, or other causes and promptly remove any blockage to drainage facilities which may occur.

1660-7 MAINTENANCE OF SEEDING AND MULCHING

Maintain areas where seeding and mulching have been performed in a satisfactory condition until final acceptance of the project.

Mow at the location and times as directed. Correct areas of damage or failure due to any cause by repairing or completely reworking as directed. Repair in accordance with Section 1661 where extensive seedbed preparation is unnecessary. Rework seeding and mulching in accordance with this section where correction requires extensive seedbed preparation, or where earthwork repairs or complete reshaping are necessary. As an exception to the above, repair areas of damage or failure resulting either from negligence on the part of the Contractor in performing subsequent construction operations or from not taking adequate precautions to control erosion and siltation as required throughout the various sections of the Specifications, at no cost to the Department.

1660-8 MEASUREMENT AND PAYMENT

Seeding and mulching will be measured and paid for in square feet, measured along the surface of the ground that has been completed and accepted. No direct payment will be made for furnishing and applying the limestone and fertilizer as such work and materials will be considered to be incidental to be the work covered by Seeding and Mulching.

Mowing will be measured and paid for in acres measured along the surface of the ground, that has been mowed as directed. Where an area has been mowed more than once at the direction of the Project Manager, separate measurement will be made each time the area is mowed.

Corrective work will be compensated where seeding and mulching has been damaged or has failed to establish a satisfactory stand of vegetation.

Where correction can be made without extensive seedbed preparation, the work will be paid for in accordance with Section 1661 for Seed for Repair Seeding and Fertilizer for Repair Seeding.

Where earthwork and seeding and mulching has been damaged to the extent that earthwork repairs or complete reshaping are necessary, the Contractor will be paid at the contract unit price for the excavated material required for repairs to the damaged earthwork, and at the contract unit price for Seeding and Mulching for correcting the damaged seeding and mulching.

As an exception to the above, repair, at no cost to the Department, any damage to earthwork or seeded and mulched areas which is due to carelessness or neglect on the

part of the Contractor.

Payment will be made under:

Pay Item	Pay Unit
Seeding and Mulching	Square feet

SECTION 848
CONCRETE SIDEWALKS, DRIVEWAYS AND WHEELCHAIR RAMPS
BRICK PAVER REMOVAL AND INSTALLATION
SPECIAL PROVISION

848-1 DESCRIPTION

Construct Portland cement concrete sidewalks, driveways, and wheelchair ramps in accordance with the requirements shown in the contract. All work shall conform to the Public Rights-of-Way Accessibility Guidelines.

The prices shall include all labor, materials, and equipment to perform demolition, grading, forming, reinforcement, placing and finishing concrete, sealing joints, and backfilling.

Note: All concrete shall have a minimum compressive strength at 28 days of 4,000 psi.

848-2 MATERIALS

Refer to Division 10

Item	Section
Curing Agents	1026
Joint Fillers	1028-1
Joint Sealers	1028-2, 1028-4
Concrete:	

Concrete shall be plant or transit-mixed concrete conforming to ASTM C33 for aggregates and to ASTM C94 for ready-mixed concrete. Any concrete poured that has a slump over 4 inches as per ASTM C143, or has a batched time of more than 90 minutes, will be considered unacceptable. The City Project Manager may allow a minimum plant mix of 4,000 psi with a slump over four inches provided that it is a certified pump mix. Concrete shall not be deposited on frozen sub-grade. Concrete shall

not be poured when the air temperature is 40 degrees Fahrenheit or below, and the predicted low temperature for the succeeding 24 hour period is less than 32 degrees Fahrenheit. Concrete shall not be poured with the air temperature over 95 degrees Fahrenheit.

All concrete when placed in the forms shall have a temperature of between 50 and 90 degrees Fahrenheit and shall be maintained at a temperature of not less than 50 degrees Fahrenheit for at least 72 hours for normal concrete and 24 hours for high early strength concrete, or for as much time as is necessary to secure proper rate of curing and designed compressive strength. Concrete shall be air entrained with 5-7% air. Retarders and accelerators shall be used only within the manufactures specification and clearly documented on the loading tickets.

2' x 2' detectable warning plates shall be provided by the City of Asheville. The contractor shall receive the plates at the City of Asheville Public Works facility and be accompanied by the inspector.

Accelerators shall be used only within the manufactures specification and clearly documented on the loading tickets.

Placed concrement should not be allowed to free fall more than 48 inches. Forms should be pre-wetted prior to the placement of concrete.

Placement of pervious concrete shall be approved by the City Project Manager prior to installation.

When the project is located in an area with existing scored concrete the new concrete shall be scored at the discretion of the Project Manager. The scoring shall match the existing pattern.

848-3 CONSTRUCTION REQUIREMENTS

Where it is necessary to remove a portion of existing sidewalks or driveways, saw a neat edge along the pavement to be retained approximately 2" deep with a concrete saw before breaking the adjacent pavement away.

Construct concrete in accordance with Section 825 and give a sidewalk finish, except as otherwise provided herein.

Broom the concrete surface in a transverse direction to traffic. Make joint spacing no less than 5 feet. Where existing sidewalks are being widened, line up new transverse joints with existing joints in the adjacent sidewalk. Seal expansion joints where sidewalk

and wheelchair ramps are placed adjacent to concrete curb and/ or gutter. Do not seal grooved joints.

Do not place backfill adjacent to the sidewalk, driveway or wheelchair ramp until at least 3 curing days, as defined in Article 825-9, have elapsed unless otherwise approved. Compact backfill to a degree comparable to the adjacent undisturbed material.

Do not place vehicles on the completed work until 7 curing days, as defined in Article 825-9, have elapsed. When high early strength concrete is used, vehicles will be permitted on the completed work after 3 curing days have elapsed.

Install detectable warnings 24" in length of cast iron truncated domes along the bottom of the curb ramps in accordance with the specifications and details. Obtain 70 percent contrast visibility with adjoining surfaces, either light-on-dark, or dark-on-light sequence covering the entire ramp.

Sign removal and replacement is incidental to the work and shall not be a separate pay item.

848-4 MEASUREMENT AND PAYMENT

4" Concrete Sidewalk will be measured and paid for in square yards, measured along the surface of the completed and accepted work. Such price includes, but is not limited to excavating and backfilling, sawing the existing sidewalk, furnishing and placing concrete, and constructing and sealing joints.

6" Concrete Driveway/Sidewalk will be measured and paid for in square yards, measured along the surface of the completed and accepted work. Such price includes, but is not limited to excavating and backfilling, sawing the existing driveway, furnishing and placing concrete, and constructing and sealing joints.

Monolithic walk and curb will be measured and paid for in square yards, measured along the surface of the completed and accepted work. Such price includes, but is not limited to excavating and backfilling, sawing the existing driveway, furnishing and placing concrete, and constructing and sealing joints.

Concrete wheelchair ramps will be measured and paid for in units of each. The pay limits for curb ramp shall be as depicted on NCDOT Standard Drawing 848.05 or 848.06.

Detectable warning domes shall be measured and paid for in units of each. The plates shall be supplied by the City and the contractor shall be paid for labor only.

Such price includes, but is not limited to excavating and backfilling, sawing the existing sidewalk or driveway, furnishing and placing concrete, constructing and sealing joints, and furnishing and installing truncated domes.

Brick paver removal shall be measured and paid in square feet.

Brick paver installation shall be measured and paid in square feet, accepted in place.

Payment will be made under:

Pay Item	Pay Unit
4" Concrete Sidewalk	Square Yard
6" Concrete Driveway/Sidewalk	Square Yard
Monolithic Walk and Curb	Square Yard
Concrete Wheelchair Ramp Each	Each
Detectable Warning Domes – Labor only	Each
Brick Paver Removal	Square Feet
Brick Paver Installation	Square Feet

SECTION 846
CONCRETE CURB, CURB AND GUTTER, CONCRETE
GUTTER, SHOULDER BERM GUTTER, CONCRETE EXPRESSWAY
GUTTER AND CONCRETE VALLEY GUTTER
SPECIAL PROVISION

846-1 DESCRIPTION

Construct Portland cement concrete curb, concrete curb and gutter, concrete gutter, shoulder berm gutter, concrete expressway gutter and 4" concrete valley gutter as shown in the contract.

The prices shall include all labor, materials, and equipment to perform demolition, grading, forming, reinforcement, placing and finishing concrete, sealing joints, and backfilling.

Note: All concrete shall have a minimum compressive strength at 28 days of 4,000 psi.

846-2 MATERIALS

Refer to Division 10.

Item	Section
Curing Agents	1026
Joint Fillers	1028-1
Joint Sealers	1028-2, 1028-3
Concrete:	

Concrete shall be plant or transit-mixed concrete conforming to ASTM C33 for aggregates and to ASTM C94 for ready-mixed concrete. Any concrete poured that has a slump over 4 inches as per ASTM C143, or has a batched time of more than 90 minutes, will be considered unacceptable. The City Project Manager may allow a minimum plant mix of 4,000 psi with a slump over four inches provided that it is a certified pump mix. Concrete shall not be deposited on frozen sub-grade. Concrete shall not be poured when the air temperature is 40 degrees Fahrenheit or below, and the predicted low temperature for the succeeding 24 hour period is less than 32 degrees Fahrenheit. Concrete shall not be poured with the air temperature over 95 degrees Fahrenheit.

All concrete when placed in the forms shall have a temperature of between 50 and 90 degrees Fahrenheit and shall be maintained at a temperature of not less than 50 degrees Fahrenheit for at least 72 hours for normal concrete and 24 hours for high early strength concrete, or for as much time as is necessary to secure proper rate of curing and designed compressive strength. Concrete shall be air entrained with 5-7% air. Retarders and accelerators shall be used only within the manufactures specification and clearly documented on the loading tickets.

Accelerators shall be used only within the manufactures specification and clearly documented on the loading tickets.

Placed concrete should not be allowed to free fall more than 48 inches. Forms should be pre-wetted prior to the placement of concrete.

Placement of pervious concrete shall be approved by the City Project Manager prior to installation.

846-3 CONSTRUCTION METHODS

(A) General

Construct concrete in accordance with Section 825, except as provided herein. Give surface a light broom finish with brush marks parallel to the curb line or gutter line. Prepare foundation and compact base or subgrade to the degree required by the applicable section of the Standard Specifications before placing forms.

(B) Forms

Use forms that have no more than 1/8" in 10 ft. deflection from true line horizontally and vertically to adequately support the concrete and construction equipment.

Obtain approval before placing concrete.

(C) Joints

Locate joints as shown as provided herein except when directed by the Project Manager.

Space joints no closer than 5 ft.

Locate joints to line up with the joints in concrete pavement when placed adjacent to concrete pavement.

Form grooved contraction joints as required by Subarticle 825-10(B).

Construct grooved butt joint between the work and adjacent pavement except where expansion joints are required. Expansion joints are required between new concrete and all existing rigid objects such as concrete, wall, steps etc. Form butt joints as required by Subarticle 825-10(B) for grooved contraction joints and seal.

Seal all joints except for joints in curb sections not having an integral gutter. Fill joints in gutter with joint sealer to the top surface of the gutter.

Seal joints before backfilling or performing adjacent operations.

(D) Surface Tolerances

Finish surface within 1/4" when checked longitudinally with a 10 ft. straightedge.

(E) Backfilling

Do not place backfill or pavement adjacent to the curb, curb and gutter, gutter, shoulder berm gutter, expressway gutter or concrete valley gutter until at least 3 curing days, as defined in Article 825-9, have elapsed.

Complete backfill within 4 calendar days after the completion of the 3 day curing period unless otherwise approved.

Compact backfill to an approved density.

(F) Opening to Traffic

Vehicles may be permitted on the completed work after the following curing days, as defined in Article 825-9, have elapsed. For regular strength concrete, cure for at least 7 curing days. For high early strength concrete, cure for at least 3 curing days.

846-4 MEASUREMENT AND PAYMENT

Concrete Curb and Gutter (2'6", 2'0" and 1'6") will be measured and paid in linear feet, accepted in place. Measurement will be made along the surface of the top of the curb.

Concrete Valley Gutter will be measured and paid in linear feet, accepted in place.

Stand Up Curb will be measured and paid in linear feet, accepted in place.

Mountable Curb will be measure and paid in linear feet, accepted in place.

Work includes providing all materials, placing all concrete, excavating and backfilling, forming, finishing, constructing and sealing joints, and all incidentals necessary to complete the work.

Sign removal and replacement is incidental to the work and shall not be a separate pay item.

Payment will be made under:

Pay Item	Pay Unit
Concrete Curb and Gutter	Linear Feet
Concrete Valley Gutter	Linear Feet
Stand Up Curb	Linear Feet
Mountable Curb	Linear Feet

SECTION 825 **INCIDENTAL CONCRETE CONSTRUCTION** **SPECIAL PROVISION**

825-1 DESCRIPTION

This section consists of the general requirements for the construction of all incidental concrete construction. The provisions of Sections 838, 840, 846, 848, 850, 852, 853, 854, 855, 857 and 858 will prevail over any conflicting requirements of this section.

825-2 FORMS

(A) General

Maintain forms true to the required lines, grades and dimensions. Construct forms with material of such strength and with sufficient rigidity to prevent any appreciable deflection between supports. Provide mortar-tight forms with a fillet at sharp corners when indicated in the Project Manager.

Design clamps, pins, metal spacers, anchorages and other connecting devices to hold the forms rigidly together. Construct or install any metal spacers or anchorages that are required within the forms so that the metal work can be removed to a depth of at least 1" from the exposed surface of the concrete without injury to the surface. The recess thus formed in the concrete shall have a diameter no greater than 1.5 times the depth.

Maintain the shape, strength, rigidity and surface smoothness of forms that are to be re-used at all times. Thoroughly clean all dirt, mortar and foreign material from forms before reusing. Thoroughly coat all inside form surfaces with commercial quality form oil or other equivalent coating before placing concrete.

(B) Wood Forms

Provide forms with a smooth and uniform texture. Make joints between forms tight and even so that no appreciable form marks remain after the forms are removed.

Do not use plywood sheets showing torn grain, worn edges, patches or other defects that impair the texture of concrete surfaces exposed to view.

(C) Metal Forms

Use metal forms of such thickness and rigidity that the forms will remain true to shape. Counter-sink bolt and rivet heads. Use only metal forms that present a smooth surface and line up properly. Keep metal forms free from all foreign matter that will discolor the concrete.

825-3 REINFORCEMENT

Furnish and place reinforcement as directed by the Project Manager and in accordance with Section 425.

825-4 PLACING CONCRETE

Do not place concrete until the foundation, the adequacy of the forms, the placing of reinforcement and other embedded items have been inspected and approved.

Place concrete in daylight unless an approved lighting system is provided.

Remove all debris from the interior of forms in preparation for placing concrete. Moisten earth or base course surfaces on which concrete is to be placed immediately before placing concrete. Do not place concrete on excessively wet or frozen surfaces.

Place concrete in its final position in the forms within the time stipulated in Subarticle 1000-4(E).

Place concrete to avoid segregation of the materials and the displacement of the reinforcement. Thoroughly work the concrete during placement. Bring mortar against the forms to produce a smooth finish, substantially free from water and air pockets or honeycombs.

Do not place concrete when the air temperature, measured at the location of the concrete operation in the shade away from artificial heat, is below 35°F unless permission is otherwise granted. When such permission is granted, uniformly heat the aggregates and water to a temperature no higher than 150°F. Place the heated concrete at a temperature of at least 55°F and no more than 80°F.

825-5 SLUMP TESTS

Test the slump of the concrete in accordance with Article 420-6.

825-6 FINISHING

(A) General

Provide the type of finish required by the contract directly applicable to the work being constructed.

(B) Ordinary Surface Finish

Remove all form ties or metal spacers to a depth of at least 1" below the surface of the concrete and clean and fill the resulting holes or depressions with grout. Metal devices with exposed cross-sectional area not exceeding approximately 0.05 sq.in. on surfaces permanently in contact with earth fill may be broken off flush with the surface of the concrete.

Remove all fins caused by form joints and other projections. Remove stains and discoloration. Clean all pockets and fill with grout as directed. Thoroughly soak the surface of all concrete with water before the application of a grout repair.

Use grout consisting of one part cement and 2 parts sand. Use cement from the same source as originally incorporated in work. Cure the grout for at least 3 days. After the grout has thoroughly hardened, rub the patch with a carborundum stone as required to match the texture and color of the adjacent concrete.

On surfaces that are to be backfilled or surfaces that are enclosed, the removal of form marks, fins and pockets; the rubbing of grouted areas to uniform color; and the removal of stains and discoloration will not be required.

(C) Sidewalk Finish

Strike off fresh concrete and compact until a layer of mortar is brought to the surface.

Finish the surface to grade and cross section with a float, trowel smooth and finish with a broom.

(D) Rubbed Finish

After the ordinary surface finish has been completed, thoroughly wet and rub the entire surface. Use a coarse carborundum stone or other equally good abrasive to bring the surface to a smooth texture and remove all form marks. Carefully stroke the surface with a clean brush to finish the paste formed by rubbing. Alternatively, spread the paste uniformly over the surface and allow it to take a reset. Finish by floating with a canvas, carpet-faced or cork float or rub down with dry burlap.

(E) Float Finish

Finish the surface with a rough carpet float or other suitable device leaving the surface even but distinctly sandy or pebbled in texture.

825-7 REMOVING FORMS

Do not remove forms from freshly placed concrete until it has hardened sufficiently to resist spalling, cracking or any other damage.

825-8 PROTECTION FROM COLD WEATHER

When it is anticipated that the atmospheric temperature will fall below 35°F, protect concrete in accordance with Subarticle 420-7(C). Protect concrete containing fly ash or ground granulated blast furnace slag for at least 7 curing days. Protect all other concrete for at least 3 curing days.

825-9 CURING

Cure concrete in accordance with Subarticle 700-9(B) immediately after finishing operations are completed and surface water has disappeared. Where forms are removed before the expiration of the required curing period, apply the curing compound immediately after the forms are removed.

Cure each mass for 7 curing days. A "curing day" shall be defined as any consecutive 24 hour period, after finishing operations of the mass is completed, when the air temperature adjacent to the mass does not fall below 40°F.

825-10 JOINTS

(A) General

Construct joints at right angles to the surface of the concrete. Locate joints at right angles to the longitudinal centerline of curb, curb and gutter, gutter, island, median, median barrier and all paved areas, except where different joint locations are called for by the Project Manager.

Where concrete is to be placed adjacent to any existing slab or pavement that has a broken or irregular edge, provide a reasonably vertical edge by sawing.

(B) Grooved Contraction Joints

Form grooved contraction joints by a tool specifically constructed for this purpose or by sawing with an approved concrete saw.

Groove contraction joints to the depth directed by the Project Manager and to a width between 1/4" and 1/2", unless otherwise directed by the Project Manager. If formed by a tool, make a radius of 1/8" at the corners of the adjacent concrete.

(C) Expansion Joints

Fill construction joints with an expansion joint filler. Cut the filler into the shape necessary to fill the joint. Make the filler 1/2" thick unless indicated otherwise in the Project Manager. After the concrete has hardened cut the filler away to a depth of 1/2" to provide space for the joint sealer.

Install an expansion joint adjacent to any existing slab, pavement or structure against which new concrete is placed and at other locations specified by the Project Manager.

(D) Construction Joints

Construct construction joints as directed by the Project Manager.

(E) Sawing Joints

Saw joints after the concrete has hardened sufficiently to be sawed without spalling and raveling but no more than 24 hours after the concrete has been placed.

(F) Sealing Joints

Seal all contraction and expansion joints, except otherwise specified, before the backfill is placed.

Thoroughly clean the joint to remove all foreign matter. Dry joints before sealing.

Entirely fill joints to within 1/8" to 1/4" of the surface of the concrete with joint sealer. Immediately remove any sealer spilled on the surface of the concrete

Place joint sealer with equipment meeting the specifications of the manufacturer of the sealer material.

Cast in Place Trench Drain (Labor only)

This item covers the installation of City of Asheville provided trench drains.

825-11 MEASUREMENT AND PAYMENT

There will be no direct payment for the work covered by this section. Payment at the contract prices for the various items covered by those sections of the Standard Specifications directly applicable to the work being constructed will be full compensation for all work covered by this section.

Cast in Place Trench Drain will be installed by the general guidelines of section 825 and 848 and as directed in the field. The trench drains shall be supplied to the contractor by the City of Asheville. The trench drains shall be received by the contractor at the City of Asheville Public Works facility. The contractor shall be accompanied by the inspector. The pay item for trench drain installation shall be labor only.

2' x 2' Concrete Pads surrounding fire hydrants, valves etc. will be measured and paid for in units of each.

The prices shall include all labor, materials, and equipment to perform demolition, grading, forming, reinforcement, placing and finishing concrete, sealing joints, and backfilling.

Sign removal and replacement is incidental to the work and shall not be a separate pay item.

Pay Items

2' x 2' concrete pads around hydrants, valves etc.

Trench Drain (Labor only)

Pay Units

Each

Linear Feet

Note: All concrete shall have a minimum compressive strength at 28 days of 4,000 psi.

All work and materials required to install the pay items of this section shall be considered incidental to the above pay items.

GRANITE CURB
SPECIAL PROVISION

SCOPE / DESCRIPTION:

The work shall consist of all labor, materials, tools, equipment and supervision required to set in place or adjust existing granite curbstones as directed by the Project Manager and as described in these specifications. Work includes providing all materials, placing all concrete, excavating and backfilling, forming, finishing, constructing and sealing joints, and all incidentals necessary to complete the work. Price shall include furnishing joint fillers / sealers, backer rod, and flow able fill.

MATERIALS:

½" joint filler

Type L backer rod

Silicone joint sealer Type NS – Grey in color

Excavatable flowable fill

METHODS:

The Contractor shall neatly saw cut the existing asphalt as directed.

Excavate and remove existing material. Prepare a compacted subgrade to set the curb. Granite curb is to be set in excavatable flowable fill.

All joints shall be sealed with an approved silicone sealer. Color to be chosen by the Owner.

MEASUREMENT AND PAYMENT:

The price for installing granite shall include the Contractor loading and transporting the pieces from City stockpiles on Azalea Road.

.Patching the asphalt shall be paid for under other pay items.

Pay Items

Adjust Granite Curb
Install Granite Curb

Pay Units

Linear Foot (LF)
Linear Foot (LF)

SECTION 305
PVC or HDPE DRAINAGE PIPE
SPECIAL PROVISION

305-1 DESCRIPTION

This item covers the installation of HDPE or PVC drain pipe to carry a drainage system through a sidewalk or to connect a drain system to a trench drain installed in the sidewalk. Materials shall be supplied by the City of Asheville.

305-4 MEASUREMENT AND PAYMENT

Drainage Pipe will be measured and paid as the actual number of linear feet of pipe that has been incorporated into the completed and accepted work. Measurement of pipe will be made by counting the number of joints used and multiplying by the length of the joint to obtain the number of linear feet of pipe installed and accepted. Measurements of partial joints will be made along the longest length of the partial joint to the nearest 0.1 ft. Select bedding and backfill material will be included in the cost of the installed pipe. Joints will be included in the cost of the installed pipe.

Payment will be made under:

Pay Item	Pay Unit
HPDE or PVC Drain Pipe Installation (Labor Only)	Linear Foot

SECTION 858
SPECIAL PROVISIONS
ADJUSTMENT OR RELOCATION OF METER BOXES, VALVE BOXES, SEWER
CLEANOUTS, FIRE HYDRANTS and NCDOT PULL BOXES.
SPECIAL PROVISION

858-1 DESCRIPTION

Raise, lower or relocate existing catch basins, manholes, drop inlets, meter boxes, valve boxes, sewer cleanouts and electrical junction boxes encountered within the limits of the project to match the adjacent finished work.

858-2**MATERIALS**

Refer to Division 10

Item	Section
Concrete	Asheville Specifications
Curing Agents	1026
Asphalt Plant Mix	1020
Joint Fillers	1028-1
Joint Sealers	1028
Brick	1040-1
Concrete Block	1040-2
Mortar	1040-8
Reinforcing Steel	1070
Steps	1070
Fabricated Steel Grates	1074-9
Gray Iron Castings	1074-7
Precast Risers	1077

858-3 CONSTRUCTION REQUIREMENTS

Concrete shall be plant or transit-mixed concrete conforming to ASTM C33 for aggregates and to ASTM C94 for ready-mixed concrete. Any concrete poured that has a slump over 4 inches as per ASTM C143, or has a batched time of more than 90 minutes, will be considered unacceptable. The City Project Manager may allow a minimum plant mix of 4,000 psi with a slump over four inches provided that it is a certified pump mix. Concrete shall not be deposited on frozen sub-grade. Concrete shall not be poured when the air temperature is 40 degrees Fahrenheit or below, and the predicted low temperature for the succeeding 24 hour period is less than 32 degrees Fahrenheit. Concrete shall not be poured with the air temperature over 95 degrees Fahrenheit.

All concrete when placed in the forms shall have a temperature of between 50 and 90 degrees Fahrenheit and shall be maintained at a temperature of not less than 50 degrees Fahrenheit for at least 72 hours for normal concrete and 24 hours for high early strength concrete, or for as much time as is necessary to secure proper rate of curing and designed compressive strength. Concrete shall be air entrained with 5-7% air. Retarders and accelerators shall be used only within the manufactures specification and clearly documented on the loading tickets.

Accelerators shall be used only within the manufactures specification and clearly documented on the loading tickets.

Placed concrete should not be allowed to free fall more than 48 inches. Forms should be pre-wetted prior to the placement of concrete.

Placement of pervious concrete shall be approved by the City Project Manager prior to installation.

Perform the adjustment with brick or block masonry or Portland cement concrete on existing walls, in accordance with Subarticle 840-3(C).

Adjust manholes, meter boxes, and valve boxes as provided above or, where approved, by utilizing cast iron or steel fittings. When fittings are used, leave the existing walls in place and securely attach the fittings to the existing walls or install in a manner that will eliminate movement of the fitting.

Backfill excavated areas in an existing pavement with Portland cement concrete. High early strength concrete may be used. Wait at least 72 hours after the placement of the concrete before placing any surfacing or resurfacing material over the concrete. This time period will not be required where the strength of the concrete is at least 2500 psi as evidenced by nondestructive tests made in place by a rebound hammer in accordance with ASTM C805. Thoroughly compact backfill of other excavated areas.

In areas open to traffic, construct a temporary ramp of asphalt plant mix around structures that have been adjusted. Construct the ramp to extend a minimum of 3 feet from the structure within one calendar day after completing the adjustment. Construct the ramp using any type of asphalt surface course plant mix meeting the requirements of any job mix formula issued by the Department for a Department project. Compact to an approved density.

Place bituminous plant mix flush with the top of the raised structure within 7 days after raising the structure.

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

858-4 MEASUREMENT AND PAYMENT

Adjustment of Residential Meter Boxes will be measured and paid for in units of each for residential meter boxes that have been satisfactorily adjusted.

Adjustment of Commercial Meter Boxes will be measured and paid for in units of each

for commercial meter boxes that have been satisfactorily adjusted.

Adjustment of Valve Boxes will be measured and paid for in units of each for valve boxes that have been satisfactorily adjusted.

Adjustment of Sewer Cleanouts will be measured and paid for in units of each for Sewer Cleanouts that have been satisfactorily adjusted.

Adjustment of Fire Hydrants will be measured and paid for in units for each for Fire Hydrants that have been satisfactorily adjusted.

Relocation of Residential Meter Boxes will be measured and paid for in units of each for residential meter boxes that have been satisfactorily relocated.

Relocation of Commercial Meter Boxes will be measured and paid for in units of each for commercial meter boxes that have been satisfactorily relocated.

Relocation of Valve Boxes will be measured and paid for in units of each for valve boxes that have been satisfactorily relocated.

Relocation of Sewer Cleanouts will be measured and paid for in units of each for sewer cleanouts that have been satisfactorily relocated

Relocation of fire hydrants will be measured and paid for in units of each for fire hydrants that have been satisfactorily relocated.

Where any one meter box, valve box or sewer cleanout is adjusted more than once because of milling operations, such adjustments will be counted as one adjustment.

Where a meter box or valve box is raised more than 2 feet , the number of linear feet exceeding 2 feet that such structure has been raised will be measured and paid for per linear foot as provided in Article 840-4 for Masonry Drainage Structure. Measurement will be made by subtracting the elevation at the highest point of the original structure from the elevation at the highest point of the adjusted structure, and then subtracting 2 feet from the results of the first subtraction.

Such price includes but is not limited to excavation and backfilling, removal of a portion of the existing structure, and any parts, materials and labor required to adjust or relocate the structure.

Payment will be made under:

Pay Item	Pay Unit
Adjustment of Meter Boxes for Residential Service	Each
Adjustment of Meter Box for Commercial Service	Each
Adjustment of Valve Boxes	Each
Adjustment of Sewer Cleanout	Each
Adjustment of Fire Hydrant	Each
Relocation of Meter Boxes for Residential Service	Each
Relocation of Meter Box for Commercial Service	Each
Relocation of Valve Boxes	Each
Relocation of Sewer Cleanout	Each
Relocation of Fire Hydrants	Each

SECTION 545
INCIDENTAL STONE BASE

Perform the work covered by this section including but not limited to furnishing, hauling, placing and shaping a graded stone material for use in driveways, temporary maintenance of traffic, adjacent to mailboxes, beneath traffic island, median covers and at any other locations, other than use as a part of any base course on which pavement is to be placed; shaping; tamping when required; maintaining the base; and disposing of any surplus stockpiled material.

545-2 MATERIALS

Use stone or gravel for the graded stone material which is well graded from the 1 1/2" through the No. 200 sieve sizes that conforms to the requirements of Article 1006.

545-3 GRADATION SAMPLING, TESTING, AND ACCEPTANCE

Acceptance of the graded stone material will be made by visual inspection and approval by the Project Manager as being satisfactory for the purpose intended prior to its use. No sampling or testing of the graded stone material will be performed.

545-4 PLACING AND SHAPING STONE

Spread the stone material uniformly over the area required and then shape and dress to the satisfaction of the Project Manager.

Uniformly spread, grade to the required depth, and firmly tamp the stone material beneath traffic island and median covers. If the Contractor desires, the surface of the stone material may be covered with a sufficient amount of fine material to facilitate grading and shaping.

545-5 MAINTENANCE

Maintain the stone material until final acceptance of the project by reshaping and by the addition of incidental stone base material when directed by the Project Manager.

Maintain all stone material beneath traffic islands and median covers in satisfactory condition until the covers are placed.

545-6 MEASUREMENT AND PAYMENT

Incidental Stone Base will be measured and paid for at the contract unit price per ton that has been incorporated into the completed and accepted work. This quantity will be measured as provided for in Article 520-11.

Payment will be made under:

Pay Item	Pay Unit
Incidental Stone Base	Ton

SECTION 654 **ASPHALT PLANT MIX, PAVEMENT REPAIR**

654-1 DESCRIPTION

Perform the work covered by this section including, but not limited to, repairing of existing pavement with asphalt plant mix in order to provide a safe, passable and convenient condition for traffic, or to replace pavement removed in order to remove or to place pipe lines.

Perform the work by cutting the existing pavement to a neat vertical joint and uniform line; removing and disposing of pavement, base and subgrade material as approved or directed; coating the area to be repaired with a tack coat; furnishing, placing and compacting asphalt plant mix; and replacing of the removed material with asphalt plant mix.

The riding surface of the repaired area shall not consist of base or binder mix.

Make the repairs as approved or directed by the Project Manager.

654-2 MATERIALS

Where a pavement repair detail is required, use an approved asphalt plant mix.

In areas where the existing pavement is not to be resurfaced, the Contractor will not be allowed to substitute a different type of surface course from that shown on the pavement repair detail.

654-3 CONSTRUCTION METHODS

(A) General

Perform repair of existing pavement as approved or directed. Coordinate the work with all other work and operations necessary to maintain traffic.

(B) Pipe Removal or Installation

Where traffic is to be maintained, perform the removal or installation of pipe in sections so that half the width of the roadway will be available to traffic. Immediately upon completion of the entire pipeline removal or installation, repair the pavement.

654-4 MEASUREMENT AND PAYMENT

Asphalt Plant Mix, Pavement Repair will be paid as the actual number of tons of asphalt plant mix, complete in place, used to make completed and accepted repairs, except for those repairs made necessary by the contractor's negligence. The asphalt plant mixed material will be measured by being weighed in trucks on certified platform scales or other certified weighing devices.

Any requirements included in the contract that provide for adjustments in compensation due to variations in the price of asphalt cement will not be applicable to payment for the work covered by this section.

Payment will be made under:

Pay Item	Pay Unit
Asphalt Plant Mix Pavement Repair	Ton

SPECIAL PROVISION **RETAINING WALL**

The contractor is to construct segmental block retaining walls as directed by the Project Manager. The work will include the foundation, leveling pad, wall drain(s) and cap

stones. The contractor will submit, with the bid, the manufacturer's specifications and details (Wall envelope) for the type of block to be used and the method(s) of construction, for the City, to review. The wall will be paid for by the square foot of the exposed face of the wall. All labor, materials, foundations, and stone will be considered incidental to the work.

Pay Items
Retaining Wall

Pay Units
Square feet of exposed wall

SECTION 520
AGGREGATE BASE COURSE

520-1 DESCRIPTION

Perform the work covered by this section including, but not limited to, constructing a base composed of an approved aggregate material hauled to the road, placed on the road, mixed, compacted and shaped in accordance with the lines, grades, depths and typical sections shown in the plans; applying a sand seal in accordance with Article 520-5; and maintaining the base.

520-2 MATERIALS

Refer to Division 10.

Item
Aggregate Base Course

Section
1006 and 1010

520-3 METHODS OF PRODUCTION

Furnish aggregate upon which no restrictions are placed on the production or stockpiling, except as provided in Sections 1005, 1006 and 1010. Place aggregates on the roadway which have been sampled, tested and approved in accordance with Article 520-6.

520-4 SUBGRADE PREPARATION

Prepare the subgrade in accordance with Section 500 before placement of the base material.

520-5 HAULING AND PLACING AGGREGATE BASE MATERIAL

Place the aggregate material on the subgrade with a mechanical spreader capable of placing the material to a uniform loose depth and without segregation; except, for areas inaccessible to a mechanical spreader, the aggregate material may be placed by other methods approved by the Project Manager.

Where the Contractor elects to use more than one source of aggregate as described in Section 1005, place the various types of aggregate used in an approved manner which will permit the sampling and testing required by Section 1006 and 1010.

Where the required compacted thickness of base is 10" or less, the base material may be spread and compacted in one layer. Where the required compacted thickness is more than 10" spread the base material and compact in 2 or more approximately equal layers. Compact the base material to a minimum thickness of approximately 4" for any one layer.

Have each layer of material sampled, tested, compacted and approved before placing succeeding layers of base material or pavement.

Do not place base material on frozen subgrade or base.

Base course that is in place on November 15 shall immediately be covered with a subsequent layer of pavement structure or with a sand seal. Base course that has been placed between November 16 and March 15 inclusive shall be covered within 7 calendar days with a subsequent layer of pavement structure or with a sand seal. Apply sand seal in accordance with Section 660, except Articles 660-3 and 660-11 will not apply.

Failure by the Contractor to cover the base course as required above will result in the Project Manager notifying the Contractor in writing to cover the base course with a sand seal and to suspend the operations of placing aggregate base course until such cover has been placed. If the Contractor fails to apply the sand seal within 72 hours after receipt of such notice, the Project Manager may proceed to have such work performed with other forces and equipment.

The application of the sand seal by the Contractor or by others will in no way relieve the Contractor of the responsibility to maintain or repair the damaged base or subgrade, no matter what the cause of damage.

Do not allow traffic on the completed base course other than necessary local traffic and that developing from the operation of essential construction equipment as may be authorized by the Project Manager. Repair any defects that develop in the completed base or any damage caused by local or construction traffic acceptably. Hauling equipment may be operated with the approval of the Project Manager, over a lower layer of base, however, acceptably repair any rutting, weaving or soft areas that develop.

Do not exceed 35 mph with hauling equipment traveling over any part of the base.

Use methods of handling, hauling and placing which will minimize segregation and contamination. If segregation occurs, the Project Manager may require that changes to the Contractor's methods and may require mixing on the road to correct segregation. Remove and replace all aggregate which is contaminated with foreign materials to the extent that the base course will not adequately serve its intended use. The above requirements will be applicable regardless of the type of aggregate placed and regardless of prior acceptance.

520-6 SAMPLING, TESTING AND ACCEPTANCE

Perform sampling for the determination of gradation, LL and PI for the various types of aggregate, as defined in Articles 1010-1 and 1010-2.

Where visual observation indicates the need to do so, the Project Manager may require the Contractor to road mix areas of nonuniform gradation. The Project Manager reserves the right to take samples in addition to the lot acceptance samples from within the lot in areas exhibiting nonuniform gradation. When the test results from such an additional sample is outside the gradation limits in Section 1010 and the nonuniformity cannot be corrected by road mixing, the aggregate base course represented by the sample will be rejected and replaced by the Contractor.

520-7 SHAPING AND COMPACTION

Machine and compact the layer of base within 48 hours after beginning the placing of a layer of the base. Maintain each layer to the required cross section during compaction and compact each layer to the required density before placing the next layer.

When electing to use conventional density test number 3 (ring test) to determine density, compact each layer of the base to a density equal to at least 100% of that obtained by compacting a sample of the material in accordance with AASHTO T 180 as modified by the Department. Copies of these modified testing procedures are available upon request from the Materials and Tests Unit.

Follow the requirements as specified in Article 520-9 when electing to use nuclear methods to determine the density.

Compact the base material at a moisture content which is approximately that required to produce a maximum density indicated by the above test method. Dry or add moisture to the material when required to provide a uniformly compacted and acceptable base.

Shape the final layer of base material in accordance with the lines, grades and typical section as shown on the plans. Construct the base course so that it is smooth, hard, dense, unyielding and well bonded upon completion. A broom drag may be used in connection with the final finishing and conditioning of the surface of the base course.

520-8 TOLERANCES

After final shaping and compacting of the base, the Project Manager will check the surface of the base for conformance to the grade and typical section and determine the base thickness.

Construct the base so that the thickness of the base is within a tolerance of $\pm 1/2$ " of the base thickness required by the plans. When the base course will be used under concrete pavement, the tolerance will be $\pm 1/4$ ".

Construct the base so that the maximum differential between the established grade and the base within any 100 ft. section is $1/2$ " or $1/4$ " when used as a base course under concrete pavement.

520-9 DENSITY DETERMINATION BY NUCLEAR METHODS

(A) Application

The Project Manager may use nuclear means as described below to determine the density of selected base course materials required by Sections 520 and 540. The target density will be from the material's most recent AASHTO T 180 test results, which may be obtained from the Materials and Tests Unit.

A new target density is to be obtained when there is a change in the source of material, when a significant change occurs in the composition of the materials from the same source or when determined necessary.

Testing will be performed in the direct transmission mode on all aggregate base course. Additional information on testing is provided in the NCDOT Nuclear Gauge Operator's Manual, copies of which are available from the Materials and Tests Unit.

(B) Test Sections

(1) General

Provide a test section which has a depth no greater than the layer depth shown in the plans or required by the Standard Specifications, whichever is less. Determine the length of the section by the width as shown in the NCDOT Nuclear Gauge Operator's Manual.

In situations where the chemical composition of the material affects the gauge moisture readings, the Materials and Tests Unit will provide specific instructions.

(2) Equipment

Equipment used in the compaction of test sections shall be approved before use.

Where uniform density is not being obtained throughout the depth of the layer of material being tested, change the type and/or weight of the compaction equipment as necessary to achieve uniform density even though such equipment has been previously approved.

When aggregate base course material is involved, use at least one steel-wheel vibratory roller weighing at least 6 tons.

(3) Compaction

After the material in a test section has been spread and shaped to the required width and depth, begin the compaction of the section. Carry out compaction to obtain uniform maximum density over the entire test section.

Immediately before compacting the aggregate base course material, make sure it has satisfactory moisture content. If it is necessary to add water after the material is placed, scarify the material and add water uniformly throughout the full depth of the layer of the base course material.

(4) Testing Procedures

After the Contractor has completed compaction of the test section, the Project Manager will conduct 5 density tests at random within 5 equal segments of the test section. Provide a smooth surface on the material being tested before any tests being performed. Density tests will not be made when the surface of an aggregate base course contains free moisture. The required density will be expressed as a percentage of the target density.

(5) Acceptance Requirements

Provide a density for aggregate base course of at least 98% of the nuclear target density. In addition, the nuclear density of any single test location shall be at least 95% of the nuclear target density.

The required density will be determined by the average of 5 nuclear density tests made at random locations within 5 equal segments of the test sections.

520-10 MAINTENANCE

Where the base material is placed in a trench section, provide adequate drainage through the shoulders to protect the subgrade and base until such time as the shoulders are completed.

Maintain the surface of the base by watering, machining, rolling or dragging when necessary to prevent damage to the base by weather or traffic.

Where the base or subgrade is damaged, repair the damaged area; reshape the base to required lines, grades and typical sections; and recompact the base to the required density at no cost to the Department.

520-11 MEASUREMENT AND PAYMENT

Aggregate Base Course will be measured and paid at the contract unit price per ton for the actual number of tons of aggregate which has been incorporated into the completed and accepted work. Sampling and acceptance will be determined in accordance with Section 1010.

The aggregate will be measured by being weighed in trucks on certified platform scales or other certified weighing devices. If permitted by the contract, the weight of base course material shipped by barge may be determined from water displacement measurements.

No deductions will be made for any moisture contained in the aggregate at the time of weighing.

Sand seal applied due to the failure of the Contractor to cover the base course as required will be incidental to the work of this section. If the Contractor fails to provide sand seal as required and the Project Manager has the work performed by other forces, the cost of such work will be deducted from monies due or to become due to the Contractor.

Maintenance, repair and restoration of the base course and subgrade is incidental to the work of this section. If segregation during handling, hauling or placing occurs and the Project Manager requires a change in methods or mixing on the road to correct this segregation, this work will be incidental to the work of this section. Removal and replacement of aggregate which is contaminated with foreign materials or outside the gradation limits will be incidental to the work of this section.

Payment will be made under:

Pay Item	Pay	Unit
Aggregate Base Course		Ton

SELECT FILL
SPECIAL PROVISION

Select fill shall be material that is used to fill or build up to a set elevation. An example of this would be creation of a grass or landscape island. This pay item shall not be applied to fill that is placed in conjunction with concrete or asphalt infrastructure installation. Select fill shall be free of rocks, debris, organics and other deleterious materials. Select fill shall be measured and paid for in cubic yards accepted in place.

SPECIAL PROVISION
PEDESTRIAN SAFETY RAILING

This section pertains to the installation of pedestrian safety railing at locations deemed necessary by the engineer.

Steel pipe rail shall be constructed of 1 ¼" Schedule 40 plain end steel pipe meeting the requirements of ASTM A53.

Construct steel pipe in accordance with Section 1074 of the NCDOT Standard Specifications.

Weld in accordance with Article 1072-18 of the Standard Specifications.

All post sections are to be constructed plumb, not perpendicular to the sidewalk.

Use approved non-shrink grout in accordance with Section 1003 of the NCDOT Standard Specifications for handrail footings.

Placement of handrail in relation to wall and sidewalk may be modified as directed by the engineer.

Pipe surface to be prepared before priming in accordance with the Society for Protective Coating Specifications.

Pipe to be delivered to work site primed painted.

Paint shall be approved by the City of Asheville.

Measurement and payment

Pedestrian Safety Railing shall be measured and paid for in units of Linear Feet accepted in place.

Item	Units
Pedestrian Safety Rail	Linear Feet

SECTION 840
MINOR DRAINAGE STRUCTURES

840-1 DESCRIPTION

Perform the work covered by this section including, but not limited to, excavation; providing protection of employees in excavation; hauling; disposal of materials; removing existing pipe and drainage structures at the site of the work; furnishing, transporting and placing foundation conditioning material, backfill material, subsurface drainage, concrete, brick masonry, block masonry, precast units, mortar, grout, reinforcing steel, hardware, castings and miscellaneous metal; fabrication; welding; and galvanizing to construct cast-in-place concrete, brick masonry, block masonry or precast concrete inlets, catch basins, junction boxes, spring boxes, manholes, concrete aprons and other minor drainage structures excluding endwalls, with all necessary metal grates, covers, frames, steps and other hardware, in accordance with the contract.

Use cast-in place concrete, brick masonry, block masonry or precast concrete construction as shown on approved plans.

840-2 MATERIALS

Refer to Division 10.

Item	Section
Brick	1040-1
Concrete Block	1040-2
Curing Agents	1026
Fabricated Steel Grates	1074-9
Gray Iron Castings	1074-7
Joint Fillers	1028-1
Joint Sealers	1028-2
Mortar	1040-9
Precast Drainage Structures	1077
Portland Cement Concrete, Class B	1000
Reinforcing Steel	1070
Select Materials	1016
Steps	1074-8
Structural Steel	1072

Use grout in precast structures consisting of one part Portland cement to 2 parts of mortar sand.

Use foundation conditioning material meeting Article 1016-3 for Class V or VI select material as shown in the contract or as directed.

840-3 CONSTRUCTION METHODS

(A) Excavation

Perform excavation with equipment of adequate weight, size and capability. Where necessary, provide a competent person and protection of personnel in excavation by sloping, shoring or bracing in accordance with Federal, State or local standards and Article 107-1.

(B) Foundation

Do not place masonry drainage structure until the foundation has achieved adequate strength.

Where the foundation material is found to be of poor supporting value or of rock, minor adjustments in the location of the structure may be approved to provide a more suitable foundation. Where this is not practical, undercut the foundation and condition by backfilling with an approved select material.

Set precast foundation slabs to within $\pm 1/2$ " of grade on a 2" to 3" thick bed of compacted foundation conditioning material.

(C) Cast-In-Place Concrete, Brick and Block Masonry

Install drainage structures to plan line and grade or approved to meet drainage conditions. Do not modify the drainage structure by corbeling or use of concrete slabs unless otherwise directed.

Construct concrete in accordance with Section 825 and give an ordinary surface finish. Construct brick masonry in accordance with Section 830. Construct block masonry in accordance with Section 834. Furnish and place reinforcing steel in accordance with Section 425.

Obtain approval if field conditions necessitate a variance from the plan dimensions of the structure or footings.

(D) Installation of Precast Units

Install drainage structures to plan line and grade or approved to meet drainage conditions. Do not modify the drainage structure by corbeling or use of concrete slabs unless otherwise directed.

Assemble the precast drainage structure units in accordance with the manufacturer's instructions. Subarticle 840-3(C) applies where it is necessary to use cast-in-place concrete, brick masonry or block masonry construction as part of the structure. Fill any void greater than 1" with a brick or block bat fully encased in mortar.

Obtain approval if field conditions necessitate a variance from the plan dimensions of the structure or footings.

(E) Fittings and Connections

As the work is built up, accurately space, align and thoroughly bond fittings that enter the structure.

Make pipe connections so the pipe does not project beyond the inside wall of the drainage structure and grout as necessary to make smooth and uniform surfaces on the inside of the structure.

Set metal frames for grates and covers in full mortar beds or secure by approved methods.

(F) Backfill

Complete drainage structure and remove all forms and falsework. Backfill with approved material, compacted to the density required by Subarticle 235-3(C), after the drainage structure has cured for at least 7 curing days, unless otherwise permitted. Define a "curing day" in accordance with Article 825-9 for concrete or Article 830-5 for brick or block masonry.

(G) Pipe Collars and Pipe Plugs

Construct pipe collars and pipe plugs in accordance with the details shown in the plans or as directed.

Use any class of Portland cement concrete contained within Section 1000 for pipe collars.

Construct pipe plugs with either brick masonry or any class of Portland cement concrete contained within Section 1000.

(H) Concrete Aprons

Construct concrete aprons in accordance with the details in the plans. Use Class B or higher compressive strength concrete.

840-4 MEASUREMENT AND PAYMENT

Masonry Drainage Structure that incorporate an opening for circular pipe not exceeding 48" in diameter will be measured and paid in units of each for the actual number completed and accepted.

Masonry Drainage Structure exceeding a height of 5.0 ft. will be measured and paid in linear feet for the portion of the drainage structure exceeding a height of 5.0 ft. The height will be measured vertically to the nearest 0.1 ft. from the top of the bottom slab to the top of the wall. For that portion of *Masonry Drainage Structure* measured above a height of 10.0 ft., payment will be made at 1.3 times the contract unit price per linear foot for *Masonry Drainage Structure*.

Masonry Drainage Structures that incorporate an opening for circular pipe exceeding 48" in diameter, or for pipe arch of any size, will be measured and paid on a volume basis as provided below.

Masonry to be paid will be the number of cubic yards of cast-in-place concrete brick or block that has been incorporated into the completed and accepted structure. This quantity will be computed from the dimensions shown in the plans or from revised dimensions authorized by the Engineer. Where the wall thickness is greater than the wall thickness shown in the plans due to the use of oversize brick or for any other reason, the wall thickness shown in the plans will be used to compute quantities except where an increase in wall thickness has been authorized by the Engineer.

Pipe Collars will be measured and paid in cubic yards of concrete or brick that has been incorporated into the completed work. The cubic yards of pipe collars will be computed from the dimensions shown in the plans or from revised dimensions authorized by the Engineer.

Pipe Plugs will be measured and paid in cubic yards of concrete or brick that has been incorporated into the completed and accepted pipe plug. The cubic yards of pipe plugs will be computed from the dimensions shown in the plans or from revised dimensions authorized by the Engineer.

Frame with Grate and Hood, Std. _____ will be measured and paid in units of each for actual number of assemblies incorporated into the completed work. No separate measurement will be made of grates, hoods, and covers that are part of the assembly, as the grates, hoods and covers will be considered to be part of the complete assembly.

Frame with Grate, Std. _____ will be measured and paid in units of each for actual number of assemblies incorporated into the completed work. No separate measurement will be made of grates, hoods, and covers that are part of the assembly, as the grates, hoods and covers will be considered to be part of the complete assembly.

Frame with Two Grates, Std. _____ will be measured and paid in units of each for actual number of assemblies incorporated into the completed work. No separate measurement will be made of grates, hoods, and covers that are part of the assembly, as the grates, hoods and covers will be considered to be part of the complete assembly.

Frame with Cover, Std. _____ will be measured and paid in units of each for actual number of assemblies incorporated into the completed work. No separate measurement will be made of grates, hoods, and covers that are part of the assembly, as the grates, hoods and covers will be considered to be part of the complete assembly.

Steel Frame with Two Grates, Std. _____ will be measured and paid in units of each for the actual number of fabricated steel grates incorporated into the completed work.

No separate payment will be made for concrete aprons shown in *Roadway Standard Drawings* No. 840.17, 840.18, 840.19, 840.26, 840.27 and 840.28, as this work will be incidental to the other work in this section.

Foundation Conditioning will be paid as provided in Article 300-9.

The above prices and payments will be full compensation for all work covered by this section.

Payment will be made under:

Pay Item	Pay Unit
Masonry Drainage Structures	Each
Masonry Drainage Structures	Linear Foot
Masonry Drainage Structures	Cubic Yard
Pipe Collars	Cubic Yard
Pipe Plugs	Cubic Yard
Frame with Grate and Hood, Std. _____	Each
Frame with Grate, Std. _____	Each
Frame with Two Grates, Std. _____	Each
Frame with Cover, Std. _____	Each
Steel Frame with Two Grates, Std. _____	Each

PERFORMANCE BOND

Date of Execution: _____

Name of Principal:
(Contractor) _____

Name of Surety: _____

Name of Contracting Body: _____

Amount of Bond: _____

Project: _____

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above named Contracting Body, (hereinafter referred to as "Contracting Body"), in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the Contracting Body, identified as shown above and hereto attached:

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

Whenever Principal shall be, and declared by Contracting Body to be in default under the Contract, the Contracting Body having performed Contracting Body's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete a bid or bids for completing the contract in accordance with its terms and conditions; or
- 2) Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Contracting Body elects, upon determination by the Contracting Body and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Contracting Body, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be of liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph shall mean

the total amount payable by Contracting Body to Principal under the Contract and any amendments thereto, less the amount properly paid by Contracting Body to Contractor.

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

Attest to:

Secretary
(Corporate Seal)

Attest to:

Secretary
(Corporate Seal)

Countersigned:

N.C. Licensed Resident Agent

Contractor

By: _____

Surety

By: _____

Name and Address – Surety Agency

Surety Company Name and N.C.
Regional or Branch Office Address

PAYMENT BOND

Date of Execution: _____

Name of Principal:
(Contractor) _____

Name of Surety: _____

Name of Contracting
Body: _____

Amount of Bond: _____

Project: _____

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above named Contracting Body, (hereinafter referred to as "Contracting Body"), in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the Contracting Body, identified as shown above and hereto attached:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications to the Surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

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

Attest to:

Secretary
(Corporate Seal)

Attest to:

Secretary
(Corporate Seal)

Countersigned:

N.C. Licensed Resident Agent

Contractor

By: _____

Surety

By: _____

Name and Address – Surety Agency

Surety Company Name and N.C.
Regional or Branch Office Address

Instructions for Completing Contractors Sales and Use Detail Tax Report

The City of Asheville is eligible for a refund of NC sales and/or use taxes paid in North Carolina by the City's contractors ("contractors" hereinafter also refers to sub-contractors) on purchases of building materials, supplies, fixtures and equipment which become a part of or are annexed to any building or structure being erected, altered or repaired under contract with the City. Contractors shall include and must pay all taxes imposed by governmental authorities which are applicable to the contract work. Examples of property on which sales and use tax has been paid by the contractor for which the contractor shall not include on this schedule are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, equipment repair parts and equipment rentals, blueprints, etc., or any other items which do not become a part of or are not annexed to the building or structure being erected, altered, or repaired.

The general contractor is responsible for obtaining the Contractors Sales and Use Detail Tax Report from its subcontractors. Each payment application must be accompanied with a certified Contractors Sales and Use Detail Tax Report. If no purchases of building materials, supplies, fixtures and equipment occurred in which sales and use tax was paid for a period covering a payment application, the contractor shall file a negative report indicating "**No State or County Sales Tax Paid**".

Contractor: The name of your company.

Project: The name of the project, or the City Contract Number.

Payment Application No.: The numerical sequence associated with the pay application (i.e. 1, 2, 3, etc.)

For Period: The beginning and ending period stated as month/day/year

Invoice Date: The date the materials were purchased.

Vendor Name: The vendor's name.

Invoice Number: The vendor's invoice number.

Invoice Total: The sum of the invoice to include State Tax and County Tax.

State Tax Paid: The North Carolina State tax, currently 5.75% of the item cost.

County Tax Paid: The County tax, currently 2.00 to 2.25% of the item cost (Buncombe currently 2.00%).

Total Tax Paid: The sum of State Tax and County Tax

County Name: County where material was purchased and sales tax paid, e.g., Buncombe, Haywood, Mecklenburg, etc.

The owner or an officer of the company must certify that the statement is correct. The signature should also be notarized.

Contractor or vendor providing service to the city

Insurance company providing coverage.
(can be multiple companies providing different lines, ie. Insurer A: for general liability; Insurer B: for worker's Comp)

Policy Number & Effective Dates

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID JN CITAH-1	DATE (MM/DD/YYYY) 04/01/13
PRODUCER Insurance Service of Asheville P. O. Box 534 Asheville NC 28802 Phone: 828-258-1668 Fax: 828-258-8164		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED ABC Construction 101 Main Street Asheville NC 28802		INSURERS AFFORDING COVERAGE	
		INSURER A: Travelers Insurance Company	NAIC # 10627
		INSURER B: Zurich Insurance Company	2127
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE LINE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	TIC 00012345	04/01/13	04/01/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/CP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	TIC 00023456	04/01/13	04/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	TIC 00034567	04/01/13	04/01/14	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	TIC 00045678	04/01/13	04/01/14	<input checked="" type="checkbox"/> NO STATU-TORY LIMITS <input type="checkbox"/> OTHER EL. EACH ACCIDENT \$ 500,000 EL. DISEASE - EA EMPLOYEE \$ 500,000 EL. DISEASE - POLICY LIMIT \$ 500,000
B	Prof/Pollution	XYZ 00001234	04/01/13	04/01/14	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The City of Asheville is added as additional insured for general liability and auto liability. Waiver of Subrogation is provided as respects worker's compensation

General Liability (Required limits)

Auto Liability (Required limits)

Umbrella Liability (Required limits)

Workers Compensation (Required limits)

Professional & Pollution Liability may be required

City of Asheville must be shown as additional insured for General Liability & Auto Liability. Waiver of subrogation RE: Worker's Comp required

CERTIFICATE HOLDER	CANCELLATION
City of Asheville PO Box 7148 Asheville NC 28802	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Jonathan S. Nelson

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

City shown as Certificate Holder

High Risk Profile

Documents to be signed by Bidder

Bid Checklist

Concrete Maintenance Contract

Please put a (Y) for yes or a (N) for no in the appropriate box and initial to show that you have included the designated items for your bid. Please put this page in front of your bid. Keep a copy of your files.

Bidder Name: _____

Item to be Completed and Included In Bid	Yes or No with Initials	Explanation
Contract Signature Form		
Non-collusion Affidavit/ Debarment Certification		
Drug Free Workplace Certification		
Bid Schedule		
Bid Proposal		
M/B Forms		
E-Verify Affidavit		
Bid Bond		

Name of Bidder: _____

Address of Bidder: _____

City/State/Zip: _____

Primary Contact Person: _____

Telephone: _____

Email Address: _____

I acknowledge that I need to complete the above checklist and understand that failure to complete the check list above may result in my bid being deemed nonresponsive and I will not be eligible to be awarded this contract.

Signature: _____

Date: _____

INDIVIDUAL PERSON / SOLE PROPRIETORSHIP SIGNATURE FORM

Signature: _____
Owner

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the county and State, do hereby certify that
_____ personally appeared before me this day and acknowledged the due execution of
the foregoing instrument.

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

Notary Public
Printed Name: _____
My Commission Expires: _____

City of Asheville Contract Number _____

PARTNERSHIP SIGNATURE FORM

Signature: _____
General Partner

Name of Partnership

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public for said County and State, do hereby certify that
_____, General Partner of _____ Partnership, personally
appeared before me this day and acknowledged the due execution of the foregoing instrument.

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

Notary Public
Printed Name: _____
My Commission Expires: _____

City of Asheville Contract Number _____

CORPORATION SIGNATURE FORM

IN WITNESS WHEREFORE, the parties hereto have made and executed this Agreement as of the day and year first above written.

(Insert Name of Corporation)

By: _____
(Insert signature and title of officer)

STATE OF _____

COUNTY OF _____

I, _____, Notary Public of the aforesaid County and State,

certify that _____ personally came before me this day and
(Insert Name of Person Signing)

acknowledged that he/she is _____ of _____

(Insert Title of Office) **(Insert Name of Corporation)**

corporation, and that he/she, as _____, being authorized to do so,

(Insert Title of Person Signing)

executed the foregoing on behalf of the said corporation.

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

Notary Public
Printed Name: _____
My Commission Expires: _____

City of Asheville Contract Number _____

LIMITED LIABILITY CORPORATION (LLC) FORM

BY: _____
Name of Limited Liability Corporation

Signature: _____
Member/Manager

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public for said County and State do hereby certify that
_____, Member/Manager of _____, a limited liability company,
personally appeared before me this day and acknowledged the due execution of the foregoing instrument
on behalf of the company.

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

Notary Public
Printed Name: _____
My Commission Expires: _____

EXECUTION OF BID, NONCOLLUSION AFFIDAVIT AND DEBARMENT CERTIFICATION

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this bid, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

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

SIGNATURE OF CONTRACTOR
(If a corporation uses this sheet)

(Print full name of corporation)

(Address as Prequalified)

Attest _____

By _____
Print Signer's Name
(Secretary) (Assistant Secretary)
Delete inappropriate title

(President) (Vice President)
(Asst. Vice President)
Delete inappropriate title

Print Signer's Name

CORPORATE SEAL

NOTE - AFFIDAVIT MUST BE NOTARIZED

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

(Signature of Notary Public)

NOTARY SEAL:

of _____ County.

State of _____.

My Commission Expires: _____

Signature Sheet 1 (Bid) – Corporation

EXECUTION OF BID, NONCOLLUSION AFFIDAVIT, AND DEBARMENT CERTIFICATION

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this bid, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

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

SIGNATURE OF CONTRACTOR
(If a joint venture, use this sheet)

Instructions to Bidders: On Line (1), print the name of each contractor. On Line (2), print the name of one of the joint venturers and execute below in the appropriate manner and furnish in the following lines all information required by Article 102-8 of the Specifications. On Line (3), print the name of the other joint venturer and execute below in the appropriate manner and furnish all information required by said article of the Specifications. For correct form of execution and information required for execution of this sheet by an individual, see Signature Sheets 3 and 4; for a corporation, see Signature Sheet 1; and for a partnership, see Signature Sheet 5.

(1) _____ and _____
A Joint Venture

(2) _____ (Seal)
(Name of Contractor)

Witness or Attest By _____

Print Signer's Name Print Signer's Name
If a corporation, affix corporate seal:

and
(3) _____ (Seal)
(Name of Contractor)

(Address as Prequalified)

Witness or Attest By _____

Print Signer's Name Print Signer's Name
If a corporation, affix corporate seal:

NOTE - AFFIDAVIT MUST BE NOTARIZED For Line (2) NOTE - AFFIDAVIT MUST BE NOTARIZED For Line (3)

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

(Signature of Notary Public & Seal)

of _____ County.

State of _____.

My Commission Expires: _____

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

(Signature of Notary Public & Seal)

of _____ County.

State of _____.

My Commission Expires _____.

Signature Sheet 2 (Bid) - Joint Venture

EXECUTION OF BID, NONCOLLUSION AFFIDAVIT, AND DEBARMENT CERTIFICATION

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this bid, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

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

SIGNATURE OF CONTRACTOR
(If an individual doing business under a firm name, use this sheet)

Name of Contractor _____
(Print individual name)

trading and doing business as _____
(Print firm name)

Witness

Print Signer's Name

(Address as Prequalified)

(Signature of Contractor - Individually)

Print Signer's Name

NOTE - AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the
_____ day of _____, 20_____.

NOTARY SEAL

(Signature of Notary Public)

of _____ County.

State of _____.

My Commission Expires: _____

Signature Sheet 3 (Bid) - INDIVIDUAL WITH FIRM NAME

EXECUTION OF BID, NONCOLLUSION AFFIDAVIT, AND DEBARMENT CERTIFICATION

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this bid, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

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

SIGNATURE OF CONTRACTOR
(If an individual doing business in his own name, use this sheet)

Name of Contractor _____
(Print)

(Address as Prequalified)

Signature of Contractor

Witness (Individually)

Print Signer's Name

NOTE - AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the _____ day of _____, 20_____.

NOTARY SEAL

(Signature of Notary Public)

of _____ County.

State of _____.

My Commission Expires: _____

Signature Sheet 4 (Bid) - Individual Name

EXECUTION OF BID, NONCOLLUSION AFFIDAVIT, AND DEBARMENT CERTIFICATION

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this bid, and that the bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the bidder's certification of "Status" under penalty of perjury under the laws of the United States in accordance with the Debarment Certification included elsewhere in the proposal form, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

SIGNATURE OF CONTRACTOR
(If a partnership, use this sheet)

(Print Name of Partnership)

(Address as Prequalified)

By _____
Partner

Print Signer's Name

Witness

Print Signer's Name

NOTE - AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the _____ day of _____, 20_____.

NOTARY SEAL

(Signature of Notary Public)

of _____ County.

State of _____.

My Commission Expires: _____

Signature Sheet 5 (Bid) – Partnership

EXECUTION OF BID, NONCOLLUSION AFFIDAVIT, AND DEBARMENT CERTIFICATION

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this bid, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

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

SIGNATURE OF CONTRACTOR
(Limited Liability Company, use this sheet)

Name of Contractor _____
(Print firm name)

(Address as Prequalified)

Signature of Manager _____
(Individually)

Print Signer's Name

NOTE - AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the
_____ day of _____, 20_____.

NOTARY SEAL

(Signature of Notary Public)

of _____ County.

State of _____.

My Commission Expires: _____

Signature Sheet 6 (Bid) - LIMITED LIABILITY COMPANY

DEBARMENT CERTIFICATION OF BIDDERS

Instructions & conditions for certification

1. By signing and submitting this proposal, the bidder is providing the certification set out below.
2. The inability of a bidder to provide the certification required below will not necessarily result in denial of participation in this contract. If the certification is not provided, the bidder must submit an explanation (exception) of why it cannot provide the certification set out below. The certification or explanation (exception) will be considered in connection with the Department's determination whether to award the contract. However, failure of the prospective bidder to furnish a certification or an explanation (exception) may be grounds for rejection of the bid.
3. The certification in this provision is a material representation of fact upon which reliance is placed when the Department determines whether or not to award the contract. If it is later determined that the bidder knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this contract for cause of default.
4. The prospective bidder shall provide immediate written notice to the Department if at any time the bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing *Executive Order 12540*. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
6. The bidder agrees by submitting this bid that, should the contract be awarded, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract, unless authorized by the Department.
7. The prospective bidder further agrees by submitting this proposal that it will include the Federal-Aid Provision titled "Required Contract Provisions Federal-Aid Construction Contract" (Form FHWA PR 1273) provided by the Department, without subsequent modification, in all lower tier covered transactions.
8. The prospective bidder may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is

erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if the successful bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.

DEBARMENT CERTIFICATION

The bidder certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective bidder is unable to certify to any of the statements in this certification, it shall attach an explanation to this proposal.

IF AN EXPLANATION, AS PROVIDED IN THE ABOVE DEBARMENT
CERTIFICATION, HAS BEEN ATTACHED TO THE PROPOSAL, PLEASE
CHECK THE BOX SHOWN BELOW:

An explanation has been attached to the proposal.

DRUG-FREE WORKPLACE CERTIFICATION

_____, Contractor with the City of Asheville for
(Contractor's name)
the project known as _____, certifies that the City's
Drug-Free Workplace Policy, as set forth in the Bid Documents ("Policy"), has been
reviewed by or explained to the officers, agents and employees of _____
_____, and _____
(Contractor's name)

hereby agrees that the Policy is a part of the Contract and _____
(Contractor's name)

further certifies that _____ will comply with the requirements
thereof.

This the _____ day of _____, 20____.

Contractor's Name

Attest:

Secretary/Treasurer
(Corporate Seal)

By: _____
President / Vice President

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____.

Notary Public
My Commission Expires: _____

CITY OF ASHEVILLE

TIP #:

Project Number: ST-16-17-001

FORM W-9

[Rev.1-92; Rev. 10-94

Pursuant to Internal Revenue Service Regulations, vendors must furnish their Taxpayer Identification Number (TIN) to the State. If this number is not provided, you may be subject to a 31% withholding on each payment. To avoid this 31% withholding and to insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information exactly as it appears on file with the IRS.

Legal Business Name _____

Address _____

9 Digit Taxpayer Identification Number _____
Social Security Number _____
Federal Employer Identification Number _____

Business Designation (Check One) _____ Individual (Soc.Sec. #)
_____ Sole Proprietorship (Soc.Sec. #)
_____ Partnership (Fed. ID)
_____ Estate/Trust (Fed. ID)
_____ Corporation (Fed. ID)
_____ Public Service Corporation (Fed. ID)
_____ Governmental/Non-Profit (Fed. ID)

Under penalties of perjury, I declare that I have examined this request and to the best of my knowledge and belief, it is true, correct, and complete. I have not been notified by the IRS that I am subject to backup withholding for failure to report income.

Name (Print or Type name of individual-not company) Title (Print or Type)

Signature Date Telephone Number

**Concrete Repair Contract
Bid Schedule**

Line	Spec.	Pay Item	Quantity	Unit	Unit Cost	Cost
1*	1660 SP	SEEDING AND MULCHING	14,338	S.F.		
2*	848 SP	MONOLITHIC WALK AND CURB	1,148	S.Y.		
3*	848 SP	6" CONCRETE DRIVEWAY APRON	175	S.Y.		
4*	848 SP	4" CONCRETE SIDEWALK	212	S.Y.		
5*	848 SP	WHEELCHAIR RAMP	19	EACH		
6*	848 SP	INSTALL 2'X 2' DETECTABLE WARNING DOMES – LABOR ONLY	40	EACH		
7	848 SP	REMOVE BRICK PAVERS	25	S.F.		
8	848 SP	INSTALL BRICK PAVERS	25	S.F.		
9*	846 SP	2' 6" CURB AND GUTTER	75	L.F.		
10	846 SP	2' 0" CURB AND GUTTER	25	L.F.		
11	846 SP	1' 6" CURB AND GUTTER	25	L.F.		
12	846 SP	STAND UP CURB 12" x 8"	25	L.F.		
13	SP	PEDESTRIAN SAFETY RAILING	50	L.F.		

14	846 SP	CONCRETE VALLEY CURB	10	L.F.		
15	846 SP	MOUNTABLE CURB	10	L.F.		
16	825 SP	2'x2' CONCRETE PAD AROUND HYDRANTS, VALVES	1	EACH		
17	825 SP	INSTALL TRENCH DRAIN (LABOR ONLY)	10	L.F.		
18	SP	ADJUST GRANITE	15	L.F.		
19	SP	INSTALL GRANITE CURB – LABOR ONLY	15	L.F.		
20	305 SP	INSTALL PVC OR HDPE DRAIN PIPE (LABOR ONLY)	10	L.F.		
21*	858 SP	ADJUST RESIDENTAL WATER SERVICE BOX	2	EACH		
22	858 SP	ADJUST COMMERCIAL WATER SERVICE BOX	1	EACH		
23	858 SP	ADJUST FIRE HYDRANT	1	EACH		
24*	858 SP	ADJUST VALVE BOX	1	EACH		
25	858 SP	ADJUST SEWER CLEANOUT	1	EACH		
26	858 SP	RELOCATE FIRE HYDRANT	1	EACH		
27	858 SP	RELOCATE RESIDENTIAL WATER METER	1	EACH		
28	858 SP	RELOCATE COMMERCIAL WATER METER	1	EACH		

29	858 SP	RELOCATE VALVE BOX	1	EACH		
30	858 SP	RELOCATE SEWER CLEANOUT	1	EACH		
31*	545	INCIDENTAL STONE BASE	9	TON		
32*	654	ASPHALT PAVEMENT REPAIR	22	TON		
33	SP	SEGMENTAL BLOCK RETAINING WALLS	50	S.F.		
34*	520	ABC	437	TON		
35	SP	SELECT FILL	10	CY		
36		HOODED FRAME AND GRATE	1	EACH		
37*		ADJUST STORM WATER BOX	1	EACH		

TOTAL BID PRICE _____

CONTRACTOR _____

ADDRESS _____

Project Number: ST-15-16-001

Federal Identification Number _____

Contractors License Number _____

Authorized Agent _____ Title _____

Signature _____ Date _____

Witness _____ Title _____

Signature _____ Date _____

BID PROPOSAL

Date: _____

Gentlemen:

In compliance with your Advertisement for Bids, dated _____, _____, the undersigned hereby proposes to furnish all labor, equipment and materials and to perform all work for the construction of improvements referred to herein as:

Concrete Repair Contract, Maintenance and ADA Improvements

Repairing and maintaining concrete infrastructure such as sidewalks and ADA ramps throughout the City and especially concentrated around City schools. Work will be given to the contractor in the form of work orders that will be generated by City staff.

in strict accordance with the Contract Documents and in consideration of the amounts shown on the Bid Schedule attached hereto and totaling:

_____, and _____ /100 dollars (\$_____).

The undersigned hereby agrees that, upon written acceptance of this Bid Proposal, he will, within ten (10) days of receipt of such notice, execute a Contract with the Owner and that he will provide any bonds or guarantees and certificates of insurance required by the Contract Documents.

The undersigned agrees that, if awarded the Contract, he will commence the work within ten (10) calendar days after the date of receipt of written Notice to Proceed, and that he will complete the work within _____ calendar days thereafter.

The undersigned acknowledges receipt of the following addenda:

Respectfully submitted,

Firm Name

Attest to:

Address

Secretary
(Corporate Seal)

By: _____

City of Asheville - Minority Business Requirements Non-Building Construction Only

The **annual verifiable goals for the** City of Asheville in minority business participation are listed below.

CONSTRUCTION

African Americans 3%
Hispanic, Asian & Native Americans 1%
Women 8%

PROCUREMENT

African Americans 5%
Hispanic, Asian & Native Americans 2%
Women 18%

PROFESSIONAL

African Americans 7%
Hispanic, Asian & Native Americans 7%
Women 37%

The City is committed to providing minority businesses equal opportunity to participate in all City contracting opportunities. As such, **the successful Bidder must provide documented proof in the form of MB (Minority Business) Form 1 (MB Utilization Commitment) or MB Form 2 (Letter of Intent to Perform Work without Subcontracting) that goals have been met or exceeded within 72-hours following the bid opening. If despite good faith efforts, the bidder was unable to provide subcontracting opportunities to minority subcontractors, the Bidder must submit MB form 1A along with the Good Faith Checklist within 72-hours following the bid opening. All three forms along with the Good Faith Checklist are attached hereto and incorporated herein by reference.**

For more information regarding the City's Minority Business Program, please the Office of Economic Development / Minority Business Outreach, P. O. Box 7148, Asheville, NC 28802-7148. (828) 259-8050, (828) 350-0072 Fax, email at bmills@ashevillenc.gov or minoritybusiness@ashevillenc.gov.

CHECKLIST FOR REVIEW OF GOOD FAITH EFFORTS

(This form, MB Form 1A along with good faith efforts documentation due within 72 business hours of bid opening)

1. Have you attended the pre-bid conference(s) scheduled?
() Yes () No (Meeting attendance is documented by the local government agency)
2. Have you advertised at least seven (7) days in a general circulation, trade association, construction or Minority/women-focused media **within the contracting area** regarding subcontracting opportunities with your firm prior to the bid opening date? () Yes () No (Attach documentation)
3. Have you utilized the services of the City's Minority Business Program, available minority community organizations, minority contractors' group, local minority business assistance offices and other local organizations that provide assistance in the recruitment and placement of minorities and women to solicit bids for this project? Access to the website for the most current information in the Directory of Certified Businesses for each local government is on the State North Carolina's VendorLink site at www.ips.state.nc.us/ips/vendor/searchvendor.aspx?t=h (**HUB Vendor Search**).
() Yes () No (Attach documentation)
4. Have you provided interested minority & women owned businesses (MB's) with **adequate and equal access** to information about the plans, specifications and requirements of the contract, insurance and licenses? () Yes () No
5. Did you provide written notice to all appropriate certified minority & women-owned businesses within the identified subcontracting / supplier / service categories that their interest in the contract was being solicited and in sufficient time to allow these certified minority & women-owned businesses to participate? Additionally, did the solicitation contain a description and location of the project, the work for which the subcontractors' bids are being solicited, date, time and location where the subcontractors' bids are to be submitted, locations where bidding documents could be reviewed?
() Yes () No
6. Have you selected portions of the work to be performed by certified minority & women-owned businesses in order to increase the likelihood of meeting outreach goals including breaking it into economically feasible units where appropriate? () Yes () No
7. Have you designated someone in your firm to be the single contact for MB's that may have questions or need assistance? () Yes () No (Please indicate name of person and title)
Name: _____ Title: _____
8. Have you worked with the Minority Business Program in developing and administrating areas of technical assistance for MBs, i.e. bonding, lines of credit or insurance? () Yes () No
9. Did you follow up initial solicitations of interest by contacting MB's to determine with certainty whether they are interested in bidding? () Yes () No
10. Did you negotiate in good faith with interested MB's; not rejecting MB's as unqualified without sound reasons based on a thorough investigation of their capabilities? () Yes () No

Signature

Title

MB FORM 1 MB UTILIZATION COMMITMENT

(This form must be submitted 72 business hours following the bid if subcontracting along with The Good Faith Efforts Checklist, MB Form 1A & documentation)

We, _____, do certify that on the

_____ (Project Name)

_____,
 _____ (Project Number) (Dollar Amount of Bid)

We will expend a minimum of _____% of the total dollar amount of the contract with certified minority business (MB) enterprises. MB's will be employed as vendors, suppliers or providers of professional services.

Such work will be subcontracted to the following firms listed below. If the Bidder intends to subcontract, this form must be completed and submitted with the bid and documentation of good faith efforts regardless of the amount or lack of participation attained.

Name and Phone Number of Firm	Indicate MB Category	Description of Work	Dollar Value

The undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that s/he has read the terms of this commitment and is authorized to bind the Bidder to the commitment herein set forth.

Date: _____ Name of Bidder/Company: _____

By: _____

Title: _____

MB FORM 2
STATEMENT OF INTENT TO PERFORM WORK WITHOUT
SUBCONTRACTING

(This form due 72 hours after bid opening - No Other MB Forms need to accompany this form)

We, _____, hereby certify that it is our intent to perform **100% of the work required** for the _____ contract
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own work forces; and

The bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

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

Date: _____ Name of Bidder/Company: _____

Signature: _____

Title: _____

MB FORM 5 DOCUMENTATION OF CONTRACT PAYMENTS

Payments on subcontracts made to minority firms needs to be provided per project. Please provide this information to the owner's representative or directly to the Office of Economic Development (see contact information below).

The following is a list of payments made to minority and women owned firms on this project between the dates of _____ and _____.

Project Name: _____

Company Name: _____

Company Contact (Name, phone and email): _____

ON THE ABOVE REFERENCE PROJECT, PLEASE INDICATE THE FOLLOWING:

MINORITY FIRM NAME	BLACK, HISPANIC ASIAN, INDIAN OR WOMAN	AMOUNT & DATE OF PAYMENTS

PLEASE CHECK ONE:

_____ Payment amounts represent the final total to be paid for this project.

_____ Payment amounts DO NOT represent the final total to be paid for this project.

Signature and Title of Certifying Agent

Any questions regarding this information can be directed to Brenda Mills, Economic Development Specialist, Office of Economic Development at (828) 259-8050 or bmills@ashevillenc.gov.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED, _____
_____ as Principal, and _____
_____ as Surety, are hereby held and firmly bound unto the City of
Asheville as Owner in the penal sum of _____
_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind
ourselves, our heirs, executors, administrators, successors and assigns, this the _____ day of
_____, _____.

The condition of the above obligation is such that whereas the Principal has submitted to the City
of Asheville a certain BID which is attached hereto and hereby made a part hereof, to enter into a contract
in writing for:

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the
Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a
BOND for his faithful performance of said Contract, and for the payment of all persons performing labor or
furnishing materials in connection therewith, and shall in all other respects perform the agreement created
by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force
and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims
hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety
and its BOND shall be in no way impaired or affected by any extension of the time within which the
OWNER may accept such BID and said Surety does hereby waive notice of any such extension.

Iran Divestment Act Certification Form

Bid/RFP/RFQ Number: _____

Contract Number: _____

Name of Vendor, Bidder or Contractor: _____

IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. 143C-6A-5(a)

As of the date listed below, the vendor, bidder or contractor listed above hereby certifies that he/she/it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143C-6A-4.

Additionally, the vendor, bidder or contractor acknowledges and certifies that subcontractors utilized for this contract or purchase shall not be on the aforementioned Final Divestment List pursuant to N.C. G.S 143C-6A-5(b).

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statements.

Signature

Date

Printed Name

Title

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/iran and will be updated every 180 days.

Work Order Locations

<u>Work Order</u>	<u>School</u>	<u>Street</u>
52711	Asheville High	Victoria Road
52713	Ira B. Jones Elementary	Kimberly
52714	Claxton Elementary	Hillside, Annandale, Merrimon
52717	Issac Dickson Elementary	Hill Street
52718	Asheville Middle School	French Broad
52719	Hall Fletcher Elementary	Ridgelawn and Garden Circle
52720	Oakley Elementary	Liberty and School Road E