

Town of Oriental
507 Church Street
Post Office Box 472
Oriental, NC 28571

SOLICITATION

COUNTY PAMLICO
ROUTE MARITIME ROAD AND WHITE FARM ROAD
DESCRIPTION PAVEMENT REPAIR AND OVERLAY

BIDS SOLICITED: **December 21, 2020**

BIDS OPENED: **January 11, 2020**

REQUEST FOR PROPOSAL FOR PAVEMENT REPAIR AND OVERLAY OF MARITIME ROAD AND WHITE FARM ROAD IN ORIENTAL, NC

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by the Town, which proposal, plans and specifications show the details covering this project, and hereby become a part of this contract.

The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2018* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the construction and work included in this contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Town Manager.

If the proposal is accepted and the award is made, the contract is valid only when signed by the Town Manager or such other person as may be designated by the Town Board in Oriental, to sign for the Town of Oriental. The conditions and provisions herein cannot be changed except over the signature of the said Town Manager.

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 Town 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 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 for the contract.

Accompanying this bid is a bid bond secured by a corporate surety, or certified check payable to the order of the Town of Oriental, for five percent of the total bid price, which deposit is to be forfeited as liquidated damages in case this bid is accepted and the Bidder shall fail to provide the required payment and performance bonds with the Town under the condition of this proposal, within 14 calendar days after the written notice of award is received by him, as provided in the Standard Specifications; otherwise said deposit will be returned to the Bidder.

NO SCALED DRAWING is included with the RFP, and Bidders are encouraged to make a site visit and inquiries prior to submitting bids.

INSTRUCTION TO BIDDERS

**PLEASE READ ALL INSTRUCTIONS
CAREFULLY BEFORE
PREPARING AND
SUBMITTING YOUR BID**

PROJECT SPECIAL PROVISIONS

GENERAL

DESCRIPTION:

This contract is for full-depth patching, resurfacing and dressing up shoulders on Maritime Road and White Farm Road.

BOND REQUIREMENTS:

(06-01-16)

102-8, 102-10

SPD 01-420A

- A. **Bid Bond:** A Bid Bond is required in accordance with Article 102-10 of the *2018 Standard Specifications for Roads and Structures*.

NORTH CAROLINA STATE LAW (G.S. 143-129) REQUIRES THAT ALL BIDS BE ACCOMPANIED BY A BID DEPOSIT. (*Please note carefully*)

No proposal shall be considered or accepted unless at the time of its filing the same shall be accompanied by a deposit in cash, cashier's check or certified check on same bank or trust company insured by the Federal Deposit Insurance Corporation in an amount of **not less than five percent (5%)** of the proposal. In lieu of making a cash deposit, bidders may file a bid bond duly executed by a cooperate surety licensed under the laws of North Carolina to execute such bonds.

This deposit may be retained by the Town of Oriental if the successful bidder fails to execute the bid obligation or fails to give satisfactory surety as required herein.

Money orders, uncertified checks, etc., are not acceptable as bid deposits.

Unsigned bids and bids with incorrect bid deposits cannot be considered.

Bid deposits of unsuccessful bidders will be returned as soon as the contract is awarded.

- B. **Performance Bond:** Contract Payment and Performance Bonds are required in accordance with Article 103-7 of the *2018 Standard Specifications for Roads and Structures*. Performance bond must be in full amount (100%) of the contract and guarantee the faithful performance of the contract in the form prescribed by the Town.

The bond shall be executed by a surety company **authorized to do business in North Carolina.** In lieu of the bond, cash, government securities or a certified check in the full amount of the

contract (100%) may be deposited. Such deposit shall be filed within 30 days from date of awarding contract.

It shall be the responsibility of the bidder to cover the cost of the performance bond in his bid. The Town will not pay an additional amount at a later date for the bond.

The Town Board may waive the requirement for a performance bond once bids are received. In this event, the bidder must deduct the cost of the performance bond from the original bid figure.

The bidder should assume that a performance bond will be required unless otherwise indicated in the instruction to bidders.

CONTRACT TIME AND LIQUIDATED DAMAGES:

(4-17-12)

108

SP1 G07 C

Contract Completion: 60 days from the date of contract award.

The liquidated damages for this contract are **Five Hundred Dollars (\$500) per calendar day.**

DAY AND TIME RESTRICTIONS

After 9PM Monday to Saturday, Anytime Sunday

The liquidated damages for this contract are **Two Hundred Dollars (\$200) PER HOUR or any part thereof.**

PERMANENT VEGETATION ESTABLISHMENT:

(2-16-12)

104

SP1 G16

Establish a permanent stand of the vegetation mixture shown in the contract. During the period between initial vegetation planting and final project acceptance, perform all work necessary to establish permanent vegetation on all erodible areas within the project limits, as well as, in borrow and waste pits. This work shall include erosion control device maintenance and installation, repair seeding and mulching, supplemental seeding and mulching, mowing, and fertilizer topdressing, as directed. All work shall be performed in accordance with the applicable section of the latest version of the *NCDOT Standard Specifications*. All work required for initial vegetation planting shall be performed as a part of the work necessary for the completion and acceptance of the Intermediate Contract Time (ICT). Between the time of ICT and Final Project acceptance, or otherwise referred to as the vegetation establishment period, the Department will be responsible for preparing the required National Pollutant Discharge Elimination System (NPDES) inspection records.

Once the Town Manager has determined that the permanent vegetation establishment requirement has been achieved at an 80% vegetation density (the amount of established vegetation per given area to

stabilize the soil) and no erodible areas exist within the project limits, the Contractor will be notified to remove the remaining erosion control devices that are no longer needed. The Contractor will be responsible for and shall correct any areas disturbed by operations performed in permanent vegetation establishment and the removal of temporary erosion control measures, whether occurring prior to or after placing traffic on the project.

Payment for *Response for Erosion Control, Seeding and Mulching, Repair Seeding, Supplemental Seeding, Mowing, Fertilizer Topdressing, Silt Excavation, and Stone for Erosion Control* will be line items will be paid in accordance with Articles 104-7 or 104-3 of the *2018 NCDOT Standard Specifications*. No additional compensation will be made for maintenance and removal of temporary erosion control items.

SCHEDULE OF ESTIMATED COMPLETION PROGRESS:

The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the *2018 NCDOT Standard Specifications*. Any acceleration of the progress as shown by the Contractor's progress schedule over the progress as shown above shall be subject to the approval of the Town Manager.

STANDARD SPECIAL PROVISION

MINIMUM WAGES

(7-21/09)

Z-5

FEDERAL: The Fair Labor Standards Act provides that with certain exceptions every employer shall pay wages at the rate of not less than SEVEN DOLLARS AND TWENTY-FIVE CENTS (\$7.25) per hour.

STATE: The North Carolina Minimum Wage Act provides that every employer shall pay to each of his employees, wages at a rate of not less than SEVEN DOLLARS AND TWENTY-FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all skilled labor employed on this contract shall be SEVEN DOLLARS AND TWENTY-FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all intermediate labor employed on this contract shall be SEVEN DOLLARS AND TWENTY-FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all unskilled labor employed on this contract shall be SEVEN DOLLARS AND TWENTY-FIVE CENTS (\$7.25) per hour.

This determination of the intent of the application of this act to the contract on this project is the responsibility of the Contractor.

The Contractor shall have no claim against the Town for any changes in the minimum wage laws, Federal or State Laws affecting his contract.

STANDARD SPECIAL PROVISION

TITLE VI AND NONDISCRIMINATION

(6-28-77)(Rev 6-19-2018)

Z-6

Revise the *2018 NCDOT Standard Specifications* as follows:

Replace Article 103-4(B) with the following:

The Town is committed to carrying out the U.S. Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts.

The provisions of this section related to United States Department of Transportation (USDOT) Order 1050.2A, Title 49 Code of Federal Regulations (CFR) part 21, 23 United States Code (U.S.C.) 140 and 23 CFR part 200 (or 49 CFR 303, 49 U.S.C. 5332 or 49 U.S.C. 47123) are applicable to all North Carolina Department of Transportation (NCDOT) contracts and in all related subcontracts, material supply, engineering, architectural and other service contracts, regardless of dollar amount. Any Federal provision that is specifically required not specifically set forth is hereby incorporated by reference.

(1) Title VI Assurances (USDOT Order 1050.2A, Appendix A)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(a) Compliance with Regulations

The contractor (hereinafter includes consultants) shall comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(b) Nondiscrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(c) Solicitations for Subcontractors, Including Procurements of Materials and Equipment

In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(d) Information and Reports

The contractor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the

exclusive possession of another who fails or refuses to furnish the information, the contractor shall so certify to the Recipient or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance

In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it and/or the FHWA may determine to be appropriate, including, but not limited to:

(i) Withholding payments to the contractor under the contract until the contractor complies; and/or

(ii) Cancelling, terminating, or suspending a contract, in whole or in part.

(f) Incorporation of Provisions

The contractor shall include the provisions of paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor shall take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

(2) **Title VI Nondiscrimination Program (23 CFR 200.5(p))**

The Town of Oriental has assured FEMA and NCDPS that, as a condition to receiving federal and state financial assistance, the Town will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by Title 49 CFR part 21 and related nondiscrimination authorities to ensure that no person shall, on the ground of race, color, national origin, limited English proficiency, sex, age, or disability (including religion/creed or income level, where applicable), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs, activities, or services conducted or funded by the Town. Contractors and other organizations under contract or agreement with the Town must also comply with Title VI and related authorities, therefore:

(a) During the performance of this contract or agreement, contractors (e.g. subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT's Title VI Program. Contractors are not required to prepare or submit Title VI Programs. To comply with this section, the prime contractor shall:

1. Physically incorporate the required Title VI clauses into all subcontracts on federally assisted and state-funded projects and ensure inclusion by subcontractors into all lower-tier subcontracts.
2. Required Solicitation Language. The Contractor shall include the following notification in all solicitations for bids and requests for work or material, regardless of funding source: "The North Town of Oriental, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. In accordance with other related nondiscrimination

authorities, bidders and contractors will also not be discriminated against on the grounds of sex, age, disability, low-income level, creed/religion, or limited English proficiency in consideration for an award."

3. Physically incorporate the FHWA-1273, in its entirety, into all subcontracts and subsequent lower-tier subcontracts on Federal-aid highway construction contracts only.
 4. Provide language assistance services (i.e., written translation and oral interpretation), free of charge, to LEP employees and applicants. Contact Town of Oriental Town Manager for further assistance, if needed.
- (b) If reviewed or investigated by the Town, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by the Town. (23 CFR 200.9(b)(15))
- (c) The Contractor is responsible for notifying subcontractors of the Town's External Discrimination Complaints Process.
1. Applicability
Title VI and related laws protect participants and beneficiaries (e.g., members of the public and contractors) from discrimination by Town employees, subrecipients and contractors, regardless of funding source.
 2. Eligibility
Any person – or class of persons – who believes he/she has been subjected to discrimination based on race, color, national origin, Limited English Proficiency (LEP), sex, age, or disability (and religion in the context of employment, aviation, or transit) may file a written complaint. The law also prohibits intimidation
 3. Time Limits and Filing Options
Complaints may be filed by the affected individual(s) or a representative and must be filed not later than 180 days after the following:
 - (i) The date of the alleged act of discrimination; or
 - (ii) The date when the person(s) became aware of the alleged discrimination; or
 - (iii) Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.Title VI and related discrimination complaints may be submitted to the following entities:
Town of Oriental, PO Box 472, Oriental, NC 28571; 252-249-0555
 4. Format for Complaints
Complaints must be in writing and signed by the complainant(s) or a representative, and include the complainant's name, address, and telephone number. Complaints received by fax or email will be acknowledged and processed. Allegations received by telephone will be reduced to writing and Complaints will be accepted in other languages, including Braille.
 5. Discrimination Complaint Form
Contact the Town of Oriental to receive a full copy of the Discrimination Complaint Form and procedures.
 6. Complaint Basis
Allegations must be based on issues involving race, color, national origin (LEP), sex, age, disability, or religion (in the context of employment, aviation or transit). "Basis" refers to the complainant's membership in a protected group category.

**TABLE 103-1
COMPLAINT BASIS**

Protected Categories	Definition	Examples	Applicable Nondiscrimination Authorities
Race and Ethnicity	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200; 49 U.S.C. 5332(b); 49 U.S.C. 47123. <i>(Executive Order 13166)</i>
Color	Color of skin, including shade of skin within a racial group	Black, White, Brown, Yellow, etc.	
National Origin (<i>Limited English Proficiency</i>)	Place of birth. Citizenship is not a factor. (<i>Discrimination based on language or a person's accent is also covered</i>)	Mexican, Cuban, Japanese, Vietnamese, Chinese	
Sex	Gender: The sex of an individual. <i>Note:</i> Sex under this program does not include sexual orientation.	Women and Men	1973 Federal-Aid Highway Act; 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Age	Persons of any age	21-year-old person	Age Discrimination Act of 1975 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990
Religion (in the context of employment) (<i>Religion/Creed in all aspects of any aviation or transit related construction</i>)	An individual belonging to a religious group; or the perception, based on distinguishable characteristics that a person is a member of a religious group. In practice, actions taken as a result of the moral and ethical beliefs as to what is right and wrong, which are sincerely held with the strength of traditional religious views. <i>Note:</i> Does not have to be associated with a recognized religious group or church; if an individual sincerely holds to the belief, it is a protected religious practice.	Muslim, Christian, Sikh, Hindu, etc.	Title VII of the Civil Rights Act of 1964; 23 CFR 230; FHWA-1273 Required Contract Provisions. (49 U.S.C. 5332(b); 49 U.S.C. 47123)

(3) Pertinent Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 48 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal aid programs and projects);
- (c) Federal aid Highway Act of 1973, (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;
- (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), (prohibits discrimination on the basis of age);
- (f) Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- (g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- (h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. § 12131-12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- (i) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- (k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- (l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et. seq.);
- (m) Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et. seq., Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, religion, sex, or national origin).

STANDARD SPECIAL PROVISIONS

ON-THE-JOB TRAINING

(10-16-07)(Rev. 4-21-15)

Z-10

Description

On-the-job training shall meet the requirements of 23 CFR 230.107(b), 23 U.S.C. – Section 140, this provision and the On-the-Job Training Program Manual.

The OJT Program will allow a contractor to train employees on Federal, State and privately funded projects located in North Carolina.

Minorities and Women

Developing, training and upgrading of minorities and women toward journeyman level status is a primary objective of this special training provision. Accordingly, the Contractor shall make every effort to enroll minority and women trainees to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

Training Classifications

The Contractor shall provide on-the-job training aimed at developing full journeyman level workers in the construction craft/operator positions. Preference shall be given to providing training in the following skilled work classifications:

Equipment Operators	Office Engineers
Truck Drivers	Estimators
Carpenters	Iron/Reinforcing Steel Workers
Concrete Finishers	Mechanics
Pipe Layers	Welders

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman level status or in which they have been employed as a journeyman.

Records and Reports

Upon completion and graduation of the program, the Contractor shall provide each trainee with a certification Certificate showing the type and length of training satisfactorily completed.

Trainee Wages

Contractors shall compensate trainees on a graduating pay scale based upon a percentage of the prevailing minimum journeyman wages (Davis-Bacon Act). Minimum pay shall be as follows:

60 percent of the journeyman wage for the first half of the training period

75 percent of the journeyman wage for the third quarter of the training period
 90 percent of the journeyman wage for the last quarter of the training period

In no instance shall a trainee be paid less than the local minimum wage. The Contractor shall adhere to the minimum hourly wage rate that will satisfy the NC Department of Labor (NCDOL).

Measurement and Payment

No compensation will be made for providing required training in accordance with these contract documents.

SEDIMENTATION AND EROSION CONTROL

STABILIZATION REQUIREMENTS:

(3-11-16)

S-2

Stabilization for this project shall comply with the time frame guidelines as specified by the NCG-010000 general construction permit effective August 1, 2016 issued by the North Carolina Department of Environmental Quality Division of Water Resources. Temporary or permanent ground cover stabilization shall occur within 7 calendar days from the last land-disturbing activity, with the following exceptions in which temporary or permanent ground cover shall be provided in 14 calendar days from the last land-disturbing activity:

- Slopes between 2:1 and 3:1, with a slope length of 10 ft. or less

The stabilization time frame for High Quality Water (HQW) Zones shall be 7 calendar days with no exceptions for slope grades or lengths. High Quality Water (HQW) Zones are defined by North Carolina Administrative Code 15A NCAC 04A.0105 (25). Temporary and permanent ground cover stabilization shall be achieved in accordance with the provisions in this contract and as directed.

SEEDING AND MULCHING:

(East Crimp)

The kinds of seed and fertilizer, and the rates of application of seed, fertilizer, and limestone, shall be as stated below. During periods of overlapping dates, the kind of seed to be used shall be determined. All rates are in pounds per acre.

All Roadway Areas

50#	Tall Fescue	50#	Tall Fescue
10#	Centipede	10#	Centipede
25#	Bermudagrass (hulled)	35#	Bermudagrass (unhulled)
500#	Fertilizer	500#	Fertilizer
4000#	Limestone	4000#	Limestone

All areas seeded and mulched shall be tacked with asphalt. Crimping of straw in lieu of asphalt tack shall not be allowed on this project.

CRIMPING STRAW MULCH:

Crimping shall be required on this project adjacent to any section of roadway where traffic is to be maintained or allowed during construction. In areas within six feet of the edge of pavement, straw is to be applied and then crimped. After the crimping operation is complete, an additional application of straw shall be applied and immediately tacked with a sufficient amount of undiluted emulsified asphalt.

Straw mulch shall be of sufficient length and quality to withstand the crimping operation.

Crimping equipment including power source shall be subject to the approval of the Town Manager providing that maximum spacing of crimper blades shall not exceed 8".

RESPONSE FOR EROSION CONTROL:

Description

Furnish the labor, materials, tools and equipment necessary to move personnel, equipment, and supplies to the project necessary for the pursuit of any or all of the following work as shown herein, by an approved subcontractor.

Section	Erosion Control Item	Unit
1605	Temporary Silt Fence	LF
1606	Special Sediment Control Fence	LF/TON
1615	Temporary Mulching	ACR
1620	Seed - Temporary Seeding	LB
1620	Fertilizer - Temporary Seeding	TN
1631	Matting for Erosion Control	SY
SP	Coir Fiber Mat	SY
1640	Coir Fiber Baffles	LF
SP	Permanent Soil Reinforcement Mat	SY
1660	Seeding and Mulching	ACR
1661	Seed - Repair Seeding	LB
1661	Fertilizer - Repair Seeding	TON
1662	Seeding - Supplemental Seeding	LB
1665	Fertilizer Topdressing	TON
SP	Safety/Highly Visible Fencing	LF
SP	Response for Erosion Control	EA

Construction Methods

Provide an approved subcontractor who performs an erosion control action as described in the NPDES Inspection Form SPPP30. Each erosion control action may include one or more of the above work items.

Measurement and Payment

Payment will be made under lump sum as in bid sheet.

WORK ZONE TRAFFIC CONTROL GENERAL REQUIREMENTS

TEMPORARY TRAFFIC CONTROL (TTC):

(7-16-13) (Rev. 1-16-18)

RWZ-1

Maintain traffic in accordance with Divisions 10, 11 and 12 of the *NCDOT 2018 Standard Specifications* and the following provisions:

Install Work Zone Advance Warning Signs "ROAD CLOSED" in accordance with the drawing provided in these plans prior to beginning any other work. Refer to Standard Drawing No. 1101.02, 1101.11, 1110.01, 1110.02, 1130.01, 1135.01 and 1180.01 of the *NCDOT 2018 Roadway Standard Drawings*.

Roads must remain open to traffic during construction operations.

No direct payment will be made for Temporary Traffic Control as this work will be considered incidental to the other Pay Items in this contract.

RESURFACING OPERATIONS:

(7-15-14)

RWZ-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 Town Manager at the first pre-construction meeting. Refer to the Provisions, Typical and Details in this contract unless otherwise directed by the Town Manager.

Maintain vehicular access in accordance with Article 1101-05 of the *NCDOT 2018 Standard Specifications* using suitable backfill material approved by the Town Manager.

ASPHALT CONCRETE PLANT MIX PAVEMENTS:

(2-20-18) (Rev. 1-15-19)

610, 1012

SP6R65

Place asphalt in accordance with *NCDOT 2018 Standard Specifications*.

PATCHING EXISTING PAVEMENT:

(1-15-02) (Rev. 3-11-18)

610

SP6 R88R

Description

The Contractor's attention is directed to the fact that there are areas of existing pavement on this project that will require repair prior to resurfacing. Patching the areas that, in the opinion of the Town Manager, need repairing. The areas to be patched will be delineated by the Town Manager prior to the Contractor performing repairs.

Materials

The patching consists of 6" full-depth B25.0B with 2" S9.5B Overlay.

Construction Methods

Remove existing pavement at locations directed by the Town Manager in accordance with Section 250 of the *NCDOT 2018 Standard Specifications*.

Place 6" full-depth B25.0B with 2" S9.5B Overlay.

Measurement and Payment

Patching existing pavement will be paid for under the line item 6" full-depth B25.0B patching at the per ton rate.

BID FORM

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

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance of the work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground utilities) which have been identified.
- E. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the work at the price(s) bid and withing the times and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by owner and others at the site that relates to the work as indicated in the Bidding Documents.
- G. Bidder has correlated the information known to bidder, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data within the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the work for which this bid is submitted.
- J. Bidder will submit written evidence of its authority to do business in the state where the project is located not later than the date of its execution of the Agreement.

Basis of Bid:

Bidder will complete the work in accordance with the Contract Documents for the price(s) listed in the following Bid Schedule:

Item No.	Description	Est. Quantity	UOM	Unit Price	Total
1	Mobilization (3% max of Bid)	1	LS	\$	\$
2	6" Full-Depth B25.0B Patching	450	TN	\$	\$
3	2" S9.5B Resurfacing	1000	TN	\$	\$
4	Build Shoulders	7500	LF	\$	\$
5	Seeding	4800	SY	\$	\$
Grand Total of Bid:					\$

Unit Prices for Undercut and Backfill, if required:

- a. Undercut Excavation \$ _____/CY
- b. Select Fill \$ _____/CY

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of bids, and final payment for all unit price bid items will be based on actual quantities, determined as provided in the contract documents.

Bid Submittal:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

Sate of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature – attached evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Date of Qualification to do business in North Carolina is ___/___/_____

Bidder's Business Address: _____

Phone: _____ Fax: _____

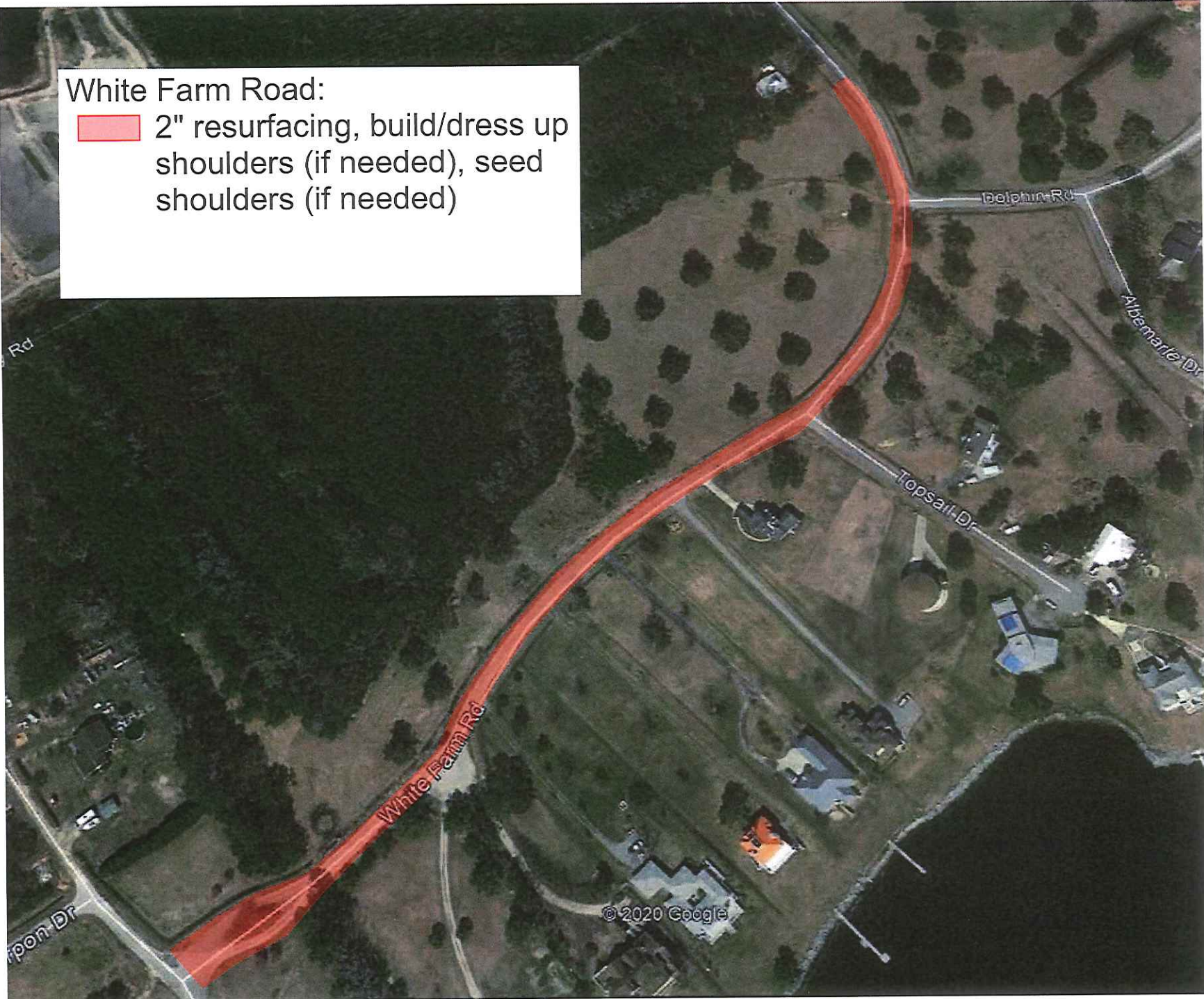
Email: _____

Submitted on: _____, 20__

State Contractor License No. _____ (if applicable)

White Farm Road:

- 2" resurfacing, build/dress up shoulders (if needed), seed shoulders (if needed)



Maritime Drive:

- full-depth patching as directed by Town Manager, 2" resurfacing, build/dress up shoulders (if needed), seed shoulders (if needed)

