

BID SET NO. _____

**BID PACKAGE FOR
STORMWATER CONTRACT WORK**

**TOWN OF MATTHEWS
PUBLIC WORKS DEPARTMENT
MATTHEWS, NC 28105
Phone: (704) 847-3640
Fax: (704) 845-2488**

MARCH 18, 2019

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NOTICE TO BIDDERS

NOTICE TO BIDDERS

The Town of Matthews will receive sealed bids for **STORMWATER CONTRACT WORK** until **2:00 PM on Monday, April 8, 2019 at the Public Works Facility, 1600 Tank Town Road, Matthews, NC 28105**. Mailed bids should be sent to the same address with the exterior of the package clearly labeled, "STORMWATER CONTRACT WORK BID;" mailed bids shall arrive before the specified time.

Bids are invited on work consisting of, but not limited to: storm water infrastructure repair and improvement projects within the Town of Matthews, NC. Work will involve mobilization; appropriate erosion control; earthwork; drainage structures; storm drain pipe systems; roadside ditches; channels; pipe joint repair; working over, under, near, and around existing private utilities; asphalt patching; concrete flatwork; lawn restoration and any associated work required by the Engineer. Storm water maintenance work may be located entirely within or a combination of the street right-of-way, private, residential and commercial properties.

A MANDATORY PRE-BID MEETING WILL BE HELD ON WEDNESDAY, MARCH 27, 2019 AT 2:00 PM AT THE PUBLIC WORKS FACILITY, 1600 TANK TOWN RD, MATTHEWS, NC.

The proposal form provided by the Town of Matthews shall be used and shall not be taken apart or altered. All bids must be in a sealed envelope clearly stamped or marked (in letters of 1/4" or more), "PROPOSED BID FOR **STORMWATER CONTRACT WORK**," and arrive prior to 2:00 PM on Monday, April 8, 2019.

There will not be a formal bid opening. All bidders will be notified of the apparent low bidder via email by 5:00 PM on the day after bids are received. A bid tab will be available upon request after a contract has been awarded to the selected bidder.

Hardcopies of these bid documents are available at the office of the Town Engineer at 1600 Tank Town Road, Matthews, NC.

All bidders are hereby notified that they must have proper licenses as required by State law at the time of submittal of bids. Bids may be held by the Town of Matthews for a period not to exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the Contract. The Town reserves the right to reject any or all bids and to waive any informality in the bidding. Anticipated award date at the Town Board of Commissioners is Monday, April 22, 2019.

The Contractor is hereby notified that the Contractor must meet all the terms and conditions related to this project imposed by the administrating agencies, as disclosed in the Project Standard Provisions section of these documents.

List of sample types of work in STORMWATER CONTRACT WORK, issued by Task Order:

1. **FD4141 909 Timber Knoll**
Sinkhole by yard inlet (8-10 ft. deep). Need to excavate to problem area repair with concrete/mortar mix, replace dirt, and landscape work area.
2. **FD4142 2733 Rice Rd.**
Water not draining along Rice Rd. but down on to property owner's property. Will need to excavate the roadside ditch for approximately 100ft. Make sure driveway pipe is clear and then landscape the work area. There will be some dirt to haul off job site.
3. **FD4065 3008 Rice Rd.**
Build new drain box on back side of sidewalk to connect to existing box in right of way. Will most likely need to rebuild drain box in right of way, will need to take up sidewalk. Materials need will be 8ft. RCP, 1 frame/grate 2x3, brick and mortar for 2 boxes, and concrete to replace 5' sidewalk that will need to be taken out.
4. **FD4027 Hayden Way/Boyd Dr. intersection**
Sinkhole in middle of road on Hayden Way. Pull 30' pipe out and reset it with and better base for the pipe to sit on. Clean pipe outlet, 30% blocked and has water standing in it.
5. **FD3838 616 Matt/Mint Hill Rd.**
Will need to remove overgrown vegetation and clean out drainage channel for approximately 462ft. There may be 1 Tandem load of debris to haul off and can use the dirt to strengthen the washed-out banks along buildings and fence line.
6. **FD3820 9208 Hunting Ct.**
There is a blockage in the creek behind house at sewer line lateral that needs to be removed. The area to remove is approximately 10'w x 20'l. Need to haul the debris off and there will be some area of the yard to landscape when work is completed.
7. **FD3761 920 Black Oak**
Clean out drainage channel for 50 ft. and repair sinkhole over pipe with concrete mix. Will need to remove 40' fence and reinstall when work is complete, landscape work area.
8. **FD3586 2116 Rice Rd.**
Need to replace PVC pipe under sidewalk with 12" RCP and regrade roadside ditch and swale along property line to allow water to drain off Rice Rd. Materials need 16' of 12" RCP, 10'x 5' concrete sidewalk, will need to landscape all of work area
9. **FD3550 232 Robinlynn Rd.**
Sinkhole repair, Will need to excavate down 10 to 12 feet to expose pipe and repair with concrete mix or Mar-mac wrap. Remove 15' of sidewalk and replace.
10. **FD3262 2414 Kirkholm Dr.**
Sinkhole repairs on two 60" RCP, Will need to take down 210 lf fences and excavate to pipe and pour concrete collars as need around approximately 20 pipe joints. There are several trees to take down and landscape work area when complete. This job should also **include FD3526 2411 Kirkholm Dr.** which also has a sinkhole along same pipe line.

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

SAMPLE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, _____
by and between the TOWN OF MATTHEWS, a Municipal Corporation organized and existing
under the laws of the State of North Carolina and hereinafter called "TOWN," and _____
_____ hereinafter called "CONTRACTOR."

WITNESSETH

That for and in consideration of the covenants and agreements herein set forth, the parties hereto
mutually promise and agree as follows:

1. Statement of Work

The Contractor shall furnish all supervision, labor, materials, machinery, tools,
equipment, and services and perform and complete all work in an efficient and
workmanlike manner, and in accordance with the terms of this Agreement, as shall be
necessary to complete construction and demolition associated with the **STORMWATER
CONTRACT WORK.**

2. Contract Sum

The Contract sum of _____
_____ is hereby established as determined by the unit price bid.

3. Contract Period

The Contract period as defined shall begin no later than fourteen (14) days after award or
upon the date specified in a written Notice to Proceed from the Town of Matthews,
whichever is sooner. The work is to be diligently prosecuted to completion within one
hundred eighty (180) calendar days from the start of the contract period. However,
should the work or delivery of materials be interrupted or delayed by the Town, the time
of completion shall be extended by the amount of time of said delay or interruption.
Time extensions shall be permitted in accordance with the Project Standard Provisions.

4. Additional Work

The Town may require the Contractor to furnish materials and to do additional work not provided in the Contract or Specifications, but which may be found necessary to the proper protection and completion of the work embraced in this Contract at prices to be fixed by the prices named in the Proposal, or on material and force account, at actual cost with fifteen percent (15%) added for profit, as specified under General Conditions. But no other work than that included in the Contract shall be done and no additional material shall be furnished by the Contractor without a written order from the Town Engineer. In the absence of such a written order from the Town Engineer, the Contractor shall not be entitled to payment for such additional work. Bills for extra work shall be filed with the Town Engineer within three (3) days after such extra work is completed, in order that the Town Engineer may establish the accuracy of the extra work bills.

5. Terms of Contract: Limitations

The Contractor agrees to receive the prices stated in the Proposal attached, in full compensation for furnishing materials, and for labor in moving materials and executing all the work contemplated and shall be responsible for all loss or damage arising out of the nature of the work aforesaid or from any action of the elements or from any unforeseen obstruction or difficulties which may be encountered in the prosecution and delivery of the same, and for all risks of every nature and description connected with the work and furnishing the materials until their final completion and acceptance; also, for expense incurred by or in consequence of the suspense; also, for expense incurred by or in consequence of the suspense or of the discontinuance of said work and furnishing said materials according to the Plans, Specifications and requirements of the Engineer under them. The Contractor hereby further agrees that the said Town shall be and is hereby authorized to deduct and retain out of the monies which may be due or become due to the Contractor under this Agreement for the non-completion of the work or delivery of materials aforesaid within the time herein before stipulated for completion or within such further time as in accordance with the provisions of this agreement shall be fixed or allowed for such performance and completion, the sum of **three hundred dollars (\$300.00)** per calendar day for each and every day the time employed upon said work or delivery may exceed the time stipulated for such performance and completion. The sum of **three hundred dollars (\$300.00)** per calendar day is hereby fixed in view of the difficulty of estimating such damages, agreed upon, fixed and determined by the parties hereto as the liquidated damages, that the Town will suffer by reason of such default and not by way of penalty, and shall include all the actual and additional expense of the Town and of the Engineer due to the delay. To prevent all dispute and litigation, it is agreed by and between the Town and the Contractor that the Engineer shall in all cases determine the quantity and quality of the several kinds of work and materials which are to be paid for under this Contract and the Engineer shall determine all questions in relation to lines, elevations and dimensions of the work and as to the interpretation of the Plans and Specifications.

6. Contract Payments

The Town will make partial payments based on the progress of the work and payment requests submitted by the Contractor. Payment will be made within thirty (30) calendar days after receipt of a correct payment request. An amount equal to ten percent (10%) of the total amount due on the estimate will be deducted and retained by the Town until the work has been completed and the six-month warranty inspection has been conducted and repairs made to the satisfaction of the Engineer. The Engineer may hold a monthly invoice when the payment will amount to One Thousand Dollars (\$1,000.00) or less, to be paid with the following month invoice.

The Town will require release of all claims for materials or labor furnished for this work prior to the payment of the final estimate. The Contractor shall furnish the Town with a written statement sworn before a Notary Public to the effect that all payments have been made for labor and materials used in this construction and that claims, suits, and proceedings of every name and description against the Town, its officers and agents, have been settled.

7. Subcontracts

The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract without prior written approval of the Town Engineer, which approval may be conditioned upon compliance of the subcontractor with all the terms of this Contract relating to the work of such subcontractor.

8. Permits and Codes

The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes and, shall, at the Contractor's own expense, secure and pay the fees or charges for all permits required for the performance of the contract work.

9. Care of Work

The Contractor shall furnish and erect, at the Contractor's own expense, whatever sidewalks, bridges and culverts, or other work as may be necessary for the protection of the public and for the safe and proper execution of other public utility lines so as not to interfere therewith or damage or cause damage thereto. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor or Subcontractor's fault, omission, or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed hereunder until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Town.

10. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town and its agents and employees, from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees arising out of or resulting from the performance of work, provided that any such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and, (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

In any and all claims against the Town or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

11. Inspection and Supervision

The Town reserves the right to place Inspectors on the work or at the place of shipment or delivery of materials, or at the factory or works of the Contractor to observe the quality of the work done and materials used. The Contractor agrees to afford said Inspectors all proper facilities for carrying out their duties. It is agreed and understood that the Town, through its Engineer, Inspector or other agent, has the right to supervise completion of the work according to the Plans, Specifications, and Contract, and without unnecessary inconvenience to the public, but nothing contained in the Contracts and Specifications shall be taken or understood to authorize such control of the work or delivery of materials as to relieve the Contractor of obligations or as to make the Contractor an agent of the Town. The Contractor is cautioned that neither the Consultant Engineer(s) nor any Inspector has any power to vary the Contract and that any variation from this Contract or Specifications shall be at the Contractor's own risk. Reference is hereby made to Section 105-10 and 105-11 of the NCDOT Standard Specifications regarding *Authority and Duties of the Inspector* and *Inspection of Work*. This Contract is an agreement between the Town of Matthews and the Contractor and its acceptance by the governing body of the Town is a matter of record in the Minutes of the Town Clerk and no person or persons is or are authorized to relax its provisions unless such proposed substitution or variation is brought before the Town Board at a regular meeting open to the public and acted upon favorably by Resolution of the Board and same is spread upon the Minute Book of the Town Clerk.

12. Completion by Town upon Work Abandoned or Termination for Cause

The Contractor further agrees that if the work to be done under this Contract shall be abandoned, or if the Contract shall be assigned by said Contractor otherwise than as herein provided, or if, at any time, the Engineer shall be of the opinion that the work is unnecessarily or unreasonably delayed, or that said Contractor is willfully violating any terms or conditions of this Contract, or is not executing the Contract in good faith, or is not making such progress in the execution of said work as to indicate its completion within the time specified, the Town shall have the right to notify the Contractor to discontinue said work, or such part or parts thereof as said Town may designate, and said Town shall thereupon have the power and the right to employ by Contract or otherwise, and in such manner at such price as it may determine, any persons, and obtain any materials, equipment, and other means of construction which it may deem necessary to complete the work herein described, or such part or parts of it as said Town may have designated; also, the power to use such equipment and materials and means of construction of every description as may be found upon the line of said work, both such as enter into the complete work and such as necessarily used in and about the same and to procure other materials for the completion of said work and for carrying out the terms of this Contract; also to charge the expense of all said superintendence, labor, material, equipment, and other means of construction to the Contractor, and the expense so charged shall be deducted and paid for by the Town out of said monies as may be due or become due at any time thereafter to the Contractor under this Contract, or any part thereof.

In case such expense is less than the sum which would have been payable under this Contract, if the same had been completed by said Contractor, it is agreed that said Contractor shall be entitled to receive the difference; and in case such expense shall exceed the sum which would have been payable under this Contract, if the same had been completed by said Contractor, then said Contractor shall pay the amount of such excess to said Town after notice of the excess so due.

13. Termination for Breach

In the event that any of the provisions of the preceding paragraphs of this Contract are violated by the Contractor or any subcontractor on the work, the Town of Matthews may terminate the Contract by serving written notice upon the Contractor of its intention to terminate said Contract and, unless within ten (10) days after serving of such notice, violating shall cease, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Town may take over the work and prosecute the same to completion or otherwise for the account and at the expense of the Contractor and/or such subcontractor, and the Contractor and the Contractor's sureties shall be liable to the Town for any excess cost occasioned the Town in the event of any such termination, and the Town may take possession of and utilize in completing the work such material, appliance, and plant as may be on the site of the work and necessary there for. This clause shall not be construed to prevent the termination for other causes provided in the Construction Contract.

14. Patents

The Contractor shall be responsible for all fees or claims for any patented invention used by him and shall defend any suit that may be brought against the Town and shall hold said Town harmless for use or infringement of any patented thing or method used in connection with the work herein specified.

15. Contract Read - Copies - Bond and Insurance

It is agreed and understood that the Notice to Bidders, Agreement, Detail Specifications, Project Standard Provisions, Project Special Provisions, the North Carolina Department of Transportation Standard Specifications, Latest Edition, the North Carolina Department of Transportation Roadway Standard Drawings, Latest Edition, any enumerated addenda and all drawings are part and parcel of this Contract to the same extent as if incorporated herein in full.

The Contractor hereby agrees to having read each and every clause of this Contract, to fully understanding the meaning of the same, and to compliance with all its terms. This agreement shall be executed by all parties and then photostatic copies of the agreement will be provided to all parties. Each copy shall contain a copy of the Bonds and Certificates of Insurance.

16. Contract Payment and Performance Bonds

The successful bidder will be required to execute both a payment bond and a performance bond. Bond cost shall be included in the base bid and shall not be a separate pay item. The successful bidder, within 14 calendar days after the notice of award is received, shall provide the Town with a contract payment bond and a contract performance bond each in an amount equal to 100 percent of the amount of the contract. All bonds shall be on bond forms approved for use in North Carolina. The corporate surety furnishing the bonds shall be authorized to do business in the State. The successful bidder's failure to file acceptable bonds within **14 calendar days after the notice of award is received by the bidder** shall be just cause for rescinding the award of the contract.

**ATTACH BONDS AND CERTIFIED COPY OF
POWER OF ATTORNEY TO THIS SHEET**

**ATTACH INSURANCE CERTIFICATES
TO THIS SHEET**

NON-COLLUSION AFFIDAVIT OF CONTRACTOR

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that:

- (1) She/he is _____ of _____, the Contractor that submitted the attached Proposal;
- (2) She/he is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal was genuine and not a collusive or sham Proposal;
- (4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Proposal of any other Bidder, or to fix any overhead, profit or cost element of the bid price, or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Matthews or any person interested in the proposed Contract; and,
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Contractor or any of its agents, representatives, owners, employees or parties in interest including this affiant.

Signature: _____ Title: _____

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

Notary Public My Commission Expires: _____

CERTIFICATE OF INSURANCE

Company: _____ Date: _____

This is to certify to the Town of Matthews that on the above date the following described insurance policies issued by this company are in full force and effect.

Name of Insured: _____ Address: _____

Description of Work & Location: _____

Type of Insurance	Policy No.	Effective Date	Expiration Date	All Limits x 1000		
General Liability <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrences <input type="checkbox"/> Owners & Contractors Protective _____ _____				General Aggregate	\$	
				Personal & Advertising Injury	\$	
				Products - Comp/Ops Aggregate	\$	
				Each Occurrence	\$	
				Fire Damage (any one fire)	\$	
				Medical Expense (any one person)		
Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Garage Liability _____				CSL	\$	
				Bodily Injury (per person)	\$	
				Bodily Injury (per person)	\$	
				Property Damage	\$	
Excess Liability <input type="checkbox"/> Other Than Umbrella Form				Each Occurrence	\$	Aggregate
						\$
Workman's Compensation and Employer's Liability				Statutory		
				\$		(each accident)
				\$		(disease-policy limit)
				\$		(disease-each employee)
Other The Town of Matthews is to be added as an additional insured as evidenced by the attached endorsement.						

Under General Liability Policy or Policies

- | | | | |
|----|----------------------------------------------------------------------------------------------------|-----|----|
| 1. | Is Products-Completed Operations coverage included? | Yes | No |
| 2. | Is Personal Injury (false arrest, libel, wrongful eviction, etc.) included? | Yes | No |
| 3. | Is Broad Form Property Damage coverage provided for on this project? | Yes | No |
| 4. | Is coverage for XC and U hazards included? | Yes | No |
| 5. | Is coverage provided for Contractual Liability (including indemnity provision) assumed by Insured? | Yes | No |

Cancellation/Expiration

The subscribing company hereby agrees that thirty (30) days written notice shall be given, via Registered Mail, to the Town of Matthews Public Works Department before any policy referred to herein is changed or canceled. The subscribing company also agrees that immediate notice shall be given to the Town of Matthews Engineering if any policy is not renewed by the Insured.

Insurance Company Authorized to do Business in North Carolina

Name of Agency

Signature of Authorized Representative

Date

Address of Agency

ATTACH ISO FORM 20 10 (3/97)
[Insurance Endorsement]

TAX STATEMENT AND CERTIFICATION

This is to certify that the foregoing or attached statements is a true and complete statement of all North Carolina and Local Sales or Use Tax paid by the undersigned contractor from _____, 20__ to _____, 20 __ inclusive for the materials and equipment that were or will become a part of the construction of the

(THE FOLLOWING PORTION TO BE FILLED OUT BY GENERAL CONTRACTOR ONLY)

It is further certified that

are all of the sub-contractors that are, or were engaged by this contractor in the performance of this contract and whose tax statements are also enclosed herewith.

“The CONTRACTOR will pay all sales, consumer, use and other similar taxes required by the law of the place where the WORK is performed. The CONTRACTOR shall provide along with each pay request a detailed list of all sales taxes paid along with a copy of all invoices, on forms approved by the OWNER, for all materials incorporated into this project and all consumable materials used in the construction of the PROJECT. The CONTRACTOR shall maintain on file for up to three (3) years a copy of all invoices and the list of sales tax paid on this PROJECT.”

CONTRACTOR OR SUBCONTRACTOR

Sworn and subscribed before me

This _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

**CONTRACTOR'S AFFIDAVIT
RELEASE AND WAIVER OF CLAIM**

STATE OF _____

COUNTY OF _____

_____, _____ of
(Name) (Title)

_____, being first duly sworn, deposes and says that:
(Company)

1. The undersigned is authorized to execute this Affidavit, Release and Waiver of Claim on behalf of the Contractor and has personal knowledge of all facts set forth herein.
2. This Affidavit, Release and Waiver of Claim is made concerning the construction of the following project:

STORMWATER CONTRACT WORK

3. All payrolls, material bills, sales tax, social security tax, state and federal unemployment insurance, and all liabilities and taxes owed by the Contractor and arising in any manner from the above-described project have been paid in full;
4. No claim or lien exists in favor of any supplier of materials or labor or in favor of any subcontractor furnishing materials or labor on the above-described project;
5. Notwithstanding the foregoing, if the Town of Matthews or property of the Town of Matthews is subject to any claim or lien which arises in any manner from the failure of the Contractor to pay any liability described above, the Contractor will indemnify and hold the Town of Matthews harmless for any amount which the Town of Matthews is required to pay to discharge such lien or settle such claim and further will pay the Town of Matthews's expenses, costs, and attorney fees incurred in connection therewith.
6. All claims, suits, and proceedings of every name, description, or nature arising out of the above project against the Town of Matthews, its officers, employees and agents have been settled;
7. The Contractor releases and waives any and all claims of every type and description which the Contractor may have against the Town of Matthews arising in any manner from the construction of the above-described project.

Contractor Date: _____

Title

Sworn to and subscribed before me this _____
day of _____, 20____. (Seal)

My Commission Expires: _____

CERTIFICATE OF PROMPT PAYMENT

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of the owner. This clause applies to both DBE and non-DBE subcontractors.

NAME OF BIDDER: _____

BY: _____

TITLE: _____

DATE: _____

PROJECT STANDARD PROVISIONS

PROJECT STANDARD PROVISIONS

1. Scope of Work

All work necessary for the construction of the **STORMWATER CONTRACT WORK**. See sample list of work attached to the Notice to Bidders.

2. Location of the Project

The project is comprised of several locations within the Town of Matthews, Mecklenburg County, North Carolina. Work may be located entirely within or a combination of the street right-of-way, private, residential and commercial properties.

3. Date of Availability

The date of availability will be 14 days after award of the project by the Town of Matthews Board of Commissioners. The Contractor may be permitted to begin work on the project prior to this date upon issuance of the Notice to Proceed.

4. Notice to Proceed

A Notice to Proceed will be issued to the Contractor upon receipt of the executed contract, bonds, insurance certificates, receipt of approval by other governmental agencies (if required) and any other documentation required by the Engineer. Any delay in issuance of the Notice to Proceed due to the Contractor's failure to provide the required documentation and consequently not being allowed to begin work on the project will not be sufficient grounds for an extension of the Contract Period.

5. Contract Bonds

Within fourteen (14) days of notification of award of the Contract, the Contractor shall secure and post a Performance Bond and Labor and Materials Payment Bond, each for 100% of the total Contract sum. All such bonds shall be issued by a surety acceptable to the Town. The Town shall be named as the beneficiary. Cash bonds will not be accepted.

6. Contract Period

Award of the Contract shall be made by the Town of Matthews. The Contract Period is one hundred eighty (180) calendar days. The Contract period as defined shall begin no later than fourteen (14) days after award or upon the date specified in a written Notice to Proceed from the Town of Matthews, whichever is sooner. The work will be assigned by individual Task Order for each location of work. Task order work is to be diligently prosecuted to completion within fourteen days (14) upon issuance of the task order, unless otherwise agreed upon by the Contractor and Town Engineer. The final acceptance date of the Contract Period is the date on which all work set forth in the Contract and work modified by the Engineer is satisfactorily completed. This excludes any observation periods not specifically made a part of the work by

the Specifications or Special Provisions. The contractor is advised that the Town of Matthews does not recognize a "Substantial Completion Date" for the Contract and Contract Time will be counted until all work including punch list items of incomplete or nonconforming work has been corrected to the Engineer's satisfaction. On the final acceptance date, the Town Engineer will issue in writing a directive to the Contractor that all work has been accomplished within the terms of the Contract or as modified to date.

7. Contract Time Extensions

The Contract Time shall be extended in accordance with Section 108 of the North Carolina Department of Transportation *Standard Specifications for Road and Structures*, latest edition.

8. Liquidated Damages

Liquidated damages will be assessed at the rate of **\$300.00 (three hundred dollars)** per calendar day for failure to complete the project within the Contract Period.

9. Standard Specifications – Roadway and Storm Water

The North Carolina Department of Transportation's *Standard Specifications for Roads and Structures*, latest edition, hereinafter referred to as "Standard Specifications" shall apply on all portions of the project unless otherwise specified herein or on the plan sheets. Where Special Provisions refer to particular items, materials, procedures, etc., the appropriate section of the Standard Specifications shall apply. The absence of a description or specification for any item shall automatically refer to the appropriate section of the Standard Specifications.

10. Standard Specifications – Sewer

The *Charlotte-Mecklenburg Utilities Design Manual*, most recent revision, hereinafter referred to as the "Standard Specifications," shall apply on all portions of the project unless otherwise specified herein. Where Special Provisions refer to particular items, materials, procedures, or etc., the appropriate section of the Standard Specifications shall apply. The absence of a description or specification for any item shall automatically refer to the appropriate section of the Standard Specifications.

11. Standard Specifications – Water

The *Charlotte-Mecklenburg Utilities Design Manual*, most recent revision, hereinafter referred to as the "Standard Specifications," shall apply on all portions of the project unless otherwise specified herein. Where Special Provisions refer to particular items, materials, procedures, or etc., the appropriate section of the Standard Specifications shall apply. The absence of a description or specification for any item shall automatically refer to the appropriate section of the Standard Specifications.

12. OSHA Requirements

The Contractor shall comply with OSHA 1926, Subpart P Trenching and Shoring regulations applicable to the work and all other OSHA regulations.

13. Definition of Terms

Whenever the following terms are used in the NCDOT Standard Specifications, in any of the Contract documents, or in the plans, the intended meaning of such terms shall be as follows:

"State" or "Department" shall be replaced by the words "Town of Matthews."

"Engineer" or "Resident Engineer" shall be replaced by the words "Town Engineer or a duly authorized representative."

"Sampling and Testing by Department" shall be replaced by the words "Sampling and Testing by Town or its approved testing agency."

"Inspection by Department" shall be replaced by the words "Inspection by the Town or its duly authorized representative."

"Field Superintendent" – Contractor's job foreman, on-site each day work is prosecuted, directing field crews and coordinating work.

14. Addenda

All Addenda will be emailed to all who receive the initial notice of bids, will be posted to the Town's website under "Bids and RFPs," and will be on file in the Office of the Town Engineer. It shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda whether or not received or acknowledged by the Bidder.

15. Awarding of Contract

The Town of Matthews will award the Contract or Contracts conditioned upon funds being available for construction and other governmental approval as may be required. The Contract will be awarded to the lowest responsible Bidder or Bidders, as required by North Carolina General Statutes. Consideration will be given only to proposal from Contractors who are properly licensed, bonded, experienced in the class of work proposed, and who can refer to projects of similar magnitude and character as have been completed by them. The Town also reserves the right to reject any and all proposals and to waive informalities or technicalities as it may deem to be in its best interest.

16. Taxes & Licenses

North Carolina Sales and/or Use Taxes are applicable to purchases of building materials and other tangible personal property by Contractors for use in performing Town Contracts. Use Tax is also due on construction equipment brought into North Carolina for use in the performance of Town Contracts (N.C. Revenue Laws, G.S. 105-164.4 and G.S. 105-164.6). Contractors are liable for payment of applicable privilege licenses (N.C. Revenue Laws, G.S. 105-54). Contractors are also liable for payment of applicable

franchise, corporate income, license and withholding taxes (N.C. Revenue Laws, G.S. 105-122, G.S. 105-123, G.S. 105-134 and G.S. 105-163.2).

The Contractor will pay all sales, consumer, use and other similar taxes required by the law of the place where the work is performed. The Contractor shall provide along with each pay request a detailed list of all sales taxes paid along with a copy of all invoices, on forms approved by the Town, for all materials incorporated into this project and all consumable materials used in the construction of the project. The Contractor shall maintain on file for up to three (3) years a copy of all invoices and the list of sales tax paid on this project.

17. Insurance Requirements

The Contractor shall purchase and maintain insurance in the amounts and coverage listed below. The Contractor shall, at the time of execution of the Contract, file with the Owner the Certificate of Insurance contained herein showing proof of coverage as required by this Contract. All certificates supplied in accordance with this provision shall contain a cancellation clause that in the event of a material change or cancellation, thirty (30) calendar days prior written notice shall be given to the Town.

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and, (2) is caused, in whole or in part, directly or indirectly, employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Town (or the Engineer) of any of its agents or employees, by any employee of the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts or other employee benefits acts.

The insurance required by this provision shall be acquired by the Contractor for not less than the limits specified below:

CERTIFICATE OF INSURANCE

Company: _____ Date: _____

This is to certify to the Town of Matthews that on the above date the following described insurance policies issued by this company are in full force and effect.

Name of Insured: _____ Address: _____

Description of Work & Location: _____

Type of Insurance	Policy No.	Effective Date	Expiration Date	All Limits x 1000		
General Liability <input checked="" type="checkbox"/> Commercial General Liability _____ Claims Made _____ Occurrences <input checked="" type="checkbox"/> Owners & Contractors Protective _____				General Aggregate	\$2,000.00	
				Personal & Advertising Injury	\$1,000.00	
				Products - Comp/Ops Aggregate	\$2,000.00	
				Each Occurrence	\$1,000.00	
				Medical Expense (any one person)	\$5.00	
Automobile Liability <input checked="" type="checkbox"/> Any Auto _____ All Owned Autos _____ Scheduled Autos _____ Hired Autos _____ Non-Owned Autos _____ Garage Liability				CSL	\$1,000.00	
				Bodily Injury (per person)	\$	
				Bodily Injury (per person)	\$	
				Property Damage	\$	
					Each Occurrence \$2,000.00	Each Aggregate \$2,000.00
Excess Liability <input checked="" type="checkbox"/> Umbrella _____ Other Than Umbrella Form						
Workman's Compensation and Employer's Liability				Statutory		
				\$100.00		(each accident)
				\$500.00		(disease-policy limit)
				\$100.00		(disease-each employee)
Other						

Under General Liability Policy or Policies

- | | | | |
|----|----------------------------------------------------------------------------------------------------|-----|----|
| 1. | Is Products-Completed Operations coverage included? | Yes | No |
| 2. | Is Personal Injury (false arrest, libel, wrongful eviction, etc.) included? | Yes | No |
| 3. | Is Broad Form Property Damage coverage provided for on this project? | Yes | No |
| 4. | Is coverage for XC and U hazards included? | Yes | No |
| 5. | Is coverage provided for Contractual Liability (including indemnity provision) assumed by Insured? | Yes | No |

Cancellation/Expiration

The subscribing company hereby agrees that thirty (30) days written notice shall be given, via Registered Mail, to the Town of Matthews Public Works Department before any policy referred to herein is changed or canceled. The subscribing company also agrees that immediate notice shall be given to the Town of Matthews Engineering if any policy is not renewed by the Insured.

Insurance Company Authorized to do Business in North Carolina

Name of Agency

Signature of Authorized Representative

Date

Address of Agency

18. Contractor's Liability and Other Insurance

The Contractor shall purchase and maintain with a company acceptable to the Town and authorized to do business with the State of North Carolina, such insurance as will protect from claims under Worker's Compensation Laws, Disability Benefit Laws or other similar employee benefit laws from claims for damages because of bodily injury, occupational sickness or disease, or death of employees, and claims insured by usual personal injury liability coverage, from claims for damages because of bodily injury, sickness or disease, or death of any person other than employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom - any or all of which may arise out of or result from the Contractor's operations under the Contract documents, whether such operations be by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for no less than the limits of liability specified below or required by law.

Automobile - Bodily injury and property liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - bodily injury and property damage combined.

Comprehensive General Liability - Bodily injury and property damage liability as shall protect the Contractor and any subcontractor performing work under this Contract from claims of bodily injury or property damage which arise from operations of this Contract whether such operations are performed by the Contractor, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$2,000,000 property damage each occurrence/aggregate of \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this Contract and broad form property damage, explosion, collapse and underground utility damage (XC & U), stating if the policy is written on claims made or occurrence basis.

Worker's Compensation and Employers Liability - Must meet the statutory requirement of the State of North Carolina, in the amount of \$100,000 each accident and disease - each employee and \$500,000 disease policy limit.

Excess Liability – Umbrella form with limits of not less than \$2,000,000 each occurrence/aggregate.

The Contractor shall provide the Town with insurance certificates certifying that the foregoing insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be cancelled, allowed to expire or be materially changed without giving the Town thirty (30) days advance written notice by Registered Mail.

The Contractor is advised that if any part of the work under the Contract is sublet, the Contractor should require the subcontractor (s) to carry insurance as required above. However, this will in no way relieve the Contractor from providing full insurance coverage on all phases of the projects, including any that are sublet.

When certain work is to be performed inside right-of-ways owned by railroads, the North Carolina Department of Transportation, or other agencies, both the Contractor and any subcontractor may be required to furnish individual insurance certificates made in favor by the controlling agency, with limits established by that agency.

19. Periodic Payments

The Town will make periodic payments based on the progress of the work and the payment request submitted by the Contractor. Payment requests shall be submitted on AIA forms or similar. Payment will be made within thirty (30) calendar days after receipt of a correct payment request.

Partial payment requests submitted shall be accompanied by a North Carolina Local Sale or Use Tax Statement for the prime Contractor and all subcontractors. Payment requests and tax statements shall be submitted on the forms provided by the Town. The tax statement shall show the N.C. Sales Tax, the Mecklenburg County tax, and the tax paid to any other county. It shall also list any payments made directly to the North Carolina Department of Revenue. If no tax has been paid during the pay request period, "NONE" shall be entered on the tax form. Each statement shall be signed by a company officer and certified by a Notary Public.

An amount equal to ten percent (10%) of the total amount due on payment requests will be deducted and retained until the work has been completed and the six-month warranty inspection has been conducted and repairs made to the satisfaction of the Engineer.

20. Pre-Construction Conference

A Pre-Construction Conference will be scheduled as soon as practical after the award of the Contract. The Contractor will be expected to attend the conference along with any anticipated major subcontractors and major material suppliers. A proposed progress schedule in a form satisfactory to the Engineer and a statement of the anticipated monthly progress payments showing the percent of progress each month shall be provided by the Contractor. The Contractor shall also provide at least two (2) local telephone numbers that may be used to contact the Contractor or authorized representative in the event of an emergency after normal business hours. Upon receipt of the required documentation, a Notice to Proceed will be issued by the Engineer.

The Contractor is also required to have the prospective Field Superintendent attend the conference. Should the Field Superintendent change after the Pre-Construction Conference no work shall be allowed to proceed until a site meeting with the Engineer and the new Field Superintendent is completed.

21. Maintenance of the Project

The Contractor's attention is directed to Sections 104-10, 105-13, and 105-16 of the NCDOT Standard Specifications. The Contractor shall conduct operations at all times in such a manner as to provide the least amount of inconvenience to the area residents and the traveling public. Strict compliance to these sections will be enforced by the Engineer. Where a sidewalk exists in the project limits, it shall be protected from construction activities to permit safe pedestrian passage. Should the sidewalk require removal during construction, an alternate route shall be constructed by the Contractor. Parking on the sidewalk is prohibited and vehicles parking on the sidewalk will be ticketed per Chapter 72 of the Town's ordinance.

22. Materials and Equipment Storage

The Contractor shall be responsible for locating and providing storage areas for construction materials and equipment. The material and equipment storage shall comply with all local and state ordinances throughout the construction period. The Contractor shall restore the storage area to its original condition upon completion of the project. Such restoration shall be at the Contractor's expense.

The Contractor shall be responsible for the safeguarding of materials and equipment against fire, theft and vandalism and shall not hold the Town responsible in any way for occurrences of same.

23. Restoration

All private and public property disturbed in the process of project construction shall be restored to the condition existing prior to construction.

24. Guarantee

The Contractor shall guarantee all materials and workmanship for a period of one (1) year from the date of acceptance by the Town and shall replace any portions that fail because of faulty materials or workmanship at the Contractor's expense. A six (6) month and eleven (11) month inspection will be held during the warranty period. The Contractor shall immediately repair all defective items upon notification. Items repaired under the provisions shall have an extended warranty period of twelve (12) months of repair of the item.

25. Subsurface Investigation

The Contractor shall make subsurface investigations. Any information obtained by the Town as a result of its own subsurface investigations will be made available upon request. This information (when available) is provided for informational purposes only and shall not relieve the Contractor of making investigations. The Contractor shall obtain all necessary permits prior to making any streets cuts on existing streets.

26. Dust Control

The Contractor shall control the dust throughout the construction of the project. This may be accomplished by the use of either water or dust control materials such as calcium chloride, sodium chloride, or peanut oil, as directed by the Engineer. No direct payment will be made for the control of dust, but the cost of same shall be included in the unit prices bid on the various items in the Contract.

27. *Blasting*

All blasting operations shall be conducted in strict accordance with existing ordinances and regulations relative to storage and use of explosives. Blasting shall be done only by experienced personnel and extreme care and caution shall be exercised to prevent injury to persons or damage to any pipe, mains, wires, drains, buildings, railroad tracks, or other property above or below the surface of the ground. In all cases, rock being blasted shall be covered with a wire rope mat or other approved material so as to contain all rock within the trench or work areas. The Contractor shall be held strictly responsible for any injury to persons or damage to public or private property. The Contractor shall obtain all necessary permits and give all necessary notices prior to conducting any blasting operations.

28. *Hazardous Materials*

If the Contractor encounters any materials considered or suspected of being hazardous, the Contractor shall immediately secure the area and contact the Engineer for further instructions.

29. *Grading Around Utility Poles and Guy Wires*

The Contractor will be required to grade around utility poles and guy wires which may be left in place within the construction limits of the project and where the poles remain in their present position on the outer edge of fills, to place such fills without disturbing the poles with grading equipment.

30. *Existing Utilities*

The owners of utilities in this project are, but are not limited to:

Gas- Piedmont Natural Gas
Water- Charlotte Water
Sanitary Sewer- Charlotte Water
Electrical- Duke Energy, Union Power
Communications- Windstream, Spirit, Verizon

The Contractor shall adhere to the provisions of *Underground Utility Safety and Damage Protection Act, NCGS 87-115 through NCGS 87-130*. To assist the Contractor and utility owners in meeting the requirements of this law, there is a "one call system" called "NC811." Most major utilities with underground facilities in the State subscribe to this service. For calls originating within North Carolina, the telephone number is 811. For calls originating outside North Carolina, the number is 1-800-632-4949. Charlotte Water's (formally CMUD) telephone number is 311. The Contractor shall include the cost of any coordination and cooperation of utilities in the bid. No additional compensation shall be allowed for delays or inconveniences sustained by the Contractor due to utility relocation or adjustments. No additional payment will be made for re-mobilization required by the utility's failure to relocate utility at the request of the Contractor.

When the Contractor's controlling operations are halted due to the failure of a utility owner to relocate or adjust a utility after being properly notified by the Contractor, the Contract Period will be extended by the amount of time the Contractor's controlling operations have been delayed while awaiting the relocation or adjustment.

Where changes to utility facilities are to be made solely for the convenience of the Contractor, it shall be the Contractor's responsibility to arrange for such changes and the Contractor shall bear all costs of such changes.

31. *Tree Protection*

In order to give existing trees a good chance of survival, their root systems, must be protected during all phases of construction. All tree protection and related work shall be in accordance with local standards and specifications, and/or as directed by the Engineer.

There will be no separate measurement or payment for this work.

32. *Sawing Existing Pavement*

Where pavement is to be removed, the Contractor shall provide a neat edge along the pavement being retained by sawing the pavement a minimum of one third its depth and its full width before breaking adjacent pavement away.

The cost of sawing existing pavement, including both concrete and asphalt, shall be considered as being incidental to the item requiring the sawing and shall be included in the unit price bid for that particular item unless otherwise specified therein.

33. *Concrete*

A. Compressive Strength.

All concrete used in the construction of this project shall be 3600 PSI strength at twenty-eight (28) days, unless otherwise specified. No adjustment will be allowed for the required use of high-early strength concrete.

When the Contractor is requested to use high-early strength concrete in certain areas, the Contractor must furnish a copy of the delivery ticket to the project inspector prior to allowing traffic to proceed across the item in question before the required seven-day curing period.

Concrete cylinders shall be prepared by the Town's representative. It shall be the responsibility of the Contractor to protect the cylinders until such time as they are taken by Town Personnel, or their representative for testing. All testing of concrete cylinders shall be done by the Town's representative at the Town's expense.

B. Slump.

The maximum slump of the concrete used on the project shall be as defined in Section 1000 of the NCDOT Standard Specifications. The sample taken for determination of slump will be obtained immediately prior to the concrete being discharged onto the project. Concrete failing to meet requirements for slump will be subject to rejection.

C. Air Content.

The air content of the concrete used on this project shall be as defined in Section 1000 of the NCDOT Standard Specifications. The sample taken for the determination of air content will be obtained immediately prior to the concrete being discharged onto the project. Concrete failing to meet specification requirements for air content will be subject to rejection.

D. Acceptance and Testing Standards.

Concrete batching, sampling, testing and evaluation shall be done in accordance with the standards listed below:

ASTM C94	Standard Specifications for Ready Mixed Concrete
ASTM C172	Standard Method of Concrete Sampling
ASTM C470	Tentative Specification for Molds for Forming Concrete Test Cylinders Vertically
ASTM C31	Standard Method of Making and Curing Concrete
ASTM C143	Standard method of Test for Slump of Portland Cement
AASTM C42	Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
AASHTO T199-72	Air Content of Freshly Mixed Concrete by the Chace Indicator
ASTM C231-82	Standard Test for Air Content of Freshly Mixed Concrete by the Pressure Method.

E. Concrete Finishes.

The type of finish required will be as required by the section of specifications directly applicable to the work being constructed. All exposed surfaces of retaining walls, structures, etc., shall be given a Class 2 finish as described by Section 420-19 (f) of the NCDOT Standard Specifications unless indicated otherwise in the plans.

F. Compressive Strength Quality Assurance for Incidental Concrete.

The following Quality Assurance Specifications shall apply only to incidental concrete used in the construction of this project. Incidental concrete shall be defined as any concrete not used in the construction of rigid pavement or any concrete that is not an integral part of a structure. The acceptability of any questionable structural concrete used in the construction of this project will be evaluated on a case-by-case basis.

It is the intent of these specifications to provide an equitable means of accepting materials that may vary slightly from the specification range stated in the Standard Specifications in lieu of total rejection, removal, repair or non-payment. The Engineer will determine acceptability of materials in accordance with the applicable sections of these specifications. When materials are not within specification limits, an adjusted payment may be allowed as delineated in these specifications, except where the level and variability of test results indicate a degree of noncompliance with requirements so great as to make the material unacceptable. Unacceptable material shall be either reworked or replaced at no cost to the Town. The Engineer reserves the right to reject questionable material at any time in lieu of making reduced payment.

Concrete will be tested and accepted with respect to compressive strength on the basis of the average test results of concrete test cylinders. It shall be the responsibility of the Contractor to adequately protect test cylinders until such time as they are taken for curing and testing. Should the cylinders be damaged before they are taken by the Town or their representatives, the Contractor shall be responsible, without compensation, for the costs associated with coring and patching the structure from which the concrete used in the cylinders were made.

If the average strength of concrete cylinder test results fail to attain the specified minimum compressive strength at twenty-eight (28) days but meets or exceeds 70% of the minimum compressive strength, the Engineer will have the option of instructing the Contractor to replace all concrete represented by those cylinders with concrete meeting specifications or of allowing the concrete to remain in place at a reduced contract price. The Contract Unit Price for such concrete left in place shall be reduced by the following formula:

$$\text{Reduced Unit Price} = \frac{\text{Contract Unit Price} \times \text{Average Strength of Test Cylinders at 28 days}}{\text{Specified Minimum Compressive Strength}}$$

In the event that concrete cylinder tests fail to meet minimum compressive strengths at twenty-eight (28) days, the Contractor will have the option of taking cores from the concrete in question at the Contractor's expense. Cores must be taken and testing in accordance with ASTM C42. The average compressive strength of correctly tested cores shall then be used as the basis for acceptance of concrete in lieu of concrete test cylinder results discussed above. The above criteria for acceptance of concrete with respect to compressive strength shall then be applied to core test results. Samples must be cored thirty-one (31) days after placement of concrete. Cores must be taken and tested by a qualified independent testing laboratory approved by the Engineer. A minimum of three (3) cores shall be taken from questionable concrete, unless otherwise specified by the Engineer. Cores shall be taken from locations selected by the Engineer.

If the average strength of the concrete test results (cylinders and cores) fail to attend seventy percent (70%) of the specified minimum compressive strength at twenty-eight (28) days, all applicable concrete shall be rejected. The Contractor, at no additional cost to the Town, shall remove the rejected concrete and replace it with concrete meeting specifications.

34. *Quality Control Services*

- A. Contractor Responsibilities: Contractor shall be responsible for quality control inspection to ensure that the quality of means and methods of construction will produce the specified quality of work. There will be no separate payment for this item. Copies of all test results will be provided to the Town at no additional cost.
- B. Town Responsibilities: The Town will provide quality assurance and engage and pay for the services of an independent agency to perform inspections and test of materials for quality assurance.
- C. Retest Responsibilities: Where results of required inspections, test, or similar services prove unsatisfactorily, then retests are the responsibility of the Contractor. Said costs for quality assurance retests shall be deducted from monies due the Contractor on the next monthly pay request.

35. *Quantity Tickets*

All quantity tickets for items not measurable in place shall be submitted to the Project Inspector within seventy-two (72) hours after receipt of material on the job. Each ticket shall indicate the date, Contractor, job location and name, quantity of material, truck number and signature of the Contractor or authorized representative.

No tickets will be accepted after seventy-two (72) hours have elapsed between the time of delivery and submittal of tickets to the Project Inspector.

36. *Price Adjustment - Asphalt Cement for Plant Mix*

No provision for price adjustment due to variations in the average terminal F.O.B. selling price of asphalt is included in this Contract.

37. *Plans and Specifications Provided*

The Contractor will be provided with two (2) sets of these specifications upon request. Task orders will be issued by written narrative and field inspection. Required plans and/or cut sheets are the responsibility of the Contractor.

38. *Project Closeout Documents*

The Contractor shall provide the following documents with the final payment request:

1. Consent of Surety to Final Payment

2. Contractor's Release and Wavier of Claim
3. North Carolina and County Sales or Use Tax Statements and Certifications
4. Affidavit of Payment
5. MBE Documentation for Contract Payments

No final payment will be authorized until these documents have been properly completed and submitted by the Contractor.

39. Disadvantaged Business Enterprise

POLICY

It is the policy of the Town of Matthews that Disadvantaged Business Enterprises shall have the opportunity to participate in the performance of contracts finance by the Town.

OBLIGATION

The contractor, subcontractor, and sub-recipient shall not discriminate on the basis of race, color, national origin, creed, or gender in the performance of this contract. The contractor shall carry out the applicable requirements of 49 CFR 26 in the award and administration of Town contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Town deems necessary.

GOALS

The following goal for participation by Disadvantaged Business Enterprise (DBE) is the minimum established by the Town of Matthews and shall be used for this contract:

Disadvantaged Business Enterprises: 10.0%

The Contractor shall exercise all necessary and reasonable steps to ensure that Disadvantaged Business Enterprises participate in at least the percent of the contract as set forth.

BID FORM

BID FORM

PROPOSAL SHEET

To the Town Engineer, Matthews Public Works Department, 1600 Tank Town Road, Matthews, North Carolina 28105.

The following documents are attached to and made a part of this Bid:

1. Non-collusion Affidavit
2. Certificate of Insurance
3. Tax Statement and Certification
4. Contractor's Affidavit
5. Release and Waiver of Claim
6. Certificate of Prompt Payment

The undersigned, having carefully examined the site and familiarized (themselves, itself) with the existing conditions on the project area affecting the cost of the work, and with the Contract documents, which includes Notice to Bidders, the form of Proposal, form of Contract (Agreement), form of Non-collusion Affidavit, Addenda (if any), General Specifications, Project Special Provisions (to include the required insurance limits and Technical Specifications), and form of Surety Bonds and plans, details, drawings, as prepared by the Office of the Town Engineer and on file in the Office of the Town Engineer, hereby proposes to furnish all supervision, labor, equipment, materials and services, including all utility and transportation services required to construct and complete the **STORMWATER CONTRACT WORK**, all in accordance with the above-listed documents at and for the Contract itemized bid as determined by the unit prices for the items and estimated quantities listed on the itemized proposal for said project.

See attached estimated quantities in the Itemized Proposal sheet for reference. These quantities are provided solely for the purpose of illustrating anticipated work that will be assigned by Task Order. While every effort was made to provide accurate information, contractors shall not base bids on these estimated quantities as there is no guarantee made for accuracy. Change orders for additional materials to complete additional work will be approved when directed by the Engineer.

Section Numbers refer to the appropriate section of *the Standard Specifications for Roads and Structures*, current edition of the North Carolina State Highway Department, detail from NCDENR, or the appropriate detail from the *Mecklenburg County Land Development Standards*, latest edition, as applicable. SP refers to the appropriate section of the Special Provisions. All item prices shall include the costs to install the item at the beginning of the appropriate work period, maintain and refresh the item as needed during the work period, and remove the item, when appropriate, at the completion of the work period.

ITEMIZED PROPOSAL

PROJECT: STORMWATER CONTRACT WORK

Item No.	Sect. No.	Item Description	Quantity and Unit		Unit Price	Amount
STORMWATER ITEMS						
1	SP-01	Contract Mobilization	1	LS		
2	SP-02	Daily Operations	1	LS		
3	SP-03	Borrow Excavation	26	CY		
4	SP-04	Ditch Excavation and/or Regrade Existing Ditch	710	LF		
5	SP-05	Channel Cleaning	5	EA		
6	SP-06	Catch basin repair, <10' depth	1	EA		
7	SP-06	Pipe repair, <10' depth	1	LS		
8	SP-06	Pipe repair, >10' depth	1	LS		
9	SP-07	Select Tree Removal, <24" diameter	4	EA		
10	310	RCP Class III, 12"-30", <10' depth	54	LF		
11	350	Pipe Cleanout	1	EA		
12	654	Asphalt Plant Mix, S.9.5B Pavement Repair	8	TN		
13	840	Drainage inlet	1	EA		
14	840	Drainage inlet including grate and frame	1	EA		
15	840	Pipe Collar, 60" Pipe, <10' depth	20	EA		
16	848	4" Concrete Sidewalk	20	SY		
17	867	Fence Reset/Relocate	250	LF		
18	1631	Rolled Erosion Control Products	710	SY		
19	SP-07	Traffic Control	1	LS		
20	SP-08	Locate and Adjust or Relocate Ex. Water Valve	1	EA		
21	SP-10	Seeding and Mulching	825	SY		

TOTAL PRICE \$ _____

Signature Sheet

Prior to submitting this proposal, each Bidder shall be thoroughly familiar with the type of work required to make repairs, as listed in the description of each line item. Questions shall be directed to the Town of Matthews Public Works Department by contacting Susan Habina Woolard, PE, Town Engineer at (704) 708-1243.

The foregoing quantities are considered to be approximate only and are given as the basis for comparison of bids. Unit prices are to be used for new work or modifications to proposed work. The Town of Matthews may increase or decrease the amount of any item or portion of items as may be deemed necessary or expedient.

An increase or decrease in the quantity for any item will not be regarded as sufficient grounds 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.

SIGNATURE OF BIDDER

Name of Firm: _____
(Print or Type)

Signature of Bidder: _____ (SEAL)

ATTEST

(Secretary, if Corporation)

Address of Bidder: _____
(Print or Type) _____

ACKNOWLEDGEMENT OF ADDENDA:

No.: _____ Date: _____
No.: _____ Date: _____
No.: _____ Date: _____

***CONTRACT SPECIAL
PROVISIONS***

CONTRACT SPECIAL PROVISIONS

SP-01. Contract Mobilization

Work covered by this special provision consists of preparatory work and operations which must be performed or for costs incurred prior to beginning work on the contract and subsequent contract renewals. Contract price for the item of Contract Mobilization will be limited to 1.5% of the sum of the remaining contract items. Payment for the entire lump sum contract price for the item of Contract Mobilization will be made with the first pay request on the original contract and at the original contract price on each contract renewal.

SP-02. Daily Operations

Description: This special provision consists of all elements of work covered by the referenced Specifications provided herein plus all preparatory work and operations including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to individual project sites necessary for work on the project; removal and disbandment of those personnel, and equipment, that were established for the prosecution of the work on the project; for the administrative work associated with securing specialty subcontracted work, specialty materials and operations, and for all other work and operations which must be performed in order to complete the full intent of the work order and specifications on the various projects.

Specifications: Mail Boxes and Site Amenities: Remove, protect, and reset mail boxes and site amenities. Mail Boxes shall remain operational at all times. Shoring: All work should adhere to the requirements herein, OSHA Standards and Interpretations Subpart P-Excavations, Trenching and Shoring, and all other applicable ordinances, codes, statutory rules and regulations of the Federal, State and local authorities. In the event of a conflict, comply with the more restrictive applicable requirements. Saw Cutting: All saw cutting required to build the Project. Where asphalt or concrete (curb, sidewalk, roadways, driveways, parking lots, etc.) is to be removed, the Contractor shall provide a neat edge along the pavement being retained by sawing the pavement a minimum of 2" deep and 1' wide before breaking and removing adjacent pavement. When the Contractor proposes to saw pavement more than one foot from the proposed pavement (curb, sidewalk, structure, etc.), the Contractor shall obtain approval from the Engineer prior to saw cutting and removing pavement. The cost of sawing asphalt or concrete shall be included in this item. Site Access: All labor and materials required to maintain access to properties during construction as directed by the Engineer. When directed by the Engineer, constructed haul roads shall be installed, measured, and paid for separately in accordance with SP Haul Road Stabilization. Equipment Travel Time: There will be no separate measurement or payment for travel time on the site for any equipment or movement of labor and equipment that is required to do the work for the project when the labor and equipment is included in the contract unit price or the negotiated unit price. Fine Grading and Embankments: All labor and equipment required for fine grading, including the preparing, grading, and shaping of the project area, along with cleaning, shaping, and maintenance of existing side channels and ditches. Excess material may be

stockpiled for the construction of embankments, berms, and backfills. Excess material meeting the requirements of "local suitable" material shall be utilized to the maximum extent possible, stockpiled separately as space availability allows, and in consultation with the Engineer, for use in the project construction elements requiring the use of these materials. Topsoil, where present, shall be stockpiled separately. Shape all ground surfaces to properly drain at all times, except in the case of wetland construction. Slope transitions/break points shall be "rounded" to facilitate vegetation establishment and reduce the potential for surface erosion. Compact all ground surfaces using tracked equipment or other approved equipment. Construction equipment should be routed to prevent impacts to completed work. Embankment construction shall include the preparation, formation, compaction and maintenance of material in embankments, backfills, and earth berms. The finished ground surface shall be within plus or minus 0.1' of the established grade after it has been graded to a uniform surface unless otherwise specified by the Engineer. The grade shall transition evenly between control points, contours, and existing grades. Correction of grade is required wherever settlement, erosion or other grade changes have occurred prior to acceptance. Maintain all embankments, earth berms, fills, and all other surfaces completed under this specification until final acceptance by the Town.

Payment: There shall be no separate measure or payment for items listed in this special provision. There will be no direct payment for mail box and site amenities work, passive shoring, saw cutting, site access, grading, or equipment travel time. The Contract lump sum amount of Daily Operations will be 15% of the original bid tab, less Contract Mobilization and Daily Operations, but no less than \$800 per project. Daily Operations payments will be made for each Project based upon the percentage calculated by multiplying the final, accepted project amount by 15%. No partial payments of Daily Operations will be paid. When directed by the Town, the Contractor may be required to accelerate the project schedule due to special circumstances surrounding a particular project location or due to seasonal limitations. The Town may consider additional compensation by increasing the project's Daily Operations percentage. Daily Operations will be paid at the lump sum price for Daily Operations. This payment will be full compensation for all elements of work required to complete each Project as specified.

SP-03. Borrow Excavation

Description: The work covered in this special provision includes all elements of work covered in section 230 "Borrow Excavation" of the Standard Specifications with the following exception pertaining to payment. Measurement shall be made in accordance with the Standard Specifications, Section 230-S(A) In-Place Measurement or Section 230-S(B) Truck Measurement as directed by the Engineer.

Payment: The quantity of Borrow Excavation, measured as provided above, will be paid for at the contract unit price per cubic yard for Borrow Excavation. When Borrow Excavation is used to replace soil that has been determined to be unsuitable by the Engineering Department due to moisture, poor soil composition, or other factors, the contract unit price for borrow excavation shall include all excavation, removal from site, and proper disposal of unsuitable soil. The contract unit price for Borrow Excavation as described above will be full compensation for furnishing, transporting, handling, placing, compacting, and maintaining borrow material. Unless

otherwise directed by the Engineer, there will be no separate payment for borrow material above the select bedding and backfill materials included in the cost of the installed pipe, which exceeds the following extents:

Storm Drainage

- Pipe
 - Horizontally-the outer diameter of the pipe plus three feet;
 - Vertically - from the top of the select backfill material to the ground line, as illustrated in NCDOT 300.01;
- Box Culverts/Bends/Bottomless Culverts
 - Horizontally- outer width of culvert or footer plus six feet (three feet each side);
 - Vertically - from the top of the bedding material or bottom of the structure to the ground line;

Structures

(Includes but not limited to: headwalls, drainage structures (catch basins, drop inlets, risers, etc.), flared end sections, retaining walls, etc.)

- Vertically- to the ground line elevation as shown on the plans or details;
- Horizontally - two (2) feet from each exterior surface (outer wall of the structure or footer whichever is further)

Material used for the contractor's means and methods outside of these trench limits shall meet the material requirement and will be at the contractor's expense.

SP-04. Ditch Excavation and/or Regrade Existing Ditch

Description: The work covered by this special provision includes all elements of work covered by Section 240, "Ditch Excavation" with the following clarifications to be incorporated into the specification.

- It is anticipated that all Ditch Excavation will be removed from the job site. When the Contractor is directed to spoil the excavated material on the job site there will be no separate measurement and payment made for such work.
- Suitable material can be used to backfill minor bank erosion per the direction of the Engineer.

Payment: Payment shall be at the Contract per unit price per linear foot for "Ditch Excavation and/or Regrade Existing Ditch."

SP-05. Channel Cleaning

Description: Work covered by the special provision consists of providing a crew, materials, and equipment necessary to remove and dispose of channel debris.

Payment: Payment shall be at contract price per each location for "Channel Cleaning." This payment will be full compensation for all work covered by this special provision, including but not limited to all light equipment chainsaws, fuel, lubricants, cutting edges, all repairs, hauling and dump fess at a demolition landfill, and all other operating costs.

SP-06. Catch Basin and Pipe Repair

Description: Work covered by the special provision consists of providing a crew, materials, and equipment necessary to repair catch basins, drainage inlets and pipes. Excavation for pipe repair shall be included in payment of this item.

Payment: Payment shall be at contract price as follows:

Catch basin repair, <10' depth EA
Pipe repair, <10' depth LS
Pipe repair, >10' depth LS

SP-07. Select Tree Removal

Description: Work covered by this special provision includes the removal and disposal of trees, shrubs, and stumps, less than 24" diameter, as directed by the Engineer and in accordance with the provisions of these specifications. This item includes all elements of work and equipment required to complete the project including but not limited to, protection of structures and utilities, climbing, tying-off, cutting and lowering limbs, grinding brush and stumps, and removing from site as directed by the Engineer.

- Trees, Shrubs, and Stumps: Tree and shrub removal shall be accomplished by current industry standard methods. Stumps shall be removed to a minimum depth of 2 feet below the natural ground surface, unless otherwise directed by the Engineer. When only a stump is removed, it will be measured across the top and paid at 50% of the price for that size tree. Measure largest individual tree or shrub diameter size at a height of 4.5 feet above the lowest adjacent grade to determine pay item size.
- Disposal: All trees, shrubs, stumps, and undergrowth removed shall be disposed of in accordance with the applicable requirements.

The Contractor shall conduct operations in such a manner to prevent injury to vegetation that is to remain growing, and also to prevent damage to adjacent property. If any such injuries to vegetation occur, broken branches shall be removed and rough edges of scarred edges shall be shaped and made smooth at the direction of the Engineer. Any vegetation that is damaged to such an extent as to destroy their value for landscape purposes shall be removed, disposed of, and shall be replaced by the contractor at no additional cost to the Town. Trees removed without prior approval by the Engineer are subject to fines under the Town's ordinance. Any grass or ground cover that is damaged shall be seeded and mulched or sodded by the Contractor at no additional cost to the Town.

Payment: Payment shall be at contract price per each location for "Channel Cleaning." This payment will be full compensation for all work covered by this special provision, including but not limited to all light equipment chainsaws, fuel, lubricants, cutting edges, all repairs, hauling and dump fees at a demolition landfill, and all other operating costs.

SP-08. Traffic Control

Maintenance of Traffic: The Contractor shall maintain traffic at all times. Should there be a need to close a lane of traffic on a street, prior approval of the Engineer is required and flagging in accordance with the MUTCD, CDOT Watch and NCDOT Specifications is required. No lane closures will be allowed during the hours of 6:00 AM – 9:00 AM and 4:00 PM – 7:00 PM without 48 hours prior notice and subject to the approval of the Engineer.

Traffic Control Signs: The Contractor shall furnish, erect, operate, relocate, maintain, and remove all traffic control devices necessary for controlling traffic in accordance with the plans and specifications except for the regulatory traffic control signs.

The Contractor is responsible for maintaining traffic within the various work areas. Reference is made to Division 11 in the NCDOT Standard Specifications.

Payment: Payment shall be made at the contract lump sum price for Traffic Control. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

SP-09. Locate and Adjust or Relocate Existing Water Valve, Meter, Vault, etc.

Description: The work in this section shall be conducted in accordance with Section 858 of the NCDOT Standard Specifications for Roads and Structures except that any additional traffic-rated valve covers that are warranted will be supplied and installed as part of this Special Provision.

Payment: Payment at the Contract per unit price for "Locate and Adjust or Relocate Ex. Water Valve" will be made for providing and placing all materials required for compliance with this Special Provision.

SP-10. Temporary Seeding

Description: This work shall consist of furnishing and installing all temporary herbaceous seed and mulch for all areas disturbed by construction as directed by the Engineer or as needed to comply with State and local regulations. Temporary seeding shall be completed within 24 hours of completion of grading activities in any work area.

Payment: There shall be no separate measure or payment for this item.

SP-11. Seeding and Mulching

Description: This work shall consist of furnishing and installing all herbaceous seed and mulch for all areas disturbed by construction as directed by the Engineer or as needed to comply with State and local regulations. All work covered in this special provision shall be in accordance with, and all materials shall conform to, the requirements of the Charlotte "Landscape Construction Standards" Landscape Planting and Seeding Section 04000.

Payment: Payment shall be made at the contract price per square yard for “Seeding and Mulching.”

SP-12. Structure and Pipe Removal

Description: Work covered by this special provision consists of the excavation and satisfactory disposal of cast-in-place concrete, brick masonry, block masonry, or precast concrete inlets, catch basins, junction boxes, spring boxes, manholes, and other minor drainage structures (excluding endwalls) that are to be removed for the construction of a new drainage structure or removed for the convenience of the Town and the work in this special provision includes, but is not limited to all elements of work in Section 340 "Pipe Removal" of the Standard Specifications with the exception of payment. Existing drainage structure and pipe shall be removed when directed by the Engineer. When traffic is to be maintained, the removal of the structure shall be done so that half the width of the roadway will be available to traffic. Existing structures and pipes shall be removed in such a manner that any nearby facilities will not be damaged. Disposal shall be in accordance with Section 802 in the Standard Specifications

Payment: No separate payment for structure or pipe removal shall be made. Payment for structure and pipe removal shall be included in the unit contract price for the new structure or pipe installed.

SP-13. Excavation for Pipe Collars and Pipe Installation

Description: This specification is to be used when the Contractor constructs pipe collars around existing pipe systems to repair joint or other existing pipe failures in excess of 5' in depth and the work covered by this special provision includes all elements of work covered by Section 300 Pipe Installation, Section 305 Drainage Pipe, Section 310, Section 330 Welded Steel Pipe. It is not to be used when the contractor is constructing pipe collars to connect existing pipe to new pipe or new pipe to new pipe. Work includes excavation, stock piling, removal, hauling or disposal of unsuitable material, placement, compaction of soil and all shoring needed. When the excavated soil is determined to be unsuitable by the Engineer, the Contractor will furnish, place and compact Borrow Excavation or Select Material in accordance with the appropriate measurement and payment specification for Borrow Excavation or Select Material. When suitable local material is available and used to backfill any part of the pipe collar excavation, there will be no separate measurement or payment for the local material incorporated into the completed and accepted excavation.

Payment: No separate payment for excavation for pipe collars and pipe installation shall be made. Payment for structure and pipe removal shall be included in the unit contract price for the pipe collar or pipe installed.

SP-14. Pipe Tie-In

Description: This special provision consists of all labor, equipment and materials needed to construct joints and connections of new pipe to existing endwalls and other existing drainage

structures as may be necessary to complete the work shown on the drawings or as directed by the Engineer. The materials shall meet the requirements as defined by Section 840-2, materials for Minor Drainage Structures. The work shall be performed in accordance with the provisions of Section 840-3 Minor Drainage Structures of the Standard Specifications.

Payment: No separate payment for excavation for pipe tie-in shall be made. Payment for structure and pipe removal shall be included in the unit contract price for the structure or pipe installed.

ADDENDUM NUMBER 1 TO THE BID DOCUMENTS

Date: March 28, 2019

STORMWATER CONTRACT WORK

A. This Addendum shall be considered part of the bid documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Addendum shall govern and take precedence.

B. Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

Except as described below, the original bid document remains unchanged. The bid documents are modified and/or clarified, as follows:

- 1. SP-05 Channel Cleaning:** This special provision is to clear a short section of channel debris (less than 10 LF of debris/blockage) and hauling the debris offsite to proper disposal. Longer lengths of channel clearing are covered under item SP-04 Ditch Excavation and/or Ditch Regrading. This item can be paid in addition to SP-04 if a significant blockage is discovered during ditch regrading as directed by the Engineer.
- 2. Line item 13 – Drainage Inlet:** This item includes removal and rebuilding an existing drainage inlet. Demolition of the existing inlet and hauling material offsite for proper disposal shall be included in the line item cost. Existing frame and grate shall be reused.
- 3. Line item 14 – Drainage Inlet including Grate and Frame:** This item is for a new drainage inlet. Excavation, materials to build the box, the frame and grate, and backfill shall be included in this line item.

If you need further information, please contact Susan Habina Woolard shwoolard@matthewsnc.gov or 704-708-1243.

Susan Habina Woolard, PE
Town of Matthews Town Engineer