

STANDARD FORM OF INFORMAL CONTRACT AND GENERAL CONDITIONS

FOR

HOPE MILLS ROAD REPAIR – EAST PATTERSON DRIVE TOWN OF HOPE MILLS CUMBERLAND COUNTY, NORTH CAROLINA

SCOPE OF WORK

REPAIRING A SLOPE FAILURE ON EAST PATTERSON DRIVE AS SHOWN IN CONSTRUCTION DRAWINGS.

LUMP SUM BID

1. THE LUMP SUM BID SHALL BE FULL COMPENSATION FOR PROVIDING LABOR AND MATERIALS TO COMPLETE THE SCOPE OF WORK AS DEFINED ABOVE AND ON THE CONSTRUCTION DRAWINGS.
2. GENERAL PROJECT SCOPE COMPONENTS
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO SITE FEATURES AND UTILITIES NOT SHOWN TO BE REMOVED. ANY DAMAGE SHALL BE REPAIRED TO ALL APPLICABLE STANDARDS AND SPECIFICATIONS AT NO ADDITIONAL EXPENSE TO OWNER.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SITE PREPARATION INCLUDING ANY NECESSARY TREE/SHRUB AND STUMP REMOVAL. VEGETATION SHALL BE RE-ESTABLISHED AS DIRECTED IN THE PLANS ON BARE EARTH AREAS.
 - THE CONTRACTOR SHALL SUPPLY ALL MATERIALS UNLESS OTHERWISE STATED.
 - ANY REQUIRED TESTING WILL BE AT THE OWNER'S DISCRETION WITH OWNER PICKING THE TESTING COMPANY AND PAYING FOR THE INITIAL TESTS. ANY RETESTS NEEDED FOR CONTRACTOR TO MEET SPECS WILL BE AT THE EXPENSE OF THE CONTRACTOR AND WILL BE DONE BY THE ORIGINAL TESTING COMPANY.
 - ALL WORK SHALL BE COMPLETED AS DETAILED IN THE CONTRACT AND DRAWINGS UPON RECEIPT OF A NOTICE TO PROCEED DOCUMENT.
 - CONTRACT BID SHALL BE ON A LUMP SUM BASIS.
 - THE CONTRACT MAY BECOME NULL AND VOID IF THE WORK IS NOT PERFORMED WITHIN AGREED UPON DATES.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF ALL EQUIPMENT, DEBRIS, AND TRASH FROM SITE AT PROJECT CONSTRUCTION COMPLETION. DEBRIS AND TRASH DISPOSAL SITE SHALL BE APPROVED BY OWNER REPRESENTATIVE.
 - ALL WORK INCLUDED IN THIS CONTRACT SHALL BE COMPLETED PRIOR TO MARCH 23, 2018

- FOR EACH DAY IN EXCESS OF THE ABOVE NUMBER OF DAYS, THE CONTRACTOR SHALL PAY THE OWNER THE AMOUNT OF _____ \$250 DOLLARS AS LIQUIDATED DAMAGES.
- CONTRACTOR SHALL SUBMIT ATTACHED MBE PARTICIPATION FORMS WITH BID AND WITH FINAL PAY APPLICATION AT THE END OF THE PROJECT.
- SEALED BIDS WILL BE ACCEPTED AND MUST BE SENT TO OR DELIVERED TO

TOWN OF HOPE MILLS
ATTENTION: MR. HECTOR CRUZ, PUBLIC WORKS DIRECTOR
5770 ROCKFISH ROAD
HOPE MILLS, NC 28348

- SEALED BID MUST BE RECEIVED BEFORE THE BID OPENING OF JANUARY 16, 2018 AT 1:30 PM.
- CONTRACTOR SHALL FURNISH PERFORMANCE AND PAYMENT BOND EXECUTED BY A SURETY COMPANY AUTHORIZED TO DO BUSINESS IN NORTH CAROLINA. THE BONDS SHALL BE IN THE FULL CONTRACT AMOUNT. BONDS SHALL BE EXECUTED IN THE FORMS INCLUDED WITH THIS INFORMAL CONTRACT (FORMS 307 & 308). AN AUTHORIZED AGENT OF THE BONDING COMPANY WHO IS LICENSED TO DO BUSINESS IN NORTH CAROLINA SHALL COUNTERSIGN ALL BONDS.
- THE CUTOFF DATE FOR QUESTIONS IS 5:00 PM ON JANUARY 11, 2018. AN ADDENDUM, IF REQUIRED, WILL BE ISSUED ON JANUARY 12, 2018. QUESTIONS MAY BE EMAILED TO MARK HAMLETT, PE AT MARK.HAMLETT@MCGILLENGINEERS.COM. NO PRE-BID MEETING WILL BE HELD.
- SEE GENERAL CONDITION 26 FOR ADDITIONAL INFORMATION ON MBE REQUIREMENTS AND AFFIDAVITS REQUIRED FOR SUBMISSION.

NOTICE TO BIDDERS

Sealed bid for this work will be received by:

**Town of Hope Mills
Attn: Mr. Hector Cruz, Public Works Director
5770 Rockfish Road
Hope Mills, NC 28348**

up to **1:30 PM**, on *January 16, 2018* and immediately thereafter privately opened. Complete plans and specification and contract documents can be obtained from the above listed address and contact information.

Contractors are hereby notified that they must have proper license under the State laws governing their respective trades and that North Carolina General Statute 87 will be observed in receiving and awarding contracts.

No bid may be withdrawn after the opening of bids for a period of 30 days. The Owner reserves the right to reject any or all bids and waive informalities. Bids shall be made only on the BID/ACCEPTANCE form provided herein with all blank spaces for bids properly filled in and all signatures properly executed.

Please note on the envelope – **Bid : Attn:** Hector Cruz

*Hope Mills Road Repair – East Patterson Drive
(Bid Date)
(Contractor)
(License Number)*

BID/ACCEPTANCE FORM
HOPE MILLS ROAD REPAIR – EAST PATTERSON DRIVE
TOWN OF HOPE MILLS
CUMBERLAND COUNTY, NORTH CAROLINA

We are in receipt of Addendum _____ 1 _____ 2 _____ 3 _____ 4

The undersigned, as bidder, proposes and agrees if this bid is accepted to contract with the *Town of Hope Mills, North Carolina* for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete accordance with plans, specifications, and contract documents, and to the full and entire satisfaction of the *Town of Hope Mills* for the sum of:

LUMP SUM BID: _____ **Dollars \$** _____

Respectively submitted this _____ day of _____ 20____

(Contractor's Name)

Federal ID#: _____

By: _____

Witness: _____

Title: _____

(Owner, partner, corp. Pres. Or Vice President)

(Proprietorship or Partnership)

Address: _____

Attest: (corporation)

Email Address: _____

(Corporate Seal)

By: _____ License #: _____

Title: _____

(Corporation, Secretary./Ass't Secretary.)

GENERAL CONDITIONS

1. GENERAL

It is understood and agreed that by submitting a bid that the Contractor has examined these contract documents, drawings and specifications and has visited the site of the Work, and has satisfied himself relative to the Work to be performed.

2. DEFINITIONS

Owner: "Owner" shall mean, The Town of Red Springs, North Carolina

Contractor: "Contractor" shall mean the entity that will provide the services for the Owner.

Designer: The **designer(s)** are those referred to within this contract, or their authorized representatives. The Designer(s), as referred to herein, shall mean architect and/or engineer responsible for preparing the project plans and specifications. They will be referred to hereinafter as if each were of the singular number, masculine gender.

Contract Documents: "Contract Documents" shall consist of the Notice to Bidders; General Conditions of the Contract; special conditions if applicable; Supplementary General Conditions; the drawing and specifications, including all bulletins, addenda or other modifications of the drawings and specifications incorporated into the documents prior to their execution; the bid; the contract; the performance bond if applicable; and insurance certificates. All of these items together form the contract.

INTENT AND EXECUTION OF DOCUMENTS

The drawings and specifications are complementary, one to the other. That which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a complete job. In case of discrepancy or disagreement in the Contract Documents, the order of precedence shall be: Form of Contract, specifications, large-scale detail drawings, small-scale drawings.

In such cases where the nature of the work requires clarification by the Designer/ Owner, the Designer/ Owner shall furnish such clarification. Clarifications and drawings shall be consistent with the intent of the Contract Documents, and shall become a part thereof.

4. AS-BUILT MARKED-UP CONSTRUCTION DOCUMENTS

Contractor shall provide one complete set of legible "as-built" marked-up construction drawings and specifications recording any and all changes made to the original design during the course of construction. In the event no changes occurred, submit construction drawings and specifications set with notation "No Changes." The Designer/Owner must receive "As-built" marked-up construction drawings and specifications before the final pay request can be processed.

5. SUBMITTAL DATA

The Contractor awarded the contract shall submit all specified submittals to the Owner/Designer. A minimum number of copies as specified by the owner, of all required submittal data pertaining to construction, performance and general dimensional criteria of the components listed in the technical specifications shall be submitted. No material or equipment shall be ordered or installed prior to written approval of the submittals by the Designer/Owner. Failure to provide submittal data for review on equipment listed in the technical specifications will result in removal of equipment by the Contractor at his expense if the equipment is not in compliance with the specifications.

6. SUBSTITUTIONS

In accordance with the provisions of G.S. 133-3, material, product, or equipment substitutions proposed by the bidders to those specified herein can only be considered during the bidding phase until five (5) days prior to the receipt of bids or by the date specified in the pre bid conference (if one is held), when submitted to the Designer with sufficient data to confirm material, product, or equipment equality. Proposed substitutions submitted after this time will be considered only as potential change order.

Submittals for proposed substitutions shall include the following information:

- a. Name, address, and telephone number of manufacturer and supplier as appropriate.
- b. Trade name, model or catalog designation.
- c. Product data including performance and test data, reference standards, and technical descriptions of material, product, or equipment. Include color samples and samples of available finishes as appropriate.
- d. Detailed comparison with specified products including performance capabilities, warranties, and test results.
- e. Other pertinent data including data requested by the Designer to confirm product equality.

If a proposed material, product, or equipment substitution is deemed equal by the Designer to those specified, all bidders of record will be notified by Addendum.

7. WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE

The contractor shall maintain, in readable condition at his job site one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by the owner, designer or his authorized representative.

The contractor shall maintain at the job site, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on project drawings by the contractor and submitted to the designer upon project completion and no later than 30 days after acceptance of the project.

8. MATERIALS, EQUIPMENT, EMPLOYEES

- a. The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.
- b. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
- c. Upon notice, the contractor shall furnish evidence as to quality of materials.
- d. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any

product and manufacturer combination listed. However, the contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Request for substitution of materials, items, or equipment shall be submitted to the designer for approval or disapproval; the designer prior to the opening of bids shall make such approval or disapproval. Alternate materials may be requested after the award if it can clearly be demonstrated that it is an added benefit to the owner and the designer and owner approves.

- e. The designer is the judge of equality for proposed substitution of products, materials or equipment.
- f. If at any time during the construction and completion of the work covered by these contract documents, the language, conduct, or attire of any workman of the various crafts be adjudged a nuisance to the owner or designer, or if any workman be considered detrimental to the work, the contractor shall order such parties removed immediately from grounds.
- g. The Contractor shall cooperate with the designer and the owner in coordinating construction activities.
- h. The Contractor shall maintain qualified personnel and effective supervision at the site at all times during the project, and exercise the appropriate quality control program to ensure compliance with the project drawings and specifications. The designer is responsible for determining compliance with the drawings and specifications.

9. CODES, PERMITS AND INSPECTIONS

The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Designer in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising there from.

All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable. Where appropriate, the Contractor shall, cooperate with the county or municipal authorities by obtaining building permits at no cost additional to the owner.

When applicable, all fire alarm work shall be in accordance with the latest State Construction Office (SCO) *Guidelines for Fire Alarm Installation* (NFPA72). Where the contract documents are in conflict with the SCO guidelines, the SCO guidelines shall govern. The Contractor shall be responsible for all the costs for the correction of the work where he installs it in conflict with the latest edition of the SCO *Guidelines for Fire Alarm Installation*.

10. PROTECTION OF WORK, PROPERTY, THE PUBLIC AND SAFETY

- a. The contractors shall be jointly responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or designer, and by laws or ordinances governing such conditions. They shall be responsible for any damage to the owner's property or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. They shall be responsible for and pay for any damages caused to the owner. All contractors shall have access to the project at all times, except as indicated in the Supplemental General Conditions.
- b. Where applicable, the contractor shall provide cover and protect all portions of structures when the work is not in progress, provide and set all temporary roofs, covers for doorways, sash and windows, and all other materials necessary to protect all the work on the building, whether set by him, or any of the subcontractors. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the owner.

- c. No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the designer and owner.
- d. The contractor shall protect all trees and shrubs designated to remain in the vicinity of the operations by building substantial boxes around it. He shall barricade all walks, roads, etc., as directed by the designer to keep the public away from the construction. All trenches, excavations or other hazards in the vicinity of the work shall be well barricaded and properly lighted at night.
- e. The contractor shall provide all necessary safety measures for the protection of all persons on the job, including the requirements of the A.G.C. *Accident Prevention Manual in Construction*, as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.
- f. The contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, *Federal Register*), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
- i. In the event of emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, the contractor is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage. Any compensation claimed by the contractor on account of such action shall be determined as provided for under Article 13(b).
- j. Any and all costs associated with correcting damage caused to adjacent properties of the construction site or staging area shall be borne by the contractor. These costs shall include but not be limited to flooding, mud, sand, stone, debris, and discharging of waste products.

11. SUBCONTRACTS AND SUBCONTRACTORS

The Contractor is, and remains fully responsible for, his own acts or omissions as well as those of any subcontractor or of any employee of either. The Contractor agrees that no contractual relationship exists between the subcontractor and the Owner in regard to the contract, and that the subcontractor acts on this work as an agent or employee of the Contractor.

12. CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS

The Contractor agrees that the terms of these Contract Documents shall apply equally to each Subcontractor as to the Contractor, and the Contractor agrees to take such action as may be necessary to bind each Subcontractor to these terms. The Contractor further agrees to conform to the Code of Ethical Conduct as adopted by the Associated General Contractors of America, Inc., with respect to Contractor-Subcontractor relationships. The Owner reserves the right to limit the amount of portions of work to be subcontracted as hereinafter specified.

13. CHANGES IN THE WORK AND CLAIMS FOR EXTRA COST

- a. The owner may have changes made in the work covered by the contract. These changes will not invalidate and will not relieve or release the contractor from any guarantee given by him pertinent to the contract provisions. These changes will not affect the validity of the guarantee bond and will not relieve the surety or sureties of said bond. All extra work shall be executed under conditions of the original contract.
- b. Except in an emergency endangering life or property, no change shall be made by the contractor except upon receipt of approved_change order from the designer, countersigned by the owner authorizing such change. No claim for adjustments of the contract price shall be valid unless this procedure is followed. Should a claim for extra compensation by the contractor be denied by the designer or the owner, the contractor may pursue his claim in accordance with G.S. 143-135.3.

In the event of emergency endangering life or property, the contractor may be directed to proceed on a time and material basis whereupon the contractor shall proceed and keep accurately on such form as specified by the designer or owner, a correct account of costs together with all proper invoices, payrolls and supporting data. Upon completion of the work the change order will be prepared as outlined under either Method "c(1)" or Method "c(2)" or both.

- c. In determining the values of changes, either additive or deductive, contractors are restricted to the use of the following methods:
1. Where the extra work involved is covered by unit prices quoted in the proposal, or subsequently agreed to by the Contractor, Designer, Owner and State Construction Office the value of the change shall be computed by application of unit prices based on quantities, estimated or actual as agreed of the items involved, except in such cases where a quantity exceeds the estimated quantity allowance in the contract by one hundred percent (100%) or more. In such cases, either party may elect to proceed under subparagraph c (2) herein. If neither party elects to proceed under c (2), then unit prices shall apply.
 2. The contracting parties shall negotiate and agree upon the equitable value of the change prior to issuance of the change order, and the change order shall stipulate the corresponding lump sum adjustment to the contract price.
- d. Under Paragraph "b" and Methods "c(2)" above, the allowances for overhead and profit combined shall be as follows: all contractors (the single contracting entity (prime), his subcontractors (1st tier subs), or their sub-subcontractors (2nd tier subs, 3rd tier subs, etc.) shall be allowed a maximum of 10% on work they each self-perform; the prime contractor shall be allowed a maximum of 5% on contracted work of his 1st tier sub; 1st tier, 2nd tier, 3rd tier, etc. contractors shall be allowed a maximum of 2.5% on the contracted work of their subs. ; Under Method "c(1)", no additional allowances shall be made for overhead and profit. In the case of deductible change orders, under Method "c(2)" and Paragraph (b) above, the contractor shall include no less than five percent (5%) profit, but no allowances for overhead.
- e. The term "net cost" as used herein shall mean the difference between all proper cost additions and deductions. The "cost" as used herein shall be limited to the following:
1. The actual costs of materials and supplies incorporated or consumed as part of the work;
 2. The actual costs of labor expended on the project site; labor expended in coordination, change order negotiation, record document maintenance, shop drawing revision or other tasks necessary to the administration of the project are considered overhead whether they take place in an office or on the project site.
 3. The actual costs of labor burden, limited to the costs of social security (FICA) and Medicare/Medicaid taxes; unemployment insurance costs; health/dental/vision insurance premiums; paid employee leave for holidays, vacation, sick leave, and/or petty leave, not to exceed a total of 30 days per year; retirement contributions; worker's compensation insurance premiums; and the costs of general liability insurance when premiums are computed based on payroll amounts; the total of which shall not exceed thirty percent (30%) of the actual costs of labor;
 4. The actual costs of rental for tools, excluding hand tools; equipment; machinery; and temporary facilities required for the work;
 5. The actual costs of premiums for bonds, insurance, permit fees and sales or use taxes related to the work.

Overtime and extra pay for holidays and weekends may be a cost item only to the extent approved by the owner.

- f. Should concealed conditions be encountered in the performance of the work below grade, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the contract documents, the contract sum and time for completion may be equitably adjusted by change order upon claim by either party made within thirty (30) days after the condition has been identified. The cost of such change shall be arrived at by one of the foregoing methods. All change orders shall be supported by a unit cost breakdown showing method of arriving at net cost as defined above.
- g. Change orders shall be submitted by the contractor in writing to the owner/designer for review and approval. The contractor will provide such proposal and supporting_data in suitable format. The designer shall verify correctness. Delay in the processing of the change order due to lack of proper submittal by the contractor of all required supporting data shall not constitute grounds for a time extension or basis of a claim. Within fourteen (14) days after receipt of the contractor's accepted proposal including all supporting documentation required by the designer, the designer shall prepare the change order and forward to the contractor for his signature or otherwise respond, in writing, to the contractor's proposal. Within seven (7) days after receipt of the change order executed_by the contractor, the designer shall, certify the change order by his signature, and forward the change order and all supporting data to the owner for the owner's signature. The owner shall execute the change order, within seven (7) days of receipt.

At the time of signing a change order, the contractor shall be required to certify as follows:

"I certify that my bonding company will be notified forthwith that my contract has been changed by the amount of this change order, and that a copy of the approved change order will be mailed upon receipt by me to my surety."

- h. A change order, when issued, shall be full compensation, or credit, for the work included, omitted or substituted. It shall show on its face the adjustment in time for completion of the project as a result of the change in the work.
- i. If, during the progress of the work, the owner requests a change order and the contractor's terms are unacceptable, the owner, may require the contractor to perform such work on a time and material basis whereupon the contractor shall proceed and keep accurately on such form as specified by the Designer or owner, a correct account of cost together with all proper invoices, payrolls and supporting data. Upon completion of the work a change order will be prepared with allowances for overhead and profit per paragraph d. above and "net cost" and "cost" per paragraph e. above. Without prejudice, nothing in this paragraph shall preclude the owner from performing or to have performed that portion of the work requested in the change order.

14. ANNULMENT OF CONTRACT

If the contractor fails to begin the work under the contract within the time specified, or the progress of the work is not maintained on schedule, or the work is not completed within the time specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of said work, or shall perform the work unsuitably or shall discontinue the prosecution of the work, or if the contractor shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the work in an acceptable manner, the owner may give notice in writing, sent by certified mail, return receipt requested, to the contractor and his surety (if applicable) of such delay, neglect or default, specifying the same, and if the contractor within a period of seven (7) days after such notice shall not proceed in accordance therewith, then the owner shall, declare this contract in default, and, thereupon, the surety shall promptly take over the work and complete the performance of this contract in the manner and within the time frame specified. In the event the contractor, or the surety (if applicable) shall fail to take over the work to be done under this contract within seven (7) days after being so notified and notify the owner in writing, sent by certified mail, return receipt requested, that he is taking the same over and stating that he will diligently pursue and complete the same, the owner shall have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of said contractor, to appropriate or use any or all

contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement, either by public letting or negotiation, for the completion of said contract according to the terms and provisions thereof or use such other methods as in his opinion shall be required for the completion of said contract in an acceptable manner. All costs and charges incurred by the owner, together with the costs of completing the work under contract, shall be deducted from any monies due or which may become due said contractor and surety (if applicable). In case the expense so incurred by the owner shall be less than the sum which would have been payable under the contract, if it had been completed by said contractor, then the said contractor and surety (if applicable) shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the contract, then the contractor and the surety (if applicable) shall be liable and shall pay to the owner the amount of said excess.

15. TERMINATION FOR CONVENIENCE

- a. Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience, after notification to the contractor in writing via certified mail. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.
- b. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as approved by Owner; (3) plus ten percent (10%) of the cost of the balance of the work to be completed for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.

16. OWNER'S RIGHT TO DO WORK

If, during the progress of the work or during the period of guarantee, the contractor fails to prosecute the work properly or to perform any provision of the contract, the owner, after seven (7) days' written notice sent by certified mail, return receipt requested, to the contractor from the designer, may perform or have performed that portion of the work. The cost of the work may be deducted from any amounts due or to become due to the contractor, such action and cost of same having been first approved by the designer. Should the cost of such action of the owner exceed the amount due or to become due the contractor, then the contractor or his surety, or both, shall be liable for and shall pay to the owner the amount of said excess.

17. REQUESTS FOR PAYMENT

Contractor shall refer to the Supplemental General Conditions for specific directions on payment schedule, procedures and the name and address where to send applications for payments for this project. It is imperative that invoices be sent only to the above address in order to assure proper and timely delivery and handling.

The Designer/Owner will process all Contractor pay requests as the project progresses. The Contractor shall receive payment within thirty (30) consecutive days after Designer/Owner's approval of each pay request. Payment will only be made for work performed as determined by the Designer/Owner.

Retainage:

- a. Retainage withheld will not exceed 5% at any time.
- b. The same terms apply to general contractor and subcontractors alike.
- c. Following 50% completion of the project no further retainage will be withheld if the contractor/subcontractor has performed their work satisfactorily.
- d. Exceptions:
 1. Owner/Contractor can reinstate retainage if the contractor/subcontractor does not continue to perform satisfactorily.

2. Following 50% completion of the project, the owner is authorized to withhold additional retainage from a subsequent periodic payment if the amount of retainage withheld falls below 2.5%.

Final payment will be made within forty-five (45) consecutive days after acceptance of the work, receipt of marked-up "as-built" drawings and specifications and the submission both of notarized Contractor's affidavit and final pay request. All pay requests shall be submitted to the Designer/Owner for approval.

THE CONTRACTOR'S FINAL PAYMENT AFFIDAVIT SHALL STATE: "THIS IS TO CERTIFY THAT ALL COSTS OF MATERIALS, EQUIPMENT, LABOR, SUBCONTRACTED WORK, AND ALL ELSE ENTERING INTO THE ACCOMPLISHMENT OF THIS CONTRACT, INCLUDING PAYROLLS, HAVE BEEN PAID IN FULL."

18. PAYMENTS WITHHELD

The designer with the approval of the Owner may withhold payment for the following reasons:

- a. Faulty work not corrected.
- b. The unpaid balance on the contract is insufficient to complete the work in the judgment of the designer.
- c. To provide for sufficient contract balance to cover liquidated damages that will be assessed.
- d. The secretary of the Department of Administration may authorize the withholding of payment for the following reasons:
 - i. Claims filed against the contractor or evidence that a claim will be filed.
 - ii. Evidence that subcontractors have not been paid.

When grounds for withholding payments have been removed, payment will be released. Delay of payment due the contractor without cause will make owner liable for payment of interest to the contractor as provided in G.S. 143-134.1. As provided in G.S. 143-134.1(e), the owner shall not be liable for interest on payments withheld by the owner for unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against the owner or reasonable evidence that a third-party claim will be filed.

19. MINIMUM INSURANCE REQUIREMENTS

The work under this contract shall not commence until the contractor has obtained all required insurance and verifying certificates of insurance have been approved in writing by the owner. These certificates shall document that coverages afforded under the policies will not be cancelled, reduced in amount or coverages eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the owner of such alteration or cancellation. If endorsements are needed to comply with the notification or other requirements of this article copies of the endorsements shall be submitted with the certificates.

a. Worker's Compensation and Employer's Liability

The contractor shall provide and maintain, until final acceptance, workmen's compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$100,000.

b. Public Liability and Property Damage

The contractor shall provide and maintain, until final acceptance, comprehensive general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims

arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury: \$500,000 per occurrence
Property Damage: \$100,000 per occurrence / \$300,000 aggregate

In lieu of limits listed above, a \$500,000 combined single limit shall satisfy both conditions.

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the work performed under the contract.

c. Property Insurance (Builder's Risk/Installation Floater)

The contractor shall purchase and maintain property insurance until final acceptance, upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of the owner, the contractor, the subcontractors and sub-subcontractors in the work and shall insure against the perils of fire, wind, rain, flood, extended coverage, and vandalism and malicious mischief. If the owner is damaged by failure of the contractor to purchase or maintain such insurance, then the contractor shall bear all reasonable costs properly attributable thereto; the contractor shall effect and maintain similar property insurance on portions of the work stored off the site when request for payment per articles so includes such portions.

d. Deductible

Any deductible, if applicable to loss covered by insurance provided, is to be borne by the contractor.

e. Other Insurance

The contractor shall obtain such additional insurance as may be required by the owner or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits.

f. Proof of Carriage

The contractor shall furnish the owner with satisfactory proof of carriage of the insurance required before written approval is granted by the owner.

20. ASSIGNMENT

No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the Owner and solely as a convenience to the Contractor, the Owner may: (1) forward the Contractor's payment check directly to any person or entity designated by the Contractor, and (2) include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the Owner to anyone other than the Contractor, and the Contractor shall remain responsible for fulfillment of all contract obligations.

21. CLEANING AND RESTORATION OF SITE

The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the sites, and completely prepare the project and site for use by the Owner.

At the end of construction, the contractor shall oversee and implement the restoration of the construction site to its original state. Restoration includes but not limited to walks, drives, lawns, trees and shrubs, corridors, stairs and other elements shall be repaired, cleaned or otherwise restored to their original state.

22. GUARANTEE

The contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the owner.

Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the owner, within the manufacturer's warranty period.

Additionally, the owner may bring an action for latent defects caused by the negligence of the contractor, which is hidden or not readily apparent to the owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.

Guarantees for roofing workmanship and materials shall be stipulated in the specifications sections governing such roof, equipment, materials, or supplies.

23. STANDARDS

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector which customarily requires the label or re-examination listing or identification marking of appropriate safety standard organization, such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and State and federal requirements relating to clean air and water pollution.

All equipment and products must be independent third party tested and labeled (UL, FM, or CTS) before final connections to Owner services or utilities.

24. TAXES

- a. North Carolina and local sales tax and use tax, as required by law, do apply to materials used for the project and such costs shall be included in the bid proposal and contract sum. A sales tax reimbursement form shall be included with each pay request detailing any sales tax paid by the Contractor on supplies used for the project.

Similar certified statements by his subcontractors must be obtained by the general contractor and furnished to the claimant.

Contractors are not to include any tax paid on supplies, tools and equipment which they use to perform their contracts and should include only those building materials, supplies, fixtures and equipment which actually become a part of or annexed to the building or structure.

25. EQUAL OPPORTUNITY CLAUSE

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the secretary of Labor, are incorporated herein.

The contractor(s) agree not to discriminate against any employee or applicant for employment because of physical or mental disabilities in regard to any position for which the employee or applicant is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with such disabilities without discrimination based upon their physical or mental disability in all employment practices.

26. MINORITY BUSINESS PARTICIPATION

GS 143-128.2 establishes a ten percent (10%) goal for participation by minority business in total value of work for each State building project.

The contractor shall comply with the document *Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts* including Identification of Minority Business Participation, Affidavits A, B, C, and D, and Appendix E. These forms provided herein are hereby incorporated and made a part of this contract. The Contractor shall complete the appropriate Affidavits and include them with their bid.

27. ACCESS TO PERSONS AND RECORDS

The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by the Owner in accordance with General Statute 147-64.7. The Owner's internal auditors shall also have the right to access and copy the Contractor's records relating to the Contract and Project during the term of the Contract and within two years following the completion of the Project/close-out of the Contract to verify accounts, accuracy, information, calculations and/or data affecting and/or relating to Contractor's requests for payment, requests for change orders, change orders, claims for extra work, requests for time extensions and related claims for delay/extended general conditions costs, claims for lost productivity, claims for lost efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, and/or any other type of claim for payment or damages from Owner and/or its project representatives.

28. GOVERNING LAWS

This contract is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina. The Contractor shall comply with all applicable federal, State and local laws, statutes, ordinances and regulations including, but not limited to, the Omnibus Transportation Act of 1991 and its implementing regulations.

29. CONTRACTOR EVALUATION

The contractor's overall work performance on the project shall be fairly evaluated in accordance with the State Building Commission policy and procedures, for determining qualifications to bid on future State projects. In addition to final evaluation, an interim evaluation may be prepared during the progress of project. The owner may request the contractor's comments to evaluate the designer.

Identification of HUB Certified/ Minority Business Participation

I, _____,
(Name of Bidder)

do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work Type	*Minority Category	**HUB Certified (Y/N)
--------------------------------	-----------	--------------------	-----------------------

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

** HUB Certification with the state HUB Office required to be counted toward state participation goals.

The total value of minority business contracting will be (\$)_____.

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of _____

(Name of Bidder)

Affidavit of _____

I have made a good faith effort to comply under the following areas checked:

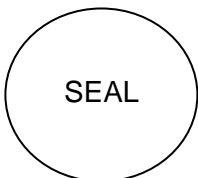
Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____
Signature: _____
Title: _____



State of _____, County of _____
Subscribed and sworn to before me this _____ day of _____ 20____
Notary Public _____
My commission expires _____

State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of _____

Affidavit of _____
(Name of Bidder)

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

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

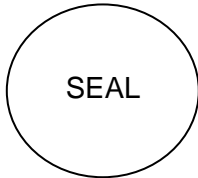
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20__

Notary Public _____

My commission expires _____

State of North Carolina - AFFIDAVIT C - Portion of the Work to be Performed by HUB Certified/Minority Businesses

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.
 This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of _____ I do hereby certify that on the _____
 (Name of Bidder)

_____ (Project Name)
 Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. Attach additional sheets if required

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

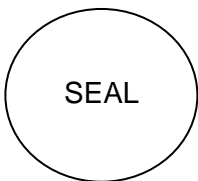
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 10% participation by HUB Certified/ minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of _____ I do hereby certify that on the _____
(Name of Bidder)

_____ (Project Name)
Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with HUB certified/ minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

Examples of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

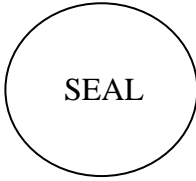
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

PART 1 - GENERAL**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including Modified General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. The work to be performed under this Specification shall consist of furnishing and installing all materials and equipment and performing all labor required to install rip rap and associated appurtenances as specified herein.
- B. Related Sections:
 - 1. Division 33 Section "Water Pipe and Appurtenances".
 - 2. Division 33 Section "Sanitary Sewer Pipe and Appurtenances".
 - 3. Division 33 Section "Storm Drainage Materials".

1.3 PERFORMANCE REQUIREMENTS

- A. The work under this section consists of furnishing all materials, labor, equipment, incidentals and services required for the complete installation of rip rap and geotextiles materials in the locations shown on the drawings and as specified herein.
- B. All work in connection with installing rip rap and associated geotextile materials shall comply with all current requirements of authorities having jurisdiction. The Contractor is responsible for being familiar with and adhering to these requirements.
- C. The Contractor shall inspect the locations of the proposed work associated with this Section and shall familiarize themselves with the conditions under which the work will be performed, and with all necessary details and the suitability of their equipment and methods for the work required. The omission of any installation details which may not appear within the Contract Documents shall not relieve the Contractor of full responsibility for completing the work as necessary.
- D. Construction shall be done in such a manner that will not interfere with the operation of any street, highway, railway, or other facility nor weaken or

damage any embankment or structure. Barricades and lights shall be furnished and maintained to safeguard traffic and pedestrians as required by authorities having jurisdiction until such time as the operation has been completed.

1.4 SUBMITTALS

- A. Product Data and certificates: For all rip rap and geotextile materials.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. The Contractor shall coordinate material deliveries with the manufacturer/supplier. All materials shall be handled and stored in accordance with the manufacturer's recommendations using methods that will prevent damage to the materials.
- B. The Contractor shall load, transport, unload and store geotextiles so they are kept clean and free of damage. Label and store geotextiles in accordance with Section 7 of AASHTO M288. Geotextiles with defects, flaws, deterioration or damage will be rejected. Do not unwrap geotextiles until just before installation.

1.6 COORDINATION

- A. For all work within the Department of Transportation right-of-way, the Contractor shall notify the appropriate office of the Department of Transportation at least 72 hours prior to beginning construction.

1.7 WARRANTY

- A. All materials shall be warranted to be free from defects in workmanship and materials for one (1) year following final acceptance by the Owner.

PART 2 - PRODUCTS

2.1 GEOTEXTILES

- A. When indicated for use on the Drawings, geotextiles used in conjunction with the placement of rip rap shall possess the following properties.
 - 1. Elongation: \geq 50 percent in accordance with ASTM D4632.
 - 2. Grab Strength: 205 pounds in accordance with ASTM D4632.
 - 3. Tear Strength: 80 pounds in accordance with ASTM D4533.
 - 4. Puncture Strength: 440 pounds in accordance with ASTM D6241.
 - 5. Permittivity: 0.20 sec-1 in accordance with ASTM D4491.

- 6. Apparent Opening Size: #60 in accordance with ASTM D4751.
 - 7. UV Stability (Retained Strength after 500 hours of exposure): 50 percent in accordance with ASTM D4355.
- B. When required, sew geotextiles together in accordance with Article X1.1.4 of AASHTO M288. Provide sewn seams with seam strengths meeting the required strengths of the geotextile specified herein.

2.2 RIP RAP

- A. Rip rap shall be field stone or rough unhewn quarry stone which is sound, tough, dense, resistant to the action of air and water and suitable in all other respects for the purpose intended. Where broken concrete from demolished structures or pavement is available, it may be used in place of stone provided that such use meets with the approval of the Engineer. However, the use of broken concrete that contains reinforcing steel will not be permitted.
- B. All stone shall meet the approval of the Engineer. While no specific gradation is required, there shall be equal distribution of the various sizes of the stone within the required size range. The size of an individual stone particle will be determined by measuring its long dimension.
- C. Stone or broken concrete for rip rap shall meet the table below for the class shown on the drawings.

ACCEPTANCE CRITERIA FOR RIP RAP AND STONE FOR EROSION CONTROL			
Class	Minimum	Midrange	Maximum
A	2	4	6
B	5	8	12
1	5	10	17
2	9	14	23

- D. No more than 5.0 percent of the material furnished shall be less than the minimum size specified nor no more than 10.0 percent of the material shall exceed the maximum size specified.

PART 3 - EXECUTION

3.1 SUBGRADE PREPARATION

- A. The Contractor shall prepare the subgrade such that the finished rip rap surface conforms to the lines, slopes and elevations indicated. The Contractor shall clear the subgrade of sticks, stones, debris and other materials that could puncture the overlying geotextile. The finished subgrade shall not vary from design grade by more than 2 inches at any location.

3.2 PLACEMENT OF GEOTEXTILE

- A. The Contractor shall place geotextile material only on subgrade approved by the Engineer in accordance with the recommendations of the material manufacturer.

3.3 PLACEMENT OF RIP RAP

- A. The Contractor shall proceed with placing the riprap immediately upon completion of geotextile installation.
- B. Rip rap shall be placed on the surface of slopes and at storm drainage pipes at the locations indicated on the plans. Rip rap shall be placed to a minimum depth of 1.5 times the midrange stone size for the class of rip rap specified, but in no case less than 6 inches.
- C. Rip rap shall be placed in such a manner as to produce a reasonably well-graded mass with the minimum practicable percentage of voids.
- D. Place to full course thickness in one operation in a manner to avoid displacing or puncturing geotextile. Rip rap shall not be dropped from a height greater than one foot above the geotextile.
- E. The Contractor may place the rip rap by mechanical methods, augmented by hand placing where necessary, provided that when the rip rap is completed it forms a uniformly graded, dense, neat layer of rip rap of the necessary depth.
- F. Unless otherwise indicated or directed by the Engineer, the rip rap shall be placed upon a slope which shall be no steeper than the angle of repose.

END OF SECTION 312271

PART 1 - GENERAL**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including Modified General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section covers the furnishing of all labor, equipment and materials necessary for the proper restoration of existing surfaces disturbed or damaged as a result of construction operations which are not specifically scheduled or specified for topsoil and seeding, paving, landscaping or other surfacing.
- B. In general, the types of replacement included in this section are seeding along pipelines, concrete sidewalks, driveways, roadways, ditches, lawns and landscaped areas, and curb and gutter.
- C. Any damage to existing structures shall be repaired using materials and workmanship equal to, or better than, those of the original construction.

1.3 DEFINITIONS

- A. CABC – Crushed aggregate base course.
- B. NCDOT – North Carolina Department of Transportation.
- C. PSI – Pounds per square inch.

1.4 SUBMITTALS

- A. All submittals shall be in accordance with the requirements of the pertinent specification sections referenced herein.
- B. An appropriate concrete mix design shall be submitted for all concrete sidewalks, driveways, roadways, and curb and gutter restored as part of this project.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 SEEDING DISTURBED AREAS

- A. All ground surfaces disturbed by construction activity, which are not classified as lawns, landscaped areas, or pavement areas, but would be classified as open fields, shall be raked smooth and seeded in accordance with the appropriate paragraph(s) within Section 329200 entitled Turf and Grasses. Large rocks, clumps of earth and excessive spoil material shall be removed from the area prior to seeding.
- B. Shoulders of all roads shall be restored as specified for lawns and landscaped areas.
- C. Wooded areas not classified as lawns shall be restored to as near their original condition as possible.

3.2 CONCRETE SIDEWALKS

- A. Concrete walks removed in connection with, or damaged as a result of, construction operations under the Contract shall be replaced with new construction. Such walks shall be constructed of 4,000 PSI concrete on a thoroughly compacted subgrade, shall have a vertical thickness, unless otherwise noted, of not less than 4 inches or the thickness of the replaced walk where greater than 4 inches.
- B. Walks shall be float finished, edged with an edging tool, and grooved at intermediate intervals not in excess of the width of the walk, uniform throughout the length of the walk in any one direction.

3.3 DRIVEWAYS

- A. Unless otherwise noted, unpaved driveways shall be surfaced with not less than 4 inches of CABC, topped with 4 inches of stone, gravel, or other materials equal to that found in the original driveway. Driveways shall be left in a condition better than their original condition.
- B. Concrete drives shall be replaced with 4,000 PSI concrete and shall have equal thickness and reinforcing steel to that of the original drive. Prior to placing the concrete a 6-inch aggregate base course shall be placed in the drive area.
- C. Unless otherwise noted, bituminous or asphaltic concrete drives shall be restored to original base and asphalt thicknesses or a minimum of 6 inches of

aggregate base course and a 2-inch surface course, whichever is greater. Base material shall be compacted in 3-inch lifts and Type SF 9.5A or S 9.5B asphalt compacted in 2-inch lifts to match existing pavement section. All work shall be in accordance with the appropriate paragraph(s) of Section 321216 entitled Bituminous Paving.

3.4 ROADWAY REPLACEMENT

- A. Bituminous or Asphaltic pavements shall include all areas paved with blacktop, built up pavements or oil and stone, tar and stone and similar pavements constructed with a bituminous or asphalt and stone materials.
- B. Immediately upon completion of installation of underground piping and structures, the trench shall be backfilled and the roadway shall be repaired. Provide materials as specified in the Contract Drawings. If, in the opinion of the Engineer, the area adjacent to the excavation has not been damaged to the extent that the base course need to be replaced, restoration may consist of a surface course of sufficient thickness to meet the existing pavement.
- C. Unless otherwise noted, bituminous or asphaltic concrete roadways shall be restored to original base and asphalt thicknesses or a minimum of 6 inches of aggregate base course and a 2-inch surface course, whichever is greater. Base material shall be compacted in 3-inch lifts and Type SF 9.5A or S 9.5B asphalt compacted in 2-inch lifts to match existing pavement section. All work shall be in accordance with the appropriate paragraph(s) of Section 321216 entitled Bituminous Paving.
- D. Portland cement concrete roadways shall be replaced with 4,000 PSI concrete and shall have equal thickness and reinforcing steel as the original roadway. An aggregate base course with a thickness of 6 inches shall be placed prior to the placing of concrete.
- E. Differential settlement of restored pavements shall be corrected immediately.
- F. The Contractor shall repair and restripe any traffic markings that were damaged, removed or covered during construction. All work shall be done in accordance with NCDOT requirements and specifications.
- G. All existing manhole and valve covers shall be raised, as required, by the Contractor prior to paving. The cost of this work shall be included in the unit bid prices for other related work and no additional payment shall be made.

3.5 DITCHES

- A. Ditches shall be regraded to the original grade and line. The surface of all ditches shall be returned to the same condition as found before commencing work.

3.6 LAWNS AND LANDSCAPED AREAS

- A. Lawns and landscaped areas shall be regraded and replaced as follows:
 - 1. Grading shall be to the grade existing before construction of the work under this Contract.
 - 2. Lawn replacement shall be in accordance with the appropriate paragraph(s) within Section 329200 entitled Turf and Grasses. Topsoiled areas shall be replaced with topsoil of equal quality and quantity.
- B. Landscaped areas shall be replaced with shrubs, hedges, ornamental trees, flowers, or other items to original condition.

3.7 CURB AND GUTTER

- A. Curb and gutter removed with or damaged as a result of construction operations, injured or disturbed by the Contractor, his agents, or employees, shall be replaced with new construction to a condition similar and equal to that existing before damage was incurred. 4,000 PSI concrete shall be used in curb and gutter replacement.
- B. All work associated with curb and gutter replacement shall be in accordance with Section 846-3 of the NCDOT Standard Specifications for Roads and Structures (latest edition). Horizontal and vertical alignment of the curb and gutter shall match that of the existing to the greatest extent practical, unless directed otherwise by the Engineer.

3.8 DAMAGE TO STRUCTURES

- A. Any damage to existing structures shall be repaired of materials and workmanship equal to those of original construction. Extensively damaged structures, where the structural stability has been affected or which cannot be repaired in a suitable fashion shall be replaced entirely. Replacement shall not commence until approval of the plan of replacement has been given by the Engineer. Replacement costs shall be responsibility of the Contractor.

END OF SECTION 322905