



CITY OF ASHEVILLE

CONTRACT DOCUMENTS FOR

Barnard Avenue, Midland Drive and Westwood Road
Traffic Calming

Project # TR-16-17-001
Bid# 298-TR-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 **2:00 p.m. Wednesday, July 27, 2016** for the project described as follows:

Barnard Avenue, Midland Drive and Westwood Road Traffic Calming Project

Installation of 17 speed humps on Riverview Drive in locations direct by City of Asheville Transportation Department staff. The contractor shall install the humps and provide thermoplastic markings in compliance with City of Asheville Standard Details 3.29 and 3.31.

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

**Capital Projects Management 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.

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 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.

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.

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



CONTRACT DOCUMENTS

FOR

Barnard Avenue, Midland Drive and Westwood Road Traffic Calming Project

Installation of 17 speed humps on Riverview Drive in locations direct by City of Asheville Transportation Department staff. The contractor shall install the humps and provide thermoplastic markings in compliance with City of Asheville Standard Details 3.29 and 3.31.

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.**
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:

City of Asheville
 Public Works Dept.
 Attn: Chuck Watson, Capital Projects Management Division
 P.O. Box 7148
 Asheville, North Carolina 28802

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
 P. O. Box 7148
 Asheville, North Carolina 28802

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 telegram 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 **(2) 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. If there is a discrepancy between the sum of the unit prices and the total bid amount the unit prices shall govern.

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;

- (3) A Preliminary Progress Schedule (hereinafter collectively called "Qualification Information").

The Preliminary Progress Schedule shall consist of a time scaled bar chart and narrative in accordance with appropriate formats as specified by the Owner.

The Owner may make such other investigation as it deems necessary to determine the qualifications of the Bidder to perform the work and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may reasonably request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder (1) Fails to satisfy the Owner that such Bidder is

properly qualified to carry out the obligations of the Contract, and to complete the work contemplated therein in a reasonable manner and time; or (2) Fails to satisfy the Owner that such Bidder has maintained a satisfactory safety record over the past 5 years. Conditional Bids will not be accepted.

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 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-08 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-09 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-10 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 Capital Projects Management Division Inspector 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 (10) 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

Installation of 12 speed humps on Riverview Drive in locations direct by City of Asheville Transportation Department staff. The contractor shall install the humps and provide thermoplastic markings in compliance with City of Asheville Standard Details 3.29 and 3.31.

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".

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 August 29, 2016. 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 prerequisite conditions and certifications have been satisfied.

The completion date for this project will be October 1, 2016.

No extensions will be authorized except as authorized by City of Asheville Transportation Department Director.

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 thirty days from the receipt of the Notice to Proceed to complete the project. **Past thirty days liquidated damages in the amount of three hundred and fifty dollars (\$350.00) per calendar day shall be accessed.** 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. Also, after a speed hump is installed the contractor shall have 72 hours to completely mark the hump. **Past 72 hours liquidated damages in the amount of two hundred and fifty dollars (\$250.00) per calendar day shall be accessed per hump that is not completely marked.**

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: and Employer's Liability:	Statutory \$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. 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 # TR-16-17-001
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 TR-16-17-001

TIP No:

COA Project No: TR-16-17-001

ACCEPTED BY THE
City of Asheville

City Manager

Date

(Bid - Acceptance by Department)

NOTICE OF AWARD

To: _____

PROJECT Description: Installation of 12 speed humps on Riverview Drive in locations direct by City of Asheville Transportation Department staff. The contractor shall install the humps and provide thermoplastic markings in compliance with City of Asheville Standard Details 3.29 and 3.31.

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 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: CPM-14-15-07
Riverview Drive Speed Hump Project

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

Installation of 17 speed humps on Riverview Drive in locations direct by City of Asheville Transportation Department staff. The contractor shall install the humps and provide thermoplastic markings in compliance with City of Asheville Standard Details 3.29 and 3.31.

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.

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 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 and Pre-Marking

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.

The contractor shall pre-mark all speed hump markings and have the pre-markings approved by the Inspector before permanent markings are applied. Any humps that are incorrectly marked shall be removed and replaced by the contractor at no cost to the City.

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.

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

Furnish the names of the Certified Erosion & Sediment Control Stormwater Supervisor, Certified Foremen, and Certified Installer and notify the Project Manager of changes in certified personnel over the life of the contract within 2 days of change.

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:

TABLE 1005-1 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 AND TRAFFIC CONTROL
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 this contract.

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

Mobilization and traffic control will be paid for in units of lump sum.

LANE CLOSURE AND FLAGMEN AND TIME RESTRICTIONS
SPECIAL PROVISION

The Contractor shall maintain one lane of traffic open at all times throughout the project.

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 part of the Mobilization lump sum pay 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

Mobilization and traffic control shall be paid for as a lump sum for the project. All labor, devices and materials required for mobilization and traffic control shall be paid for under this line item. No additional pay items for mobilization and traffic control shall be allowed.

SPECIAL PROVISION
SPEED HUMPS

Speed humps shall be constructed in accordance with City of Asheville Standard Detail 3.29.

Asphalt mix design will be Superpave S9.5B, and will meet NCDOT Superpave Hot Mix Asphalt Quality Management System and NCDOT Standard Specifications for Roads and Structures temperature requirements at application.

Tack Coat grade, coverage rate, and application method will be as required by the current NCDOT Superpave Hot Mix Asphalt Quality Management System and NCDOT Standard Specifications for Roads and Structures.

Speed humps shall be measured and paid for in units of each for each speed hump installed and accepted in place

SECTION 610
ASPHALT CONCRETE PLANT MIX PAVEMENTS

610-1 DESCRIPTION

Perform the work covered by this section including, but not limited to, the construction of one or more courses of asphalt mixture placed on a prepared surface in accordance with these Specifications and in reasonably close conformity with the lines, grades, thickness and typical sections shown on the plans. This work includes producing, weighing, transporting, placing and compacting the plant mix; furnishing aggregate, asphalt binder, anti-strip additive and all other materials for the plant mix; furnishing and applying tack coat as specified; furnishing scales; maintaining the course until final acceptance of the project; making any repairs or corrections to the course that may become necessary; providing and conducting QC as specified in Section 609; and surface testing of the completed pavement. The design requirements for the various mix types are given in Section 610 for Superpave mix types, Section 650 for OGAF, Section 652 for PADC and Section 661 for UTBWC. Provide and conduct the QC and required testing for acceptance of the asphalt mixture in accordance with Section 609. Define "warm mix asphalt (WMA)" as additives or processes that allow a reduction in the temperature at which asphalt mixtures are produced and placed. WMA is allowed for use at the Contractor's option when shown in the contract or as approved by the Engineer.

610-2 Through 610-15 Please see NCDOT Standard Specifications 2012

610-16 MEASUREMENT AND PAYMENT

The price for Asphalt Concrete Plant Mix Pavements shall be incorporated into the lump sum price for speed hump construction. No separate pay items shall be created.

SECTION 1205 **ASPHALT PAVEMENT MARKINGS**

Pavement markings for the 24" white stripe shall be **THERMOPLASTIC** and shall be 90 mils. Pavement markings for the 12" white stripe shall be **THERMOPLASTIC** and shall be 90 mils. Pavement markings for the 8" white stripe shall be **THERMOPLASTIC** and shall be 90 mils. Pavement markings for the 4" white stripe shall be **THERMOPLASTIC** and shall be 90 mils. Pavement markings for the 4" yellow stripe shall be **THERMOPLASTIC** and shall be 90 mils. Pavement markings for the pavement symbols shall be white, **THERMOPLASTIC** and shall be 90 mils. All pavement marking layout is incidental to the pavement marking bid item. All materials will be inspected prior to placement and shall be placed in accordance with Section 1205 of the NCDOT Standards and Specifications manual. Payment for striping will be per the linear foot and payment for symbols will be per each.

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 CITAS-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			INSURERS AFFORDING COVERAGE		NAIC #
ABC Construction 101 Main Street Asheville NC 28802			INSURER A: Travelers Insurance Company		10627
			INSURER B: Zurich Insurance Company		2127
			INSURER C:		
			INSURER D:		

LINE	INSRT	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 CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-TEST <input type="checkbox"/> LOC	TIC 00012345	04/01/13	04/01/14	EACH OCCURRENCE \$1,000,000 EXCESS TO TOWERS 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
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	X	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"/> WC/STATUTORY 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

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)
City shown as Certificate Holder

High Risk Profile

Documents to be signed by Bidder

Bid Checklist

Barnard Avenue, Midland Drive and Westwood Road Traffic Calming Project

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		
Iranian Divestment Act Certification		

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 TR-16-17-001

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 TR—16-17-001

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: _____

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: _____

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: TR-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	800SP	MOBILIZATION and TRAFFIC CONTROL	1	LUMP SUM		
2	SP	INSTALLATION OF SPEED HUMP INCLUDING MARKING	17	EACH		

TOTAL BID PRICE _____

CONTRACTOR _____

ADDRESS _____

Project Number: TR-16-17-001

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:

Barnard Avenue, Midland Drive and Westwood Road Traffic Calming Project

Installation of 17 speed humps on Riverview Drive in locations direct by City of Asheville Transportation Department staff. The contractor shall install the humps and provide thermoplastic markings in compliance with City of Asheville Standard Details 3.29 and 3.31. 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.

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.

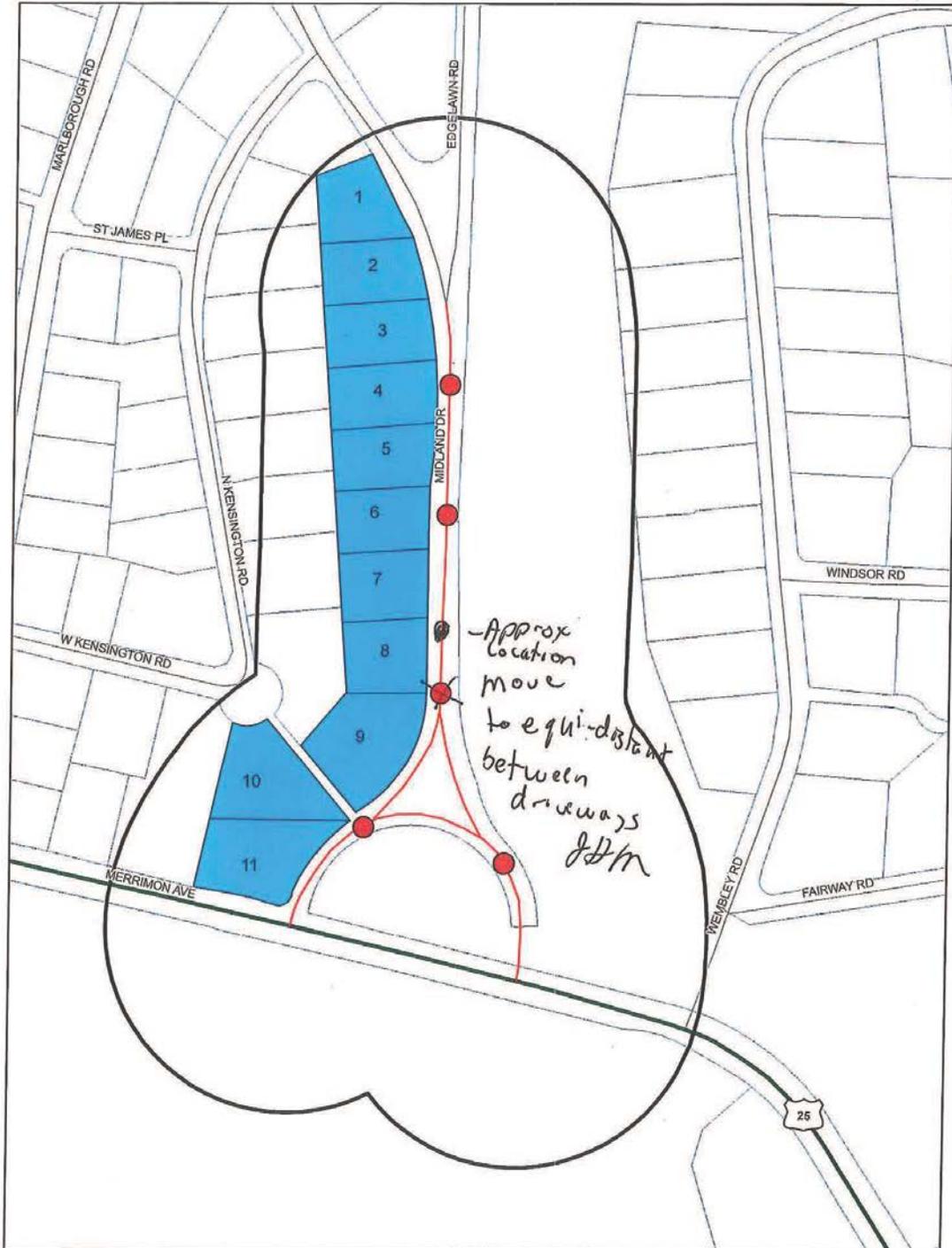
The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/iran and will be updated every 180 days.

Project Maps

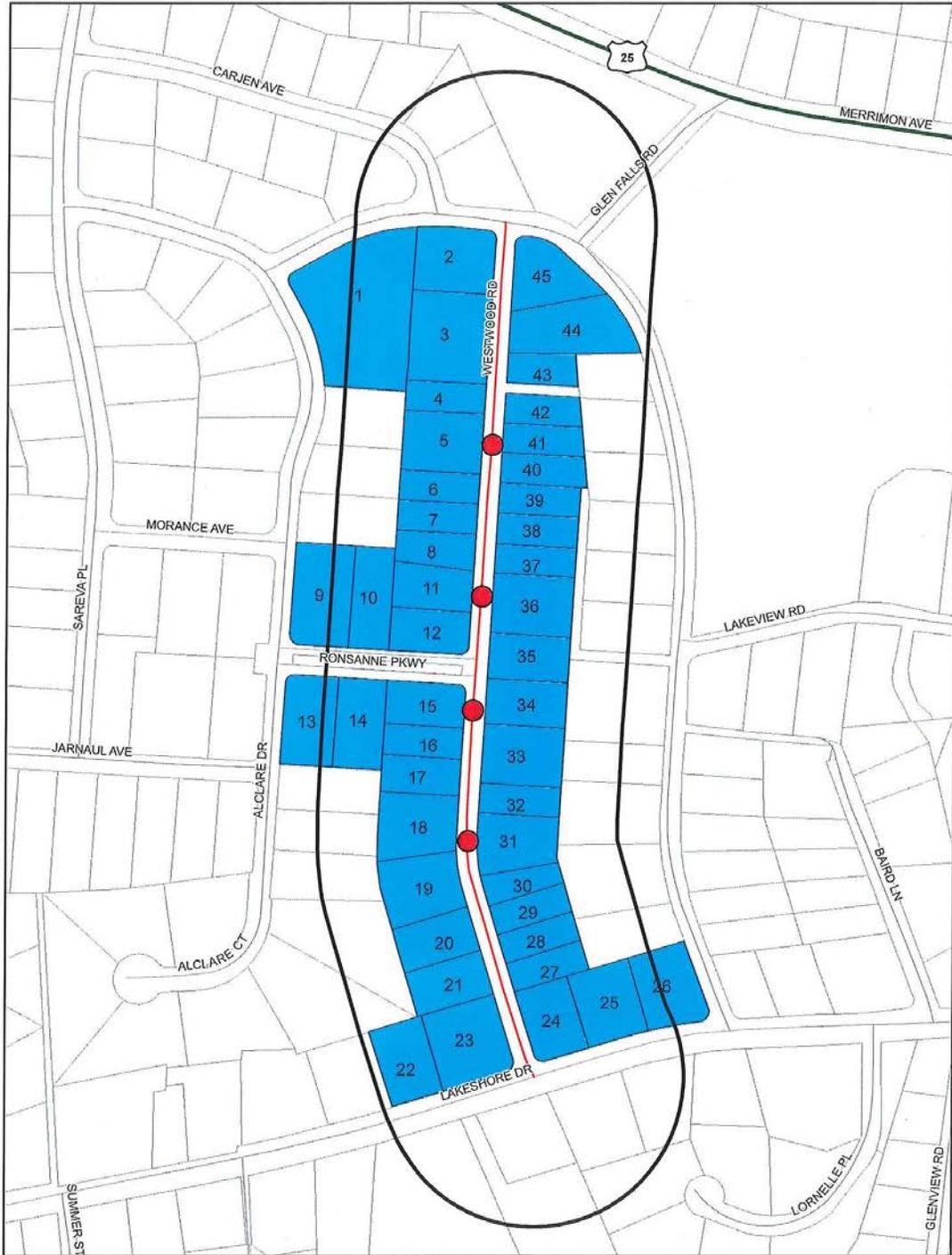
Barnard Avenue Petition Area



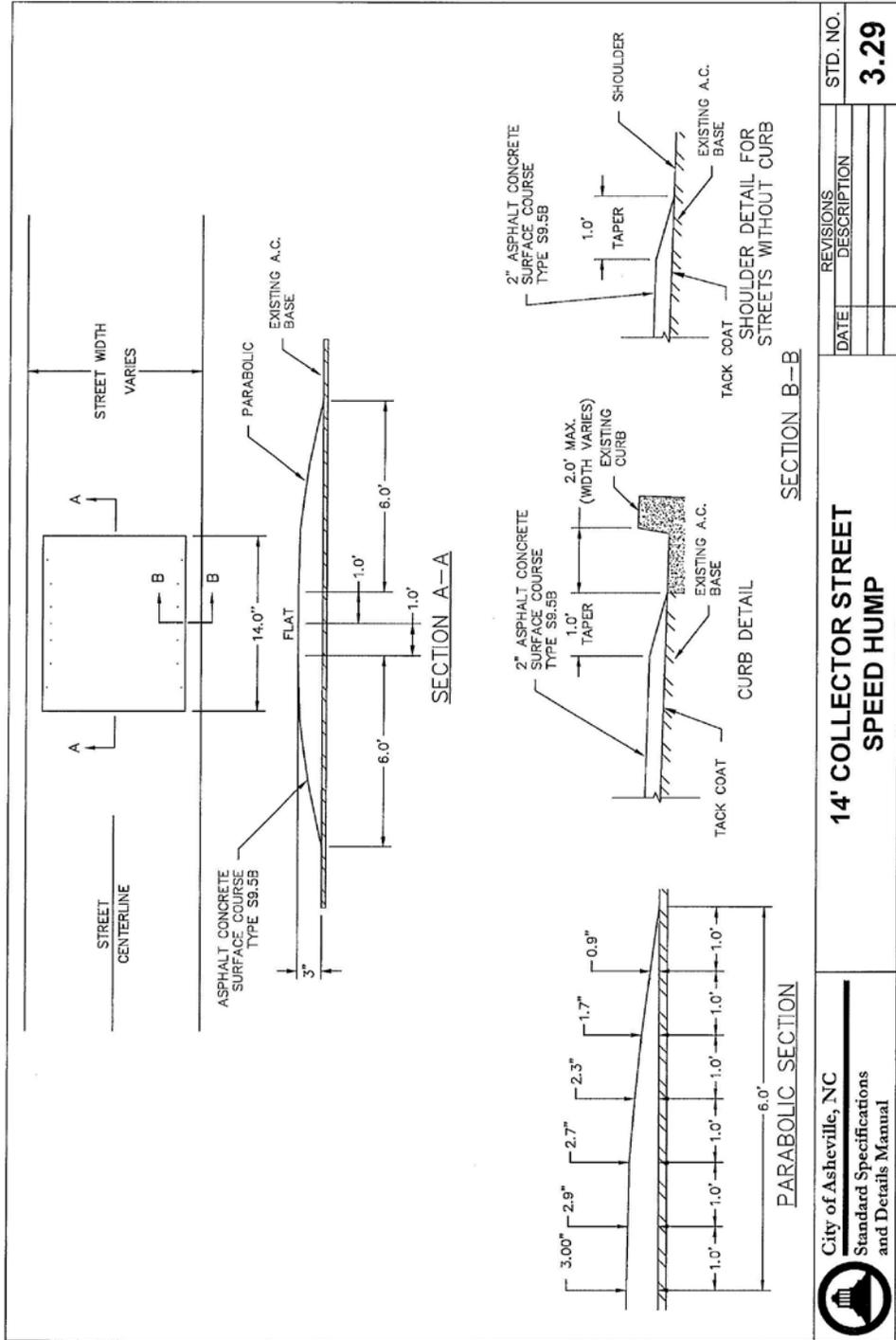
Midland Drive Petition Area



Westwood Road Petition Area



Standard Details



City of Asheville, NC
 Standard Specifications
 and Details Manual

**14' COLLECTOR STREET
 SPEED HUMP**

DATE	REVISIONS DESCRIPTION

STD. NO.
3.29

