

**CITY OF GRAHAM  
AGENDA  
TUESDAY, FEBRUARY 2, 2016  
7:00 P.M.**

Meeting called to order by the Mayor  
Invocation and Pledge of Allegiance

**1. Consent Agenda:**

- a. Approval of Minutes – January 5, 2016 Regular Session
- b. Approval of Minutes – January 14, 2016 Special Session
- c. Approval of Minutes – February 1, 2016 Special Session
- d. Tax Releases
- e. Tax Collector’s Mid-Year Report
- f. Tax Collector’s Debt Set-Off Report

**2. Old Business:**

- Public Hearing: Text Amendment for the City of Graham Development Ordinance, requested by ESA Renewables and Staff to add Solar Farms (AM1508)

**3. Update on Burlington Animal Services**

**4. Phase I Elm Street Sidewalk Project:**

- a. Award Contract
- b. Approve Budget Amendment

**5. Amendments to the 2015-2016 Rates and Fee Schedule:**

- a. Approve the Addition of Ten-Week and Six-Week Sessions to the Graham Recreation and Parks Summer Day Camp Program
- b. Approve New Canoe and Kayak Rental Fees for the Graham-Mebane Lake
- c. Approve Text Amendments to the Graham Recreation and Parks Fee Schedule

**6. Closed Session Pursuant to the Terms of N.C.G.S. §. 143-318-11(a):**

(3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged.

(6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee.

**7. Issues Not Included on Tonight’s Agenda**

**CITY OF GRAHAM  
REGULAR SESSION  
TUESDAY, JANUARY 5, 2016  
7:00 P.M.**

The City Council of the City of Graham met in regular session at 7:00 p.m. on Tuesday, January 5, 2016, in the Council Chambers of the Municipal Building located at 201 South Main Street.

**Council Members Present:**

Mayor Jerry Peterman  
Mayor Pro Tem Jimmy Linens  
Council Member Griffin McClure  
Council Member Chip Turner  
Council Member Lee Kimrey

**Also Present:**

Frankie Maness, City Manager  
Aaron Holland, Assistant City Manager  
Darcy Sperry, City Clerk  
Nathan Page, City Planner  
Sandra King, Finance Officer  
Melody Wiggins, Recreation and Parks Director  
Duane Flood, Lieutenant Graham Police Dept.  
Becky Loy, Cobb Ezekiel Loy & Company

Mayor Jerry Peterman called the meeting to order and presided at 7:00 p.m. Mayor Pro Tem Jimmy Linens gave the invocation and everyone stood to recite the Pledge of Allegiance.

**Consent Agenda:**

- a. Approval of Minutes – December 1, 2015 Regular Session*
- b. Approval of Minutes – January 4, 2016 Special Session*
- c. Approval of Amended Minutes – November 30, 2015 Special Session*
- d. Tax Releases and Refunds*

CITY OF GRAHAM RELEASE ACCOUNTS						
JANUARY COUNCIL MEETING						
<u>ACCT #</u>	<u>YEAR</u>	<u>RECEIPT</u>	<u>NAME</u>	<u>RE/PP</u>	<u>REASON FOR RELEASE</u>	<u>RELEASED</u>
435049	2015	804	BOWMAN, MAC DONALD	PP	SOLD BOAT TO DEALERSHIP TWO YEARS AGO	10.87

CITY OF GRAHAM REFUNDS						
JANUARY COUNCIL MEETING						
<u>ACCT #</u>	<u>YEAR</u>	<u>RECEIPT</u>	<u>NAME</u>	<u>RE/PP</u>	<u>REASON FOR REFUND</u>	<u>AMOUNT REFUNDED</u>
439274	2015	4123	JOSEPH PINNEX KIMBRO	RE	QUALIFIED FOR HOMESTEAD EXEMPTION	238.66
447172	2015	8302	PIEDMONT TRUCK TIRES	PP	VEHICLE LISTED IN GUILFORD COUNTY	44.09

***e. Boards and Commissions Appointments***

- i. Appoint Assistant City Manager Aaron Holland to the North Carolina Commerce Park Organizational Committee***
  - ii. Appoint Robert Kent Davis to the Graham Recreation Commission***
  - iii. Remove Mayor Jerry Peterman from the Local Firefighter's Relief Fund (formerly referred to as the Fireman Pension Fund)***
- f. Amend City of Graham Code of Ordinances Officials page***

<u>Amendments:</u>	AMEND AS FOLLOWS: Effective 1/05/2016
	Gerald R. Peterman <i>Mayor</i>
	Jimmy G. Linens <i>Mayor Pro Tem</i>
	Baker Lee Kimrey James Griffin McClure III Brice Caldwell Turner II <i>City Council</i>
	Jesse Franklin Maness <i>City Manager</i>
	Keith Whited <i>City Attorney</i>
	Darcy L. Sperry <i>City Clerk</i>

Council Member Lee Kimrey made a motion to approve the Consent Agenda, seconded by Council Member Chip Turner. All voted in favor of the motion.

**Recommendations from Planning Board**

- ***Public Hearing: Rogers/Windsor Rezoning (RZ1504). This is a request by Thomas Hall of Windsor Homes to rezone approximately 60 acres off Rogers Road from R-18 to R-9 (GPIN 8872970504)***

City Planner Nathan Page explained that this request from Mr. Thomas Hall of Windsor Investments is to rezone the subject property from R-18 to R-9. He further explained that the property is currently wooded, vacant and under cultivation. He advised that the Planning Board recommended denial and that it was inconsistent with The 2035 Comprehensive Plan.

Council Member Griffin McClure asked Mr. Page to expound upon the section of The Comprehensive Plan that he referenced in his staff report. Specifically, he asked Mr. Page if he believes this development accomplishes promoting infill development, focused and walkable mixed use built environments. Mr. Page stated that the development does not qualify as infill, but does qualify as focused and walkable. Council Member Kimrey asked Mr. Page if he received all the required paperwork for this rezoning application. Mr. Page advised that the application was complete. Council Member Kimrey asked Mr. Page if the request to rezone this property from R-18 to R-9 complies more or less with The Comprehensive Plan. Mr. Page stated that it complies more as the R-18 is against our Comprehensive Plan and the R-9 is within the limits of the Plan.

Mayor Peterman asked Mr. Page for the reason as to why the Planning Board recommended denial of this rezoning. Mr. Page stated that the discussion the Board had was inaudible to him and that it seemed to him that this was not what they were looking for in this location.

Mayor Peterman opened the Public Hearing.

Mr. Tom Hall, 5603 Dew Garden Village Drive, Greensboro, spoke on behalf of Windsor Homes. He outlined who Windsor Homes are, who the land sellers are and why they feel that this rezoning request is reasonable and complies with the Comprehensive Plan. Mr. Hall stated that if this rezoning request is approved, Windsor Homes is proposing to build one hundred (100) plus or minus homes and have twenty nine (29) plus or minus acres of open space in addition to two (2) proposed access points onto Rogers Road. Mr. Hall also informed Council that they have held multiple preplanning meetings with City staff and the North Carolina Department of Transportation, as well as, the surrounding neighbors of this property.

Council Member McClure asked Mr. Hall if he has had any success in other neighborhoods he has developed with any less dense zoning designation. Mr. Hall stated that after speaking to staff and looking at the new Comprehensive Plan, this is the best fit for what they are looking to do. He referenced some of the lots in the Mackintosh on the Lake subdivision, which are smaller than what they are proposing to do with this property, target those buyers who are looking for less land to maintain. He said they have seen a trend indicating that people are looking for this size property and this allows them to appeal to the market better.

Council Member Turner asked about the proposed open space for this development. Mr. Hall indicated that the majority of that would be in the flood plain. He also stated that the Alamance County Recreation and Parks Department has approached them about having the Haw River Trail cross through this property. He added that they would be willing to cooperate with them to make this happen.

Council Member Kimrey asked Mr. Hall if he had the permission from the property owner to submit this application on their behalf. Mr. Hall stated yes. Council Member Kimrey then asked Mr. Hall if their decision to request R-9 zoning was made upon suggestion by City staff, through The Comprehensive Plan, as being a good fit for that area. Mr. Hall said that was correct.

Mayor Pro Tem Linens asked Mr. Hall about their intentions with regards to the area of the property that is in the flood plain. Mr. Gene Mustin, 621 Eugene Court, Greensboro stepped forward. Mr. Mustin is an engineer with Borum, Wade and Associates, P.A. Mr. Mustin stated that a large portion of this property is located in the flood plain and is essentially an undevelopable piece of property. He added that a retention pond and underground piping for the sanitary and sewer service may be placed in this particular flood plain area.

The following individuals spoke in opposition of rezoning this property to R-9:

Ms. Laura Gilley – 2427 Rogers Road, Graham  
Mr. Joey Frazier – 2566 F Rogers Road, Graham  
Mr. John Hall – 2556 Rogers Road, Graham  
Mr. Hubert Ryan – 2566 E Rogers Road, Graham  
Mr. Bradley Qualls – 2514 Rogers Road, Graham  
Mr. Barry Hicks – 1199 Caesar Court, Graham

Ms. Dixie Rogers, 1526 Rogers Road, Graham and current owner of the property involved, stepped forward to explain why she is looking to sell this property that has been in her family for over two hundred (200) years. She stated that one reason is the inability to find someone to farm the land. She went on to say that since farming has ceased on this property, taxes have tripled for this parcel.

With no further comment, Mayor Peterman closed the Public Hearing. Council Member Kimrey made the motion that the application be approved and that the application is consistent with The Graham 2035 Comprehensive Plan and that the action is reasonable and in the public interest for the following reason: this fully complies with The Graham 2035 Comprehensive Plan, seconded by Mayor Pro Tem Linens. Ayes: Council Member Kimrey, Mayor Pro Tem Linens, Mayor Peterman and Council Member Turner. Nays: Council Member McClure. Motion carried 4:1.

### **Bids for Graham Recreation Complex Phase I**

City Manager Frankie Maness advised that the City accepted single prime bids for Phase I, which includes: a park entrance, parking lot, natural playground, open mall area, fit zone and shelter with restrooms on December 15, 2015 at 2:00 p.m. He further stated that the lowest responsible bid exceeded available funds budgeted for this project. Mr. Maness advised that it is staff's recommendation that all bids be rejected and work toward some sort of re-bid(s) process, maybe dividing the project into multi prime bidding structure. This would allow for multiple contractors on the project. Mr. Maness said the City is also investigating the use of force accounts (our own employees) to complete some of the work in an effort to reduce costs.

Council Members expressed concern to Mr. Franz Holt of Alley, Williams, Carmen and King as to how they were so far off on this project's budget. Mr. Holt said they had looked at the cost of recent projects they were in charge of as well as speak to local contractors prior to putting together this project's budget estimate. He added that he believes that there are multiple reasons as to why they were so far off with this estimate, including but not limited to, timing, low availability of contractors, possible single prime contract and tight project schedule. In addition, Council Members asked Mr. Holt about the tight timeline for this project. Mr. Holt stated that when you have a multi-phase project such as this with a single prime coordinator, you'd like to keep them on a schedule.

Graham Recreation and Parks Director Melody Wiggins reiterated to Council that we have to be well into this project by July or August to fulfill the agreement with grant funding we have received. She added that merely breaking ground does not satisfy the grant requirements. Ms. Wiggins advised that she has renegotiated a deadline for this phase and we need to have it done by fall 2016.

Mayor Pro Tem Linens made the motion that we reject all bids for Graham Recreation Complex Phase I, seconded by Council Member Turner. All voted in favor of the motion.

### **Audit Presentation**

Mayor Peterman called upon Ms. Patricia Rose of Stout Stuart McGowen & King LLP to speak about the City's Audit report for Fiscal Year 2014-2015. Ms. Rose pointed out that this is the first year they have performed the audit for Graham and that the arrangement the City currently has with Ms. Becky Loy of Cobb Ezekiel Loy & Company has proven to be beneficial to the City. Ms. Loy is now under contract with the City and is essentially an extension of the Finance Department.

Ms. Loy assisted Finance Director Sandra King with the year-end process and financial statement preparation and presentation. Ms. Rose gave an overview of the financial condition of the General, Water/Sewer, and Garage Funds of the City. She commented that on an operational basis, all three funds had revenues in excess of expenditures. Ms. Rose explained that the City received an unmodified opinion, the cleanest and best opinion you can receive. Ms. Rose pointed out that City staff and management made sure they were diligent in the day to day operations and reported that there were no findings in the Fiscal Year 2014-2015 audit. Ms. Rose stated that the two (2) findings from the Fiscal Year 2013-2014 audit (missed monthly billing and capitalization of assets not being recorded properly) have been corrected satisfactorily during the year. She stated there were no difficulties or disagreements with management.

### **Text Amendments for the City of Graham Development Ordinance:**

#### ***a. Electronic Billboards (AM1501)***

Mr. Page explained that staff proposes to amend the Development Ordinance to clearly define the restrictions placed upon Electronic Billboards.

Council Members discussed with Mr. Page brightness level, dimmer system monitoring and as technology continues to advance, whether or not we need to apply similar language in our overall sign ordinance.

Council Member Kimrey made the motion that the text amendment be approved and that the text amendment is consistent with The Graham 2035 Comprehensive Plan and that this action is reasonable and in the public interest for the following reason: Safety for the citizens of Graham, seconded by Mayor Pro Tem Linens. All voted in favor of the motion.

- Rewrite Section 10.399 (b) (5) (i) Outdoor advertising signs as follows:

**Current text;**

- i. [Reserved.]

**Proposed text;**

- i. Any sign with a changeable or movable face, electronic or otherwise, shall display a static message for a minimum of twenty (20) seconds, and shall have a dimmer system installed so as to automatically adjust the brightness based upon ambient light conditions.

#### ***b. Construction Surety (AM1502)***

Mr. Page explained that staff proposes to amend the Development Ordinance to conform to the current State Statutes, particularly Session Law 2015-187, revision to G.S. 160A-372.

With no discussion forthcoming, Mayor Peterman made the motion that the text amendment be approved and that the text amendment is consistent with The Graham 2035 Comprehensive Plan and that this action is reasonable and in the public interest for the following reason: Consistent with State Law, seconded by Council Member Turner. All voted in favor of the motion.

- Rewrite Section 10.339 (c) (3) (b) Construction of Public Improvements as follows:

- b. As an alternative to completing construction of all required public improvements prior to the approval of a final plat, a developer may request to use a construction surety, as follows:
  1. After the subdivision, or a specified phase thereof, has been certified by the City as having sufficient improvements to provide functional fire protection (with the roadways graded to final grade and water supplies for fire-fighting equipment), the developer may post a security instrument, in the form of a Surety Bond, Letter of Credit, or other form of guarantee that provides equivalent security to a surety bond or letter of credit, in an amount equal to 125% of the estimated construction cost of the required improvements which remain incomplete and including the cost of preparing as-built drawings, and with surety and conditions satisfactory to the City providing for and securing to the City the actual construction and installation of said improvements. The surety shall be accompanied by a detailed, itemized list of all required improvements that stand incomplete and a schedule for the completion of said improvements.
  2. The surety may be renewed or extended for a period of up to three (3) years from the date it was initially accepted, provided that each renewal or extension within the three (3) year period shall be for an amount equal to 125% of an updated estimated cost of construction for the remaining required improvements at the time of the renewal or extension and including the cost of preparing as-built drawings, and shall be accompanied by a detailed, itemized list of all required improvements that stand incomplete and a schedule for completion of said improvements.

- Rewrite Section 10.515 (b) (1) Amount as follows:

- b.) Amount

- (1) Installation. The amount of an installation performance security shall be 125% of the total estimated construction cost of the BMPs approved under the permit.

***c. Parking Maximums (AM1505)***

Mr. Page explained that staff proposes to amend the Development Ordinance to remove the minimum requirements for parking spaces as the impact of past development patterns has become more apparent. He further added that for the last two years, with two exceptions, each development that has been built in the City provided the minimum number of spaces, indicating that the regulations are requiring spaces above and beyond what the market would dictate as required for each use. These parking spaces are expensive, with the least expensive asphalt parking space costing about \$10,000 (dependent upon land value). Much of this cost is a result of downstream stormwater effects, which in turn increase floodplains, and require additional upsizing of existing infrastructure.

Council and staff discussed the possibility in this proposed language that the market will drive the amount of parking required and how that can further lessen our impervious surface, storm water management and the run off.

Council Member McClure made the motion that the text amendment be approved and that the text amendment is consistent with The Graham 2035 Comprehensive Plan and that this action is reasonable and in the public interest for the following reason: Enhances public facilities and services, seconded by Council Member Kimrey. All voted in favor of the motion.

**Section 10.240 Off-street parking**

In all districts, except the B-1 district, when a building is constructed, or at the time a principal building is enlarged or increased in capacity, or before conversion from one type of use to another, permanent off-street parking space in the amount specified by this section shall be provided. Adequate maneuvering space to allow vehicle entrance into each parking space shall also be provided. The off-street parking spaces required by this section shall be entirely outside any street right-of-way and shall not be used for any purpose except parking. Such parking may be provided in a parking garage or properly graded open area. A parking space shall consist of an area at least nine feet wide and at least 18 feet deep. Where the city council determines that the off-street parking requirements of this section would impose undue hardship upon development it may reduce or waive off-street parking requirements for that lot.

- (1) Certificate of parking requirements. Each application for a zoning permit submitted to the zoning enforcement officer as provided for in this article shall include information as to the location and dimensions of off-street parking and loading space and the means of ingress and egress to such space. This information shall be in sufficient detail to enable the zoning enforcement officer to determine whether or not the requirements of this section are met.
- (2) Remote parking spaces. Except for dwelling units, if the off-street parking space required by this article cannot reasonably be provided on the same lot on which the principal use is located, such space may be provided on any land as long as it is in a zoning district in which such parking is permitted.
- (3) Parking requirements. The number of off-street parking spaces required in the table below shall be considered as the minimum or maximum, as appropriate and the developer shall evaluate his own needs to determine if they differ from this table. Requirements based on number of employees shall apply to the highest number of employees present during any regular work period or shift.
- (4) Driveways.
  - (a) New driveways within the corporate limits for all uses shall be surfaced with an all-weather material with edges clearly delineated. Gravel shall be prohibited for the first 10-feet of the driveway.
  - (b) Driveways shall not exceed twenty-five (25) feet in width unless wider driveways are shown on a City Council approved site plan or plot plan.
  - (c) Except for driveways, no additional curb cuts or vehicle access points shall be permitted.
  - (d) Where two or more driveways are located on the same lot, the minimum distance between such drives shall be thirty (30) feet or one third (1/3) of the lot frontage, whichever is greater. If the driveway fronts a State Road, the minimum distance between such driveways may be increased depending on comments from NCDOT.
  - (e) No driveway shall be located closer than twenty-five (25) feet to any street intersection. If the driveway fronts a State Road, the minimum distance between such driveways and the street intersection may be increased depending on comments from NCDOT.



(f) Parked vehicles shall not block pedestrian walkways.

USE	
RESIDENTIAL AND RELATED	MINIMUM NUMBER OF REQUIRED OFF-STREET RESIDENTIAL PARKING SPACES
Dwelling, one-family detached	2 spaces
Dwellings, two-family	2 spaces per dwelling unit
Dwellings, multifamily	One and one-half for each one-bedroom unit, and each two-bedroom unit, plus 2 for each 3 or more bedroom units – See Section 10.241 for additional parking requirements for multifamily developments
Dwellings, multifamily sponsored by public or nonprofit agency for restricted-income families or elderly persons	One parking space for each dwelling unit
Group Care Facilities and Group Homes	One space for each two residents of driving age and ability, plus one space per employee
Home occupations	One space in addition to residential requirements
Manufactured homes on individual lots	Two spaces per manufactured home
Manufactured home parks	Two parking spaces per manufactured home if parking is provided on each manufactured home plot. In the alternative, Parking may be provided in off-street parking lots providing at least 1 ½ spaces per manufactured home plot [are] served; no required parking space shall be more than 100 feet distant from the dwelling unit it serves or on the opposite side of the street from the dwelling unit it serves.
NONRESIDENTIAL	MAXIMUM NUMBER OF REQUIRED OFF-STREET COMMERCIAL/INDUSTRIAL PARKING SPACES
Amusements, commercial	One space for each 4 persons in designed capacity
Animal hospital, veterinarian	Four spaces for each doctor, plus one for each employee
Auditoriums, gymnasiums. Stadiums, etc.	One space for each 4 seats, plus one space for each 40 square feet of floor space where movable seats are used
Automobile accessories sales	One space for each 200 square feet gross floor area
Automobile assembling, Painting, upholstering, rebuilding, reconditioning, body and fender repairing	One space for each 200 square feet gross floor area
Automobile laundry	15 spaces
Automobile sales	One space for each 600 square feet gross floor area
Banks, savings and loans, financial institutions, and restaurants (including drive-thru)	One space for each 200 square feet gross floor area used by the public, plus one space for each 600 square feet other gross floor area, plus waiting space for at least four cars at each drive-in banking device or restaurant drive-thru
Building material storage, contractor's yards	Two spaces, plus one space per employee
Building supply sales	One space for each 600 square feet gross area

USE	
Churches	One space for each seven seats
Community centers, libraries, art galleries, museums	One space for each 200 square feet gross floor area used by the public
Day nurseries and kindergartens	One space for each employee
Dry cleaning and pressing plants	Two spaces for each three employees
Dry cleaning pickup establishments	One space for each 200 square feet gross floor area used by the public, plus waiting space for at least four cars at any drive-up window
Fairs, circuses, carnivals, sideshows	One space for each 600 square feet gross area
Food, and beverage storage and distribution, food processing	Two spaces for each three employees
Funeral homes	One space for each four seats in chapel (or parlor, if no chapel)
Golf, swimming and tennis clubs	One space for each four persons in designed capacity
Government buildings	One space for each 200 square feet gross floor area used by the public, plus one space for each 600 square feet other gross floor area
Greenhouses, commercial and plant nurseries	Three spaces, plus one space for each employee
Hospitals	One space for each two beds, plus one space for each doctor and each nurse, plus one space for each four other employees
Hotels, motels, tourist home	One space for each rental unit
Electronic, Internet, or Sweepstakes Gaming	One parking space per two terminals
Laboratories, research facilities	Two spaces for each three employees
Laundries	One space for each 200 square feet gross floor area
Lodges, clubs	One space for each four persons in designed capacity
Medical, dental and paramedical offices and clinics	Four spaces for each doctor, plus one space for each other employee
Nursing homes, convalescent homes, homes for the aged	One space for each four beds, plus one space for each doctor and each nurse, plus one space for each four other employees
Offices	One space for each 200 square feet gross floor area used by the public, plus one space for each 600 square feet other gross floor area
Philanthropic, nonprofit institutions	One space for each 200 square feet gross floor area
Photographer's studio	One space each 300 square feet gross floor area
Radio, television studio	One space for each employee
Retail establishments, high volume, such as grocery stores, drug stores, department stores, etc.	One space for each 200 square feet gross floor area
Retail stores, low volume, such as furniture stores, machinery sales, manufactured home sales, carpet stores, etc.	One space for each 600 square feet gross floor area

<b>USE</b>	
Schools, commercial, vocational, music, art, dancing	One space for each employee, plus one space for each four persons in design capacity
Schools, elementary	One space for each employee
Schools, high schools	One space for each employee, plus three spaces for each classroom
Service establishments dealing frequently with the public, such as barber shops, beauty shops, etc.	One space for each 200 square feet gross floor area
Service establishments dealing infrequently with the public, such as repair services, secretarial services, etc.	One space for each 600 square feet gross floor area
Service stations, no repair area	One space per employee, plus off-street waiting space for at least two cars in each line
Service stations, with repair area	One space per employee, plus two spaces for each repair bay (in addition to the bay itself); plus off-street waiting space for at least two cars in each line
Stables, commercial	One space for each two stalls
Theaters, indoor	One space for each four seats
Transportation terminals, freight	Two spaces for each three employees
Transportation terminals, passenger	One space for each 200 square feet gross floor area
Warehouses and Industrial Buildings	One space for each employee
Wholesale establishments	One space for each 900 square feet gross floor area

*(Amended 11/7/2000, 5/4/2004, 7/11/2006, 1/8/2013, 1/5/2016)*

***d. Handicapped Parking (AM1504)***

Mr. Page explained that staff proposes to amend the Development Ordinance to add the Handicapped Parking requirements to the Development Ordinance where they will be visible by developers in the Off-Street Parking chapter. He added that staff's recommendation is to adopt the same standards that the North Carolina State Building Code requires. Mr. Page pointed out that staff's proposed amendment differs from that of the Planning Board.

Council Members expressed concern that the Planning Board's proposal exceeds State and Federal guidelines and that the Planning Board is taking the North Carolina Building Code and trying to make it more stringent.

Mayor Peterman made the motion that the text amendment be approved and that the text amendment is consistent with The Graham 2035 Comprehensive Plan and that this action is reasonable and in the public interest for the following reason: Aligns itself with State and Federal Codes, seconded by Council Member Kimrey. All voted in favor of the motion.

## 10.240.b.1

## ACCESSIBLE PARKING SPACES

TOTAL PARKING SPACES PROVIDED	REQUIRED MINIMUM NUMBER OF ACCESSIBLE SPACES
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1,000	2% of total
1,001 and over	20, plus one for each 100, or fraction thereof, over 1,000

10.240.b.2. **Van Spaces** For every six or fraction of six accessible parking spaces, at least one shall be a van-accessible parking space. See Section 1106 NC Building Code for more detail.

***e. Sidewalk Payment-in-Lieu (AM1506)***

Mr. Page explained that the Planning Board proposes to amend the Development Ordinance to remove an option for a payment in lieu of constructing required sidewalks. He stated that while both the Planning Board and staff recommend the removal of the hardship clause, they differ on the proposed administration of the Ordinance. The Planning Board recommends City Council approval while staff recommends approval be made by the City Planner, with guidance from the Technical Review Committee (TRC).

Council Members discussed whether or not to take the decision out of staff's hands. Council Members expressed that they are pleased with the removal of the hardship clause. Mr. Maness advised that with approval by City Council, another layer is added that will delay the project. He added that with staff approval, someone can appeal that decision to the Board of Adjustment if they don't agree with staff's decision. Mr. Maness stated that with Land Use decisions, State Law requires representation from the Extra Territorial Jurisdiction (ETJ).

Council Member Kimrey made the motion that the text amendment be approved as presented by staff and that the text amendment is consistent with The Graham 2035 Comprehensive Plan and that this action is reasonable and in the public interest for the following reason: Beneficial for staff as well as the City, seconded by Council Member Turner. All voted in favor of the motion.

- Amend subsection (5) to Section 10.347(c) Procedures for Site Plans as follows:

Where this ordinance requires the installation of a public sidewalk, the applicant may request to make a payment in lieu of constructing the required sidewalk. The payment shall be in an amount equal to the estimated cost of construction of the required sidewalk, which would include the cost of all materials, labor and engineering. The payment shall be used at the discretion of the City to construct or install new pedestrian infrastructure, with priority given to projects identified in an adopted plan. The City Planner, with guidance from the TRC, shall decide upon requests for this payment-in-lieu option.

Payment in lieu is not permitted if it is located adjacent to any existing sidewalk, adjacent to sidewalk appearing on a proposed development plan, adjacent to any sidewalk planned for construction within one year or any sidewalk planned for construction except where less than 150 feet of sidewalk is required.

### **Text Amendment for the City of Graham Development Ordinance-Solar Farms**

Mr. Page explained that staff, in conjunction with ESA Renewables, LLC., proposes to amend the Development Ordinance to add “Solar Farm” to our Table of Permitted Uses and update definitions.

Council Members and staff discussed the proposed decommissioning plan and how they feel that that could be expanded in the future to cover other Development Ordinances. They also discussed security fencing, planting yards, setback requirements and current industry standards. By consensus, Council Members postponed this agenda item until next month so that staff can gather more information on the areas listed above.

### **Resolution to Grant Easement to Duke Energy Carolinas, LLC to Install and Maintain Facilities on City Property at Graham Recreation Center**

Assistant City Manager Aaron Holland explained that Peak Resources is constructing a new rehabilitation and nursing center next to the Graham Recreation Center on College Street. He added that during the design phase of this project, staff and management of Peak Resources have been working collectively to relocate the existing driveway at the Graham Recreation Center to create a shared drive that would be aligned with Lashley Street. Both parties have met with Duke Energy to evaluate several options to relocate the existing power pole and guy wires currently in the area. It was determined that setting a new pole at the southeast corner of the Graham Recreation Center parcel would better the pole locations and serviceability for the installation of new facilities on the neighboring parcel. Staff recommends approval and that by relocating the pole and guy wires, the interests of both the City and Peak Resources would be attained.

Mayor Peterman made the motion we approve the Resolution to Grant Easement to Duke Energy Carolinas, LLC for the purposes of transmitting and distributing electrical energy and for communication purposes, seconded by Council Member Turner. All voted in favor of the motion.

**RESOLUTION TO GRANT EASEMENT TO DUKE ENERGY CAROLINAS, LLC AT  
GRAHAM RECREATION CENTER**

**WHEREAS**, The City of Graham "City" owns approximately 2.02 acres of property located along College Street, Sideview Street, and W. Parker Street, known as the Graham Recreation Center;

**WHEREAS**, Peak Resources recently engaged in the construction of a new facility adjacent to the Graham Recreation Center which consist of a proposed shared driveway;

**WHEREAS**, Duke Energy Carolina's LLC requests thirty (30) foot wide easement for the purposes of transmitting and distributing electrical energy and for communication purposes;

**WHEREAS**, G.S. 160A-273 permits a city to grant easements over, through, under, or across any city property;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Graham that:

The City of Graham ("City") hereby grants an easement to Duke Energy Carolina's LLC for the purposes of transmitting and distributing electrical energy and for communication purposes.

**BE IT FURTHER RESOLVED** that the City Manager and City Clerk are hereby authorized to execute the necessary documents on behalf of the City.

Adopted this 5<sup>th</sup> day of January 2016.

**Issues Not Included on Tonight's Agenda**

Lieutenant Duane Flood from the Graham Police Department spoke on the recent success their department had with the Operation Merry Christmas program.

Mr. Page recognized the work done by Garage Supervisor Gary Gerring and his wife with providing warm clothing to the people of Alamance County in memory of their daughter Meaghan.

Mayor Peterman asked for a consensus for him to attend the next school board meeting. Consensus was given.

Mayor Peterman recognized the passing of Mr. Bill Sizemore.

At 10:26 p.m. Council Member Kimrey made a motion to adjourn, seconded by Council Member McClure. All voted in favor of the motion.

---

Darcy Sperry, City Clerk

**CITY OF GRAHAM  
SPECIAL SESSION  
THURSDAY, JANUARY 14, 2016  
8:30 A.M.**

The City Council of the City of Graham met in special session at 8:30 a.m. on Thursday, January 14, 2016, in the Conference Room and Council Chambers of the Municipal Building located at 201 South Main Street.

**Council Members Present:**

Mayor Jerry Peterman  
Mayor Pro Tem Jimmy Linens  
Council Member Griffin McClure  
Council Member Lee Kimrey

**Also Present:**

Frankie Maness, City Manager  
Aaron Holland, Assistant City Manager  
Darcy Sperry, City Clerk

**Council Members Absent:**

Council Member Chip Turner

Mayor Jerry Peterman called the meeting to order and presided at 8:30 a.m.

City Manager Frankie Maness welcomed everyone and gave a brief overview of what was planned for the day. He advised that the purpose of this meeting was to have Council Members tour the City's facilities, see some of the City's special projects and hopefully come away with a better understanding of what his perception of City government is all about – preserving public safety and public health.

Following Mr. Maness' opening remarks, Council Members and staff toured the City's Municipal Building, Fire Department and Police Department. Council Members and staff then left for a windshield tour of the Boyd Creek Pump Station, City Farm, Jim Minor Road Park, North Carolina Commerce Park and the Graham-Mebane Water Treatment Plant.

Council Members and staff then stopped at the Graham Recreation Center, where they joined the seniors and staff from the Alamance Community Services program for lunch and took a tour of the center.

Council Members and staff then drove through Linwood Cemetery before stopping to tour the Public Works Department. Council Members and staff then drove through the Graham Memorial Park and stopped and toured the Graham Wastewater Treatment Plant.

Following their arrival back at the Graham Municipal Building, Mayor Peterman made a motion to adjourn at 3:49 p.m., seconded by Council Member Lee Kimrey. All voted in favor of the motion.

---

Darcy Sperry, City Clerk

CITY OF GRAHAM  
RELEASE ACCOUNTS

## FEBRUARY COUNCIL MEETING

<u>ACCT #</u>	<u>YEAR</u>	<u>RECIEPT</u>	<u>NAME</u>	<u>RE/PP</u>	<u>REASON FOR RELEASE</u>	<u>RELEASED</u>
251037	2015	4935	MCVEY, CURT STEVEN	PP	SOLD BOAT PRIOR TO JAN 1	9.66
597522	2015	4063	KELLY, JOSHUA ALLEN	PP	SOLD BOAT PRIOR TO JAN 1	3.53

**TOTAL RELEASES 13.19**



# City of Graham

P. O. Drawer 357  
 201 South Main Street  
 Graham, North Carolina 27253  
 Tel: (336) 570-6700 / Fax: (336) 570-6703

## MID YEAR REPORT

January 27, 2016

	TOTAL PROPERTY VALUATION	RATE	AMOUNT OF LEVY
TAX LEVY - CITY WIDE	935,425,833	0.455	4,256,189.50
<u>DISCOVERIES:</u>			
CURRENT YEAR & PRIOR YEARS WITH VARIOUS TAX RATES	913,021		4,154.27
<u>ANNEXATIONS:</u>	69,817		317.67
<u>ABATEMENTS:</u>	(590,176)		(2,685.78)
CURRENT LEVY	935,818,495		4,257,975.66
OUTSTANDING REAL PROPERTY TAXES:			281,020.53
OUTSTANDING PERSONAL PROPERTY TAXES:			<u>50,281.09</u>
TOTAL OUTSTANDING TAXES			331,301.62
CURRENT YEAR TAXES COLLECTED:			3,926,674.04
TO DATE, THE PERCENT OF CURRENT YEAR COLLECTED:			92.22%

I REQUEST THAT THE DATE BE SET FOR LIEN ADVERTISEMENT ON MARCH 17, 2016 IN THE ALAMANCE NEWS. COST FOR ADVERTISING WILL BE \$4.00 PER PARCEL ADVERTISED AND WILL BE CHARGED ONE TIME TO THE TAXPAYER.

Submitted by Sandy P. Callahan, Tax Collector



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**MEMO**

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**DATE:** JANUARY 27, 2016  
**TO:** FRANKIE MANESS & CITY COUNCIL  
**FROM:** SANDY P. CALLAHAN *spc*  
**RE:** DEBT SETOFF UPDATE

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The North Carolina Debt Setoff Program provides a means for counties and cities to garnish state income tax returns as well as lottery prizes to collect delinquent debts. In summary, the program involves sending qualifying debts to a Clearinghouse that has been jointly established by the NC Association of County Commissioners and the League of Municipalities. The Clearinghouse, which is operated by Five Star Computing, Inc., cross-references the debts with the NC Department of Revenue's information in order to match the debt with any available state income tax refund due the debtor. If a refund exists, then the amount(s) submitted by the counties/cities are offset and paid to the counties/cities. Debts owed to any state agency take priority over debts to local agencies, and local agency debts are set off on a first come, first serve basis.

There is a \$15 charge by Five Star Computing, Inc. and a \$5 charge by the Dept of Revenue for each successful match of an individual's tax refund. Both charges are added to the debt and no fees are charged to the City of Graham.

The City of Graham adopted to participate in the North Carolina Debt Setoff Program (N.C.G.S. 105A) on May 7, 2002. We are in our fourteenth year participating in the program and it has been very profitable for the City of Graham. Please see our results to date below.

**OVERALL TOTALS**

<u>YEAR</u>	<u>TAX</u>	<u>UTILITY</u>	<u>POLICE</u>	<u>LAKE</u>	<u>TOTAL</u>	<u>REFUND</u>	<u>ACTUAL TOTAL</u>
2003	299.46	596.28			895.74	0.00	895.74
2004	1,000.13	5,721.15			6,721.28	0.00	6,721.28
2005	4,876.92	5,095.24			9,972.16	(859.43)	9,112.73
2006	1,083.01	4,411.98			5,494.99	(374.20)	5,120.79
2007	3,076.88	8,973.95			12,050.83	(666.16)	11,384.67
2008	2,150.13	6,279.26			8,429.39	(1,072.72)	7,356.67
2009	1,015.83	10,191.10			11,206.93	(1,019.79)	10,187.14
2010	1,167.67	7,454.13			8,621.80	(375.53)	8,246.27
2011	369.64	6,356.95			6,726.59	(615.41)	6,111.18
2012	82.45	8,989.31			9,071.76	(1,069.19)	8,002.57
2013	630.20	6,665.78	106.13		7,402.11	(398.97)	7,003.14
2014	2,028.10	12,098.06	568.87		14,695.03	(2,118.74)	12,576.29
2015	614.05	5,552.79	234.90	75.00	6,476.74	(395.49)	6,081.25
<b>TOTALS</b>	<b>18,394.47</b>	<b>88,385.98</b>	<b>909.90</b>	<b>75.00</b>	<b>107,765.35</b>	<b>(8,965.63)</b>	<b>98,799.72</b>



# STAFF REPORT

Prepared by Nathan Page, City Planner

## Text Amendment for Solar Farms

**Type of Request:** Text Amendment

### Meeting Dates

Planning Board on December 15, 2015

City Council on January 5, 2016

City Council on February 2, 2016

### Summary

Staff, in conjunction with ESA Renewables, LLC., proposes to amend the *Development Ordinance* to add "Solar Farm" to our Table of Permitted Uses, and update definitions.

## Contact Information

Not applicable

### Location

city-wide

### Current Zoning

not applicable

### Proposed Zoning

not applicable

### Overlay District

not applicable

### Staff Recommendation

Approval

Jurisdiction	Setback from Residential	Setback from Residence
Mebane	100'	
Orange County	100'	
Guilford County	Underlying Zone	100' from structure
Elon		100' from structure
Gibsonville	Underlying Zone	
Alamance County	Underlying "Heavy Industrial Ordinance"	

## The following additions to the Development Ordinance are proposed:

### *Article II. Definitions:*

Solar Farm – A utility-scale commercial solar energy system, the full size of which (including all equipment, accessory buildings, and planting yards) is one acre or more. Solar Farm site plans shall require the approval of the TRC. *(Added xx/xx/xxxx)*

Decommissioning Plan – A plan which has the following stipulations and is recorded at the Register of Deeds;

1. Defined conditions upon which decommissioning will be initiated (i.e., end of lease, condition of a potential public safety hazard, etc.)
2. Removal of all non-utility owned equipment, structures, fencing, roads, and foundations, etc.; and restoration of property to condition prior to development of the development.
3. The time-frame for completion of removal and decommissioning activities.
4. Signed statement from the party responsible for completing the Decommissioning Plan acknowledging such responsibility. *(Added xx/xx/xxxx)*

Use Type	R-18	R-15	R-12	R-9	R-7	C-R	R-MF	R-G	O-I	C-O-I	B-3	B-2	B-1	C-B	I-1	C-I	I-2	C-MXR	C-MXC	LUC
Solar Farm, See Note 24						C				C				C	X	C	X	C	C	2

Note 24. **Solar Farms** - Power inverters and other sound producing equipment shall be no less than 150' from any property line. All solar farms shall be enclosed with a minimum of six feet high security fencing. Solar farms shall be constructed with at least a Type C planting yard, and shall abide by higher requirements when applicable. The height of no panel can exceed fifteen feet. Prior to final approval of the Electrical Permit, a Decommissioning Plan (see definitions) shall be submitted to the City. *(Added xx/xx/xxxx)*

### Conformity to The Graham 2035 Comprehensive Plan and Other Adopted Plans

In the Vision of the GCP, the plan calls for a healthy environment which includes investments in renewable energy sources.

<b>Planning District</b> All
<b>Development Type</b> All

- 2.4.4 Green Industry Growth.** Encourage improvements to the cleanliness, safety, and ecological performance of industrial development and freight corridors by facilitating adoption of new technology and design, conserving trees on industrial properties, and use of renewable energy sources. *The approval of Solar Farms as a use by right in the Industrial districts will permit their placement in appropriate areas.*
- 2.4.5 Attract Green Industry.** Work to attract environmentally responsible companies and foster growth in green industries in Graham. *Permitting Solar Farms in this location, with these regulations, will allow green industry to develop while still protecting the interests of neighboring property owners.*

#### Applicable Planning District Policies and Recommendations

- Not applicable; city-wide.

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#### Staff Recommendation

Based on *The Graham 2035 Comprehensive Plan* and best practices, staff recommends **approval** of the text amendment. The following supports this recommendation:

- The proposed solar farm text amendment furthers goals of *The Graham 2035 Comprehensive Plan* and will accomplish the purposes of the revisions.



# PLANNING BOARD Recommendation & Statement of Consistency

Per NCGS 160A-383, zoning regulations shall be made in accordance with an adopted comprehensive plan and any other officially adopted plan that is applicable. The Planning Board shall advise and comment on whether the proposed amendment is consistent with "The Graham 2035 Comprehensive Plan" and any other officially adopted plan that is applicable. The Planning Board shall provide a written recommendation to the City Council that addresses plan consistency and other matters as deemed appropriate by the Planning Board, but a comment by the Planning Board that a proposed amendment is inconsistent with "The Graham 2035 Comprehensive Plan" shall not preclude consideration or approval of the proposed amendment by the City Council.

**Solar Farms**  
**Type of Request**  
Text Amendment  
**Meeting Dates**  
Planning Board on December 15, 2015  
City Council on January 5, 2015

I move to recommend **APPROVAL** of the application as presented.

I move to recommend **DENIAL**.

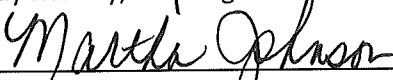
The application is **consistent** with *The Graham 2035 Comprehensive Plan*.

The application is **not fully consistent** with *The Graham 2035 Comprehensive Plan*.

This report reflects the recommendation of the Planning Board, this the 15<sup>th</sup> day of December, 2015.

Attest:

  
\_\_\_\_\_  
Andy Rumley, Planning Board Chairman

  
\_\_\_\_\_  
Martha Johnson, Secretary



## City Council Decision & Statement of Consistency

*Per NCGS 160A-383, zoning regulations shall be made in accordance with an adopted comprehensive plan and any other officially adopted plan that is applicable. When adopting or rejecting any zoning amendment, the City Council shall also approve a statement describing whether its action is consistent with the "The Graham 2035 Comprehensive Plan" and briefly explaining why the City Council considers the action taken to be reasonable and in the public interest. The Planning Board shall provide a written recommendation to the City Council, but a comment by the Planning Board that a proposed amendment is inconsistent with the "The Graham 2035 Comprehensive Plan" shall not preclude consideration or approval of the proposed amendment by the City Council.*

**Solar Farms**

**Type of Request**  
Text Amendment

**Meeting Dates**  
Planning Board on December 15, 2015  
City Council on January 5, 2016  
City Council on February 2, 2016

*Choose one...*

- I move that the text amendment be **APPROVED**.
- I move that the text amendment be **DENIED**.

*Choose one...*

- The text amendment **is consistent** with *The Graham 2035 Comprehensive Plan*.
- The text amendment **is not fully consistent** with *The Graham 2035 Comprehensive Plan*.

*State reasons...*

This action is reasonable and in the public interest for the following reasons:

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This report reflects the decision of the City Council, this the 2<sup>nd</sup> day of February, 2016.

Attest:

\_\_\_\_\_  
Gerald R. Peterman, Mayor

\_\_\_\_\_  
Darcy L. Sperry, City Clerk

PLANNING ZONING BOARD  
Tuesday, December 15, 2015

The Planning & Zoning Board held their regular meeting on Tuesday, December 15, 2015 in the Council Chambers of the Graham Municipal Building at 7:00 p.m. Board members present were Dean Ward, Andy Rumley, Bonnie Blalock, Bill Teer, Michael Benesch, and Ricky Hall. Kenneth Dixon was absent. Staff members present were Nathan Page, City Planner, Aaron Holland, Assistant City Manager, and Martha Johnson, Zoning/Inspections Technician.

Chair Andy Rumley called the meeting to order and gave the Overview of the Board and general meeting rules. Ricky Hall gave the invocation.

1. Public comment on non-agenda items. There were none.
2. Approval of the November 17, 2015 meeting minutes. Ricky Hall made a motion for approval, second by Bonnie Blalock. All voted in favor.
3. New Business. Rogers/Windsor Rezoning RZ1504. Nathan Page stated this was an application by Windsor Investments to rezone approximately 60 acres from R18 to R9. Mr. Page said this was a request to develop single-family homes utilizing the available public water and sewer adjacent to the site.

Tom Hall with Windsor Homes at 5603 New Garden Village Drive Greensboro, NC spoke representing his company. Mr. Hall gave a brief overview of their company. Mr. Hall stated that his company plans to have approximately 100 lots there along with two points of access and 29 +/- acres of open space near the creek. Mr. Hall said the property would be annexed into the City of Graham. Mr. Hall said they had several meetings with Graham Planning Department and DOT concerning their proposed project. Windsor Homes also had a meeting with adjacent property owners with a question and answer session and also gave them notification of the City of Graham's meeting this evening.

Hubert Ryan of 2566E Rogers Road spoke next. Mr. Ryan stated he had lived there since 1979. Mr. Ryan said he had no problem with the sale of the land but he was not happy with the 9000 square foot lots, he felt the homes would be too close together and he had concerns about the flood plain area.

Dan Lester of 2472 Rogers Road spoke. Mr. Lester is against the rezoning to R9 and would like to leave it R18. Mr. Lester is worried about his property values going down.

Tom Hall said that the zoning they are applying for would allow for 8 foot side setbacks which would make the homes 16 feet apart. Mr. Rumley asked Tom Hall what was Windsor's vision for this project. Mr. Page mentioned that anything Tom Hall says is not legally binding at this point. Mr. Rumley agreed with him but he just wanted some idea for the adjacent property owners. Tom Hall said Windsor hopes to build one and two story homes, 2000 – 3500 square foot with stone and brick on the front with vinyl on the sides. Tom Hall said this is typically the size lots they build on.

Ricky Hall made a motion to recommend approval, second by Andy Rumley. The motion was denied 4 to 2. Another motion was made to recommend denial by Bonnie Blalock, second by Michael Benesch. The vote was 4 to 2 for denial because the plan is not fully consistent with the 2035 Comprehensive Plan.

4. Old Business

a. Discussion regarding the City of Graham Development Ordinances:

AM1501 Electronic Billboards. The Board had some discussion about scrolling signs and dimmer systems. Ricky Hall made a motion to approve, second by Dean Ward. All voted aye and it is consistent with the Graham 2035 Comprehensive Plan.

AM1502 Construction Surety. This amendment is to conform to the current state statues which would require us to reduce our Construction Surety requirements from 150% to 125%. Mr. Hall made a motion to approve, second by Dean Ward. All voted aye and it is consistent with the Graham 2035 Comprehensive Plan.

AM1503 Future Development. Staff proposes to amend this to define “future development”. The Board felt this needed more discussion. Dean Ward made a motion to table this item until next month, second by Michael Benesch. All voted aye for this item to be tabled.

AM1504 Handicapped Parking. This is a proposal by Staff to add handicapped parking requirements where they will be visible by developers in the Off-Street Parking Chapter. Ricky Hall made a motion to approve with the following changes to the required minimum number of accessible spaces:

Total	Accessible
1 to 5	1
6 to 10	2
11 to 25	3
26 to 50	4
51 to 150	5

Michael Benesch seconded the motion, all voted aye with it being consistent with the 2035 Comprehensive Plan.

AM1505 Parking Maximums. Ricky Hall made a motion to approve, second by Andy Rumley. All voted aye and it is consistent with the 2035 Comprehensive Plan.

AM1506 Sidewalk Payment-in-Lieu. Mr. Ward spoke with concern that this amendment was too open ended and too broad. Mr. Ward felt that staff should not make that decision and it should be done by City Council. After much discussion Mr. Holland said this was not allowing anyone to escape the sidewalk, it was holding them accountable for it. Mr. Ward made a motion to amend the amendment to add that City Council make the final decision not TRC nor the City Planner and an estimate would be required and paid by the developer and the estimate for the construction come from the City of Graham’s engineer. Ricky Hall second the motion, all voted aye stating that it is consistent with the 2035 Comprehensive Plan.

AM1507 Solar Farms. This amendment is to clarify the definition of a solar farm which is one or more acres, and would also require a Decommissioning Plan initially. Ricky Hall made a motion to approve, second by Michael Benesch. All voted aye and it is consistent with the 2035 Comprehensive Plan.

For the next meeting, the amendments to the Development Ordinance for definitions of singular/plural, residential narrow streets, applying for a text amendment, variances requiring TRC approval, and further explaining the rebuilding of non-conforming structures will be discussed.



No further business the meeting was adjourned.

Respectfully Submitted,  
Martha Johnson  
Inspections/Zoning Technician

DRAFT



# STAFF REPORT

SUBJECT:	PHASE 1-ELM STREET SIDEWALK IMPROVEMENTS AWARD
PREPARED BY:	AARON HOLLAND & FRANKIE MANESS

## REQUESTED ACTION:

Award contract to lowest responsible bidder for Phase 1-Elm Street Sidewalk Improvements Project.

## BACKGROUND/SUMMARY:

The City of Graham and the North Carolina Department of Transportation (NCDOT) executed a sidewalk agreement in April 2011 for the construction of a sidewalk on the west side of NC 49 (Elm Street) between NC 54 and Parker Street. As part of the Municipal Agreement, the City was responsible for obtaining all necessary permits, design and preparation of plans specifications, and acquisition of right of way/easements including relocating or adjusting all utilities in conflict with the project. The project construction is divided into phases where Phase 1 extends from NC-54 to Albright Avenue.

The Municipal Agreement provides funding in the not to exceed amount of \$100,000.00 for construction of the project. The City held a bid opening on January 21, 2016 at 3:00pm in the Council Chambers. There were seven (7) bids received ranging from \$131,281.73 to \$296,831.75. As stipulated by the agreement, the City will be responsible for funding in excess of \$100,000.00 and for CEI services.

## FISCAL IMPACT:

The total cost for construction activities for Phase 1 is estimated to be \$165,000. See Budget Amendment for greater detail.

## STAFF RECOMMENDATION:

Staff and AWCK recommend approval for a contract to be awarded to Sandhill Contractors, Inc. of Sanford, NC. The Elm Street sidewalk is recognized in the *City of Graham Pedestrian Transportation Plan* as a "High Priority".

## SUGGESTED MOTION(S):

I move we award the contract to the low bidder, Sandhills Contractors, Inc. of Sanford, NC in the amount of \$131,281.73 subject to concurring approval from NCDOT for Phase 1-Elm Street Sidewalk Improvement Project.

January 22, 2016

Mr. Frankie Maness, City Manager  
City of Graham  
PO Drawer 357  
Graham, NC 27253

Subject: Elm Street Sidewalk Improvements – Phase 1  
NCDOT Project No. ER-2971G; WBS Element 3607.3.06

Dear Mr. Maness:

Bids for the subject project were received on January 21, 2016 at 3:00 PM in the Council Chambers of the Graham Municipal Building. There was good interest in this project as evidenced by the receipt of seven (7) bids. The bids received ranged from \$131,281.73 to \$296,831.75. Please find enclosed a Tabulation of Bids for the subject project. We have reviewed all bids for accuracy and compliance with the bid documents and found all bids were in compliance with bid requirements with no irregularities. The low bidder, Sandhills Contractors, Inc. of Sanford, NC, complied with the DBE goal of 8%.

The low bid of \$131,281.73 is approximately 9.2% less than our August pre-bid estimate of \$144,625.00. Although the low bid is less than our estimate, the bids were competitive as 4 bids were under our estimate and a fifth bid only 0.3% above our estimate.

The Municipal Agreement provides funding in the not to exceed amount of \$100,000.00 for construction of this project. The City will be responsible for funding in excess of \$100,000.00 and for CEI services.

We recommend that the City award a contract contingent to concurring approval from NCDOT to the low bidder, Sandhills Contractor, Inc of Sanford, NC in the amount of \$131,281.73 in accordance with their bid.

Should you have any questions or need any additional information, please feel free to contact me.

With Kind Regards,

Mark D. Reich, P.E.

## TABULATION OF BIDS

### City of Graham

Elm Street Sidewalk Improvements – Phase 1 3:00 PM, Thursday, January 21, 2016

NCDOT Project No. ER-2971G / WBS Element No. 3607.3.06 / AWCK Project No. 10005/13092

Graham Municipal Building

201 South Main Street, Graham, N.C. 27253

CONTRACTOR	N.C. LICENSE NO.	NCDOT PREQUALIFICATION STATUS	BID SECURITY	ADDENDUMS RECEIVED	TOTAL BID AMOUNT	% DBE
Sandhills Contractors, Inc	25707	Bidder	5% Bid Bond	Yes	\$ 131,281.73	9.14%
Little Mountain Builders	55225	Bidder	5% Bid Bond	Yes	\$ 133,621.60	8.0%
Hollins Construction	69738	PO Prime Contractor	5% Bid Bond	Yes	\$ 135,993.00	25.0%
Atlantic Contracting Co Inc	64230	Bidder	5% Bid Bond	Yes	\$ 144,983.50	8.3%
Smith-Rowe, LLC	70021	Bidder	5% Bid Bond	Yes	\$ 145,047.00	13.0%
Country Boy Landscaping, Inc.	67108	Bidder	5% Bid Bond	Yes	\$ 158,888.88	8.0%
Triangle Grading & Paving, Inc.	17456	Bidder	5% Bid Bond	Yes	\$ 296,831.75	8.0%

**THIS IS CERTIFIED TO BE A TRUE COPY OF BIDS RECEIVED**

Mark D. Reich, P.E. - N.C. License No. 12634

**ALLEY, WILLIAMS, CARMEN & KING, INC.**

Firm's License Number: F-0203



# **SPECIFICATIONS AND BID DOCUMENTS**

FOR

## **SIDEWALK ENHANCEMENT PROJECT - PHASE 1 ELM STREET**

NCDOT PROJECT NO. ER-2971 G      WBS ELEMENT NO. 3607.3.06  
ALAMANCE COUNTY, GRAHAM, NORTH CAROLINA

### **OWNER: CITY OF GRAHAM**

201 South Main Street  
Graham, North Carolina

**Mayor: Jerry Peterman**

**Mayor Pro Tem: Jimmy Linens**

**Council Members:**

**Lee Kimery  
Griffin McClure  
Chip Turner**

**City Manager – Frankie Maness  
City Planner – Nathan Page  
Public Works Director– Terry Worth**

Prepared by:



alley, williams, carmen & king, inc.  
engineers and architects  
740 chapel hill road - post office box 1179  
burlington, north carolina 27216-1179



## TABLE OF CONTENTS

	<u>Page No.</u>
<b>COVER SHEET</b>	
<b>TABLE OF CONTENTS</b>	TOC-1:TOC-2
<b>INVITATION TO BID</b>	IB-1:IB-3
<b>CONTRACT PROPOSAL SHEET</b>	P-1
<b>INSTRUCTIONS TO BIDDERS</b>	INS-1:INS-2
<b>NCDOT STANDARD NOTES</b>	SN-1:SN-2
<b>REVISIONS TO THE NCDOT 2012 STANDARD SPECIFICATIONS</b>	SSRev-1
<b><u>PROJECT SPECIAL PROVISIONS</u></b>	
<b>General</b>	<b>1-25</b>
Contract Time and Liquidated Damages .....	1
Intermediate Contract Time 1 and Liquidated Damages .....	1
Intermediate Contract Time 2 and Liquidated Damages .....	1-2
Permanent Vegetation Establishment .....	2-3
No Major Contract Items .....	3
No Specialty Items .....	3
Fuel and Asphalt Price Adjustments .....	3
Disadvantaged Business Enterprise (Municipalities) .....	3-14
Certification for Federal-Aid Contracts .....	14
US Department of Transportation Hotline .....	15
Subsurface Information .....	15
Locating Existing Underground Utilities .....	15
Resource Conservation .....	15
Domestic Steel .....	16
Maintenance of the Project .....	16
Twelve Month Guarantee .....	16-17
Gifts from Vendors and Contractors .....	17
Liability Insurance .....	17
Erosion and Sediment Control/Stormwater Certification .....	18-21
Procedure for Monitoring Borrow Pit Discharge .....	21-23
Employment .....	23-24
State Highway Administrator Title Change .....	24
Subletting of Contracts .....	24
Partial Payments .....	24-25
Mobilization .....	25
<b>Roadway</b>	<b>26-44</b>
Clearing, Grubbing – Method II .....	26
Burning Restrictions .....	26
Shoulder and Fill Slope Material .....	26
Patching Existing Pavement .....	27
Masonry Wall Repair .....	28
Concrete Curb and Gutter .....	29
Detectable Warnings for Proposed Curb Ramps .....	30-31
Adjustment of Manholes, Meter Boxes, and Valve Boxes .....	31
Street Signs and Markers and Route Markers .....	31
Materials .....	31-41
High Strength Concrete for Driveways .....	41
Shoulder and Slope Borrow .....	41-42
Concrete Steps .....	42-43
Safety Handrail .....	43-44

	<u>Page No.</u>
<b>Traffic Control</b>	<b>45-49</b>
Temporary Traffic Control.....	45-48
Pavement Markings and Markers .....	48-49
<b>Erosion Control</b>	<b>50-57</b>
General .....	50
Stabilization Requirements .....	50
Seeding and Mulching .....	50-52
Temporary Seeding .....	52
Fertilizer Topdressing .....	52
Supplemental Seeding .....	52
Mowing .....	52
Lawn Type Appearance .....	52
Minimize Removal of Vegetation .....	53
Wattle with Polyacrylamide (PAM) .....	53-54
Stockpile Areas .....	54
Waste and Borrow Sources .....	54-55
National Pollutant Discharge Elimination System (NPDES) .....	55-57
<b>Utilities</b>	<b>58</b>
Utilities by Others .....	58
Utilities by Contractor .....	58
<b><u>PERMITS</u></b>	<b>59</b>
<b><u>STANDARD SPECIAL PROVISIONS</u></b>	<b>60-81</b>
Availability of Funds – Termination of Contracts .....	60
NCDOT General Seed Specification for Seed Quality .....	60-62
Errata .....	62-63
Plant and Pest Quarantines .....	63-64
Award of Contract .....	64
Minority and Female Employment Requirements .....	64-66
Required Contract Provisions Federal-Aid Construction Contracts .....	67-75
On-The-Job Training .....	75-77
General Decision NC 150101 01/23/2015 NC101 .....	78-81
<b><u>BID FORM</u></b>	
Bid Form .....	BF-1:BF-3
Listing of DBE Subcontractors .....	DBE-1:DBE-2
Execution of Bid, Non Collusion Affidavit, Debarment and Gift Ban Certification .....	EB-1:EB-8
Bid Bond .....	BB-1:BB-7
<b><u>CONTRACT FORMS</u></b>	
Payment Bond .....	PAB-1 to PAB-9
Performance Bond .....	PEB-1 to PEB-9
Certificate of Insurance .....	CI-1
E-Verify Form .....	EV-1
Certificate of Finance Officer .....	CFO-1
Acceptance Sheet .....	Misc 7-1

## **INVITATION TO BID**

City of Graham  
201 South Main Street  
Graham, North Carolina 27253  
Elm Street Sidewalk Enhancement Project – Phase 1

Sealed bids will be received by the City of Graham (Owner), 201 South Main Street, Graham, North Carolina 27253 at the Graham Municipal Building, until **3:00 PM, Thursday, January 21, 2016** for the Elm Street Sidewalk Enhancement Project – Phase 1, NCDOT Project No.: ER-2971 G.

At said place and time, and promptly thereafter, all bids that have been duly received will be publicly opened and read aloud.

The proposed work is generally described as follows: Grading; Demolition, Concrete Sidewalk and Erosion Control. Attached with this Invitation to Bid is a complete list of bid items and quantities.

Plans and Bid Documents are on file for examination at the Graham Municipal Building, 201 South Main Street, Graham, North Carolina, and at the office of Alley, Williams, Carmen & King, Inc. 740 Chapel Hill Road, Burlington, North Carolina. Bid Documents and Construction Drawings, may be obtained from Consulting Engineer upon request.

All questions related to this project during the advertisement period shall be submitted to Mark Reich, PE, Project Engineer, at the office of the Engineer (email address is mreich@awck.com).

A pre-bid meeting will be held at **1:00 PM on Thursday, January 7, 2016** in the Graham Municipal Building Conference Room.

**CONTRACTOR'S LICENSE:** Non-licensed contractors are permitted to submit bids, however they must be licensed prior to performing any work. Bidders are permitted 60 days, after bid opening, to become licensed by the North Carolina Licensing Board. If they fail to do so within 60 days, their bid will be considered non-responsive and will be rejected. See NCDOT Standard Notes, item E for additional information.

**PREQUALIFICATION REQUIREMENTS:** Any firm that wishes to perform work on this project as either the prime contractor or as a subcontractor must be prequalified for the type of work they wish to perform. Firms that wish to bid on the project as the prime contractor must be prequalified prior to submitting their bid. Firms that wish to perform as subcontractors must be prequalified prior to beginning work on a given project. See NCDOT Standard Notes, item B for additional information.

**BID SECURITY:** Each Bid shall be accompanied with a deposit of cash or CERTIFIED CHECK on some bank or trust company insured by the Federal Deposit Insurance Corporation in an amount equal to not less than five percent (5%) of the Bid, said check to be made payable to the City of Graham.



In lieu of the above cash or CERTIFIED CHECK, the Bidder may execute a Bid Bond for the same amount. See NCDOT Standard Notes, item F for additional information. Use appropriate Bid Bond Form (pages BB-1 to BB-7).

Successful Bidder will be required to furnish a Construction Performance bond and a Construction Payment Bond as security for the faithful performance and the payment of all bids and obligations arising from the performance of the Contract. See NCDOT Standard Notes, item F for additional information.

Bidders shall make a Good Faith Effort to use Disadvantaged Business Enterprises (DBE) in accordance with Bid Documents. The DBE goal for the project is **EIGHT PERCENT (8%)**. Minority and female owned businesses are invited and encouraged to bid. Minimum Wage requirements for labor shall comply with the Proposal/Bid Documents.

Owner reserves the right to reject any or all Bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional bids, and to reject the bid of any Bidder if Owner believes that it would not be in the best interest of Owner to make an award to that Bidder. Owner also reserves the right to waive informalities.

If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within the number of days set forth in the Bid Form. No bidder may withdraw their bid within sixty (60) days after the actual date of the opening thereof.

**ENGINEER:**

Alley, Williams, Carmen & King, Inc.  
Post Office Box 1179 (27216-1179)  
740 Chapel Hill Road  
Burlington, North Carolina 27215  
336-226-5534 (Phone)  
336-226-3034 (Fax)

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Frankie Maness, City Manager

**CONTRACT ID: ER-2971 G****DIV OFFICE: GRAHAM****LENGTH: 0.23 MI****COUNTY: ALAMANCE****GRADING, DRAINAGE, CONCRETE SIDEWALKS, AND EROSION CONTROL****DBE GOAL: EIGHT (8%) PERCENT****COMPLETION DATE: 270 CALENDAR DAYS****OWNER: CITY OF GRAHAM****ELM STREET SIDEWALK ENHANCEMENT PROJECT – Phase 1****ROADWAY ITEMS**

Lump Sum	LS	Mobilization
Lump Sum	LS	Construction Surveying
Lump Sum	LS	Grading
25	SY	Geotextile for Soil Stabilization
20	CY	Shallow Undercut Excavation
40	Tons	Class IV Subgrade Stabilization
40	Tons	Incidental Stone Base
5	Tons	Patching Existing Pavement
2.5	CY	Concrete Steps
26	LF	Safety Handrail
Lump Sum	LS	Masonry Wall Repair
50	LF	2'-6" Concrete Curb and Gutter
400	SY	4" Thick Concrete Sidewalk
310	SY	6" Thick Concrete Driveways
6	Each	Concrete Curb Ramps
4	Each	Adjustment of Water Meter or Cleanouts
Lump Sum	LS	Chain Link Fence Removal and Replacement
Lump Sum	LS	Traffic Control
144	SF	Work Zone Advance/General Warning Signing
275	LF	Thermoplastic Pavement Marking Lines, 8", 120 mils
45	LF	Thermoplastic Pavement Marking Lines, 24", 120 mils
450	LF	Temporary Silt Fence
10	Tons	Sediment Control Stone, No. 5 or 57
920	SY	Matting for Erosion Control
100	LF	Wattle
2	LBS	Polyacrylamide (PAM)
0.33	Acre	Seeding and Mulching
75	Lb	Seed for Repair Seeding
0.15	Tons	Fertilizer for Repair Seeding
40	Lb	Seed for Supplemental Seeding
0.1	Tons	Fertilizer for Topdressing

**CITY OF GRAHAM**

PUBLIC SERVICES DEPARTMENT and PLANNING DEPARTMENT

**CONTRACT PROPOSAL**

**TIP NUMBER: ER-2971 G**

**WBS Element No.: 3607.3.06**

**COUNTY: ALAMANCE**

**DESCRIPTION: Construction of concrete sidewalks on Elm Street (NC 49).**

**DATE OF ADVERTISEMENT: MONDAY, December 14, 2015**

**NON-MANDATORY PRE-BID MEETING: 1:00Thursday, January 7, 2016**

**BID OPENING: Thursday, January 21, 2016**

**\*\*\* NOTICE \*\*\***

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. FOR CONTRACTS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD, BIDDERS ARE REQUIRED TO BECOME LICENSED BY THE NC LICENSING BOARD. NON-LICENSED BIDDERS ARE PERMITTED 60 DAYS AFTER BID OPENING TO OBTAIN PROPER LICENSING FOR THE TYPE OF PROJECT BEING LET. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

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NAME OF BIDDER

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ADDRESS OF BIDDER

**RETURN BIDS TO: City of Graham, Planning Department**

**Attention: Frankie Maness**

**Person's Title: City Manager**

**Physical Address: 201 South Main Street, Graham, NC 27253**

**ALL BIDS MUST BE RECEIVED PRIOR TO THE DATE AND TIME LISTED ABOVE.**

## INSTRUCTIONS TO BIDDERS

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

**All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.**

- 1.** The bid form furnished by the City of Graham with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID FORM FROM THE PROPOSAL!**
- 2.** All entries on the bid form, including signatures, shall be written in ink.
- 3.** The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. **\*\*\*Unit prices must be limited to TWO decimal places.\*\*\***
- 4.** An amount bid shall be entered on the bid form for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the form.
- 5.** The total amount bid shall be written in figures in the proper place on the bid form. The total amount shall be determined by adding the amounts bid for each item.
- 6.** Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use "White Out" or similar product to make corrections.
- 7.** The bid shall be properly executed. All bids shall show the following information:
  - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
  - b. Name of individual or representative submitting bid and position or title.
  - c. Name, signature, and position or title of witness.
  - d. Federal Identification Number
  - e. Contractor's License Number (If available)
- 8.** Bids submitted by corporations shall bear the seal of the corporation.
- 9.** The bid shall not contain any unauthorized additions, deletions, or conditional bids.

10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

**11. THE PROPOSAL WITH THE BID FORM STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE CITY OF GRAHAM CITY HALL, 201 SOUTH STREET , BY 3:00 PM ON, THURSDAY, JANUARY 21, 2016.**

12. The sealed bid must display the following statement on the front of the sealed envelope:

**“QUOTATION FOR – ELM STREET SIDEWALK ENHANCEMENT PROJECT - PHASE 1 - ER-2971 G, ALAMANCE COUNTY, NORTH CAROLINA TO BE OPENED AT 3:00 PM ON THURSDAY, JANUARY, 21, 2016.”**

13. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**CITY OF GRAHAM**

**Attn: Frankie Maness, City Manager**

**201 South. Main Street, PO Drawer 357**

**Graham, North Carolina 27253**

**NCDOT STANDARD NOTES** (Federal Aid)

- A. NCDOT Standard Specifications – The 2012 North Carolina Department of Transportation Standard Specifications for Roads and Structures, herein referred to as the ‘Standard Specifications’, and the 2012 Roadway Standard Drawings, shall apply to all portions of this project except as may be modified by this document.
- B. Bidder Prequalification - Bidders are required to be prequalified with NCDOT for their specific discipline. Contractors wishing to become prequalified may obtain information through the NCDOT website at: <http://www.ncdot.gov/business/ocs>.
- C. Disadvantaged Business Enterprise References - Since this is a Federal-aid project with DBE participation, only those requirements and goals set forth by NCDOT Goal Setting Committee are applicable. References to any other requirements or to N.C. General Statute 143-128.2 shall not apply to this project. Refer to Special Provision SP1 G63.
- D. Award of Contract - The contract will be awarded to the lowest responsible, responsive bidder. Alternate items will not be considered in determining the low bidder and will only be evaluated after the award of the contract is made.
- E. Contractor Licensing – On all Federal-aid contracts, non-licensed contractors are permitted to submit bids, however they must be licensed prior to performing any work. Bidders are permitted 60 days, after bid opening, to become licensed by the North Carolina Licensing Board. If they fail to do so within 60 days, their bid will be considered non-responsive and will be rejected. If the successful bidder does not hold the proper license to perform any plumbing, heating, air conditioning, or electrical work in this contract, he will be required to sublet such work to a contractor properly licensed in accordance with *Article 2 of Chapter 87 of the General Statutes* (licensing of heating, plumbing, and air conditioning contractors) and *Article 4 of Chapter 87 of the General Statutes* (licensing of electrical contractors).
- F. Bonds - Please note that all Bid Bonds, Payment Bonds, and Performance Bonds required for this project, shall be those found on the NCDOT website. The bonds are located at:
- Bid Bonds (M-5):  
[http://www.ncdot.gov/doh/preconstruct/ps/Word/Other/LGA\\_Bid\\_Bond.doc](http://www.ncdot.gov/doh/preconstruct/ps/Word/Other/LGA_Bid_Bond.doc)
- Payment Bonds (M-6):  
[http://www.ncdot.gov/doh/preconstruct/ps/Word/Other/LGA\\_Payment\\_Bonds.doc](http://www.ncdot.gov/doh/preconstruct/ps/Word/Other/LGA_Payment_Bonds.doc)
- Performance Bonds (M-7):  
[http://www.ncdot.gov/doh/preconstruct/ps/Word/Other/LGA\\_Performance\\_Bonds.doc](http://www.ncdot.gov/doh/preconstruct/ps/Word/Other/LGA_Performance_Bonds.doc)
- G. Liability Insurance – In addition to any insurance requirements as may be required by the LGA, the Contractor is obligated to comply with Article 107-15 of the *Standard Specifications* including the dollar limits set forth.

- H. Buy America – This project shall be governed by the Buy America requirements, for the use of domestic steel and iron products, as outlined in the *Standard Specifications*.
- I. Proprietary Items - When a proprietary (brand name) product, whether material, equipment or procedure, are specified in the plans or specifications, they are used only to denote the style, type, character, and quality desired of the product. They do not restrict the bidder from proposing other brands, makes, or manufacturers, which are determined to be of equal quality. The approval, or disapproval of those products, will be made by the Engineer prior to allowing those product(s) or material(s) to be incorporated into the work.
- J. Retainage by LGAs – The LGA for this contract will not retain any amount or percentage from progress payments or final estimates due the contractor.  
Retainage by Contractors – Contractors is NOT permitted to retain any amount or percentage from monies due their subcontractors or material suppliers on federally funded projects except as permitted by Subarticle 109-4(B) of the *Standard Specifications*.
- K. Traffic Control –The requirements of the *Manual on Uniform Traffic Control Devices (MUTCD)* – FHWA, as amended by the *NCDOT Supplement to MUTCD*, shall apply. Traffic Control, both vehicular and pedestrian, shall be maintained throughout the project as required by these specifications as modified by the project plans or special provisions.

**REVISIONS TO THE NCDOT 2012 STANDARD SPECIFICATIONS:**

1. *Article 102-1* - Delete this section in its entirety.
2. *Subarticle 102-8(B) Electronic Bids* – Delete this section in its entirety.
3. *Subarticle 102-12(A)-Paper Bids* – In line 5 the reference to “Contract Officer” shall be changed to “Planning Director”.
4. *Subarticle 102-12(B) Electronic Bids* – Delete this section in its entirety.
5. *Subarticle 103-2(B) Electronic Bids* – Delete this section in its entirety.
6. *Subarticle 103-3(A)-Criteria for Withdrawal of Bid* – Modify the reference “G.S.136-28.1” to “G.S.143-129.1”. In that same subarticle under (5), in the line 28, modify “State Contract Officer” to “City Manager”.
7. *Article 103-7* - In the first sentence, modify “14” calendar days to “10” per G.S.143-129.
8. *Article 103-9* - In the first sentence, modify “14” calendar days to “10” per G.S.143-129.
9. *Article 105-9 Construction Stakes, lines and Grades* - The Municipality will not set the stakes, lines or grades for this project.
10. *Article 107-5* – In line 11, change the word “entity” to “municipality”.
11. *Article 108-2* – Add the following requirement to this article after line 16 on page 1-65, “The municipality may add additional requirements as noted in the bid proposal”.
12. *Article 108-3* – Change “Division Engineer” in line 18, to “Engineer”.
13. *Article 108-4* – Change “Resident Engineer” in line 26 to “Engineer”.
14. *Article 109-8* – Delete this article in its entirety. Fuel Price Adjustments will not apply to this project.
15. *Article-620-4* - Delete line 3 through 27 on page 6-39. Asphalt Price Adjustments will not apply to this project.



## PROJECT SPECIAL PROVISIONS

### GENERAL

#### CONTRACT TIME AND LIQUIDATED DAMAGES (No Permits):

(4-17-12)

108

SP1 G07 C

The date of availability for this contract is the date as established in the Notice to Proceed issued by the Engineer.

The completion date for this contract will be established in Notice to Proceed and will be **TWO HUNDRED SEVENTY (270)** consecutive calendar days after and including the Notice to Proceed date.

Except where otherwise provided by the contract, observation periods required by the contract will not be a part of the work to be completed by the completion date and/or intermediate contract times stated in the contract. The acceptable completion of the observation periods that extend beyond the final completion date shall be a part of the work covered by the performance and payment bonds.

The liquidated damages for this contract are **Three Hundred Dollars (\$300.00)** per calendar day. These liquidated damages will not be cumulative with any liquidated damages which may become chargeable under Intermediate Contract Time Number 1.

#### INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:

(7-1-95) (Rev. 2-21-12)

108

SP1 G13 A

Except for that work required under the Project Special Provisions entitled *Planting, Reforestation* and/or *Permanent Vegetation Establishment*, included elsewhere in this proposal, the Contractor will be required to complete all work included in this contract and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is **NOTICE TO PROCEED date**.

The completion date for this intermediate contract time is **NINETY (90)** consecutive calendar days after and including the Notice to Proceed date.

The liquidated damages for this contract are **Three Hundred Dollars (\$300.00)** per calendar day.

Upon apparent completion of all the work required to be completed by this intermediate date, a final inspection will be held in accordance with Article 105-17 and upon acceptance, the Department will assume responsibility for the maintenance of all work except *Planting, Reforestation* and/or *Permanent Vegetation Establishment*. The Contractor will be responsible for and shall make corrections of all damages to the completed roadway caused by his planting operations, whether occurring prior to or after placing traffic through the project.

#### INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:

(2-20-07)

108

SP1 G14 A/AWCK

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on Elm Street during the following time restrictions:

DAY AND TIME RESTRICTIONS

**Monday through Saturday from sunset to 9:00 A.M. and from 4:00 P.M. to 7:00 P.M.  
Saturday sunset until Monday 9:00 A.M.**

In addition, the Contractor shall not close or narrow a lane of traffic on **any road**, detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

1. For unexpected occurrences that creates unusually high traffic volumes, as directed by the Engineer.
2. For New Year's Day, between the hours of Sunset December 31st and 9:00 a.m. January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until 9:00 a.m. the following Tuesday.
3. For **Easter**, between the hours of 4:00 P.M. Thursday and 9:00 A.M. Monday.
4. For **Memorial Day**, between the hours of 4:00 P.M. Friday and 9:00 A.M. Tuesday.
5. For **Independence Day**, between the hours of 4:00 P.M. the day before Independence Day and 9:00 A.M. the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of 4:00 P.M. the Thursday before Independence Day and 9:00 A.M. the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of 4:00 PM Friday and 9:00 AM Tuesday.
7. For **Thanksgiving Day**, between the hours of 4:00 P.M. Tuesday and 9:00 A.M. Monday.
8. For **Christmas**, between the hours of 4:00 P.M. the Friday before the week of Christmas Day and **9:00 a.m.** the following Tuesday after the week of Christmas Day.

Holidays and holiday weekends shall include New Year's, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The Contractor shall schedule his work so that lane closures will not be required during these periods, unless otherwise directed by the Engineer.

The time of availability for this intermediate contract work shall be the time the Contractor begins to install all traffic control devices for lane closures according to the time restrictions listed herein.

The completion time for this intermediate contract work shall be the time the Contractor is required to complete the removal of all traffic control devices for lane closures according to the time restrictions stated above and place traffic in the existing traffic pattern.

The liquidated damages are **Three Hundred Dollars (\$300.00)** per hour.

**PERMANENT VEGETATION ESTABLISHMENT:**

(2-16-12) (Rev. 10-15-13) (Rev 2-21-14)

104

SP1 G16/AWCK

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 *2012 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).

Once the Engineer 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 the Contract Completion Date.

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 made at contract unit prices for the affected items. Work required that is not represented by contract line items will be paid in accordance with Articles 104-7 or 104-3 of the *2012 Standard Specifications*. No additional compensation will be made for maintenance and removal of temporary erosion control items.

**NO MAJOR CONTRACT ITEMS:**

(2-19-02) (Rev. 8-21-07)

104

SP1 G31

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

**NO SPECIALTY ITEMS:**

(7-1-95)

108-6

SP1 G34

None of the items included in this contract will be specialty items (see Article 108-6 of the *2012 Standard Specifications*).

**FUEL AND ASPHALT PRICE ADJUSTMENT:**

(1-13-12)

109-8

SP1 G44/AWCK

No fuel or asphalt price adjustments will be made on this project.

**DISADVANTAGED BUSINESS ENTERPRISE (MUNICIPALITIES):**

(10-16-07)(Rev.12-17-13)

102-15(J)

SP1 G63

**Description**

The purpose of this Special Provision is to carry out the U.S. Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with Federal funds. This provision is guided by 49 CFR Part 26.

**Definitions**

*Additional DBE Subcontractors* - Any DBE submitted at the time of bid that will not be used to meet the DBE goal. No submittal of a Letter of Intent is required.

*Committed DBE Subcontractor* - Any DBE submitted at the time of bid that is being used to meet the DBE goal by submission of a Letter of Intent. Or any DBE used as a replacement for a previously committed DBE firm.

*Contract Goal Requirement* - The approved DBE participation at time of award, but not greater than the advertised contract goal.

*DBE Goal* - A portion of the total contract, expressed as a percentage that is to be performed by committed DBE subcontractor(s).

*Disadvantaged Business Enterprise (DBE)* - A firm certified as a Disadvantaged Business Enterprise through the North Carolina Unified Certification Program.

*Goal Confirmation Letter* - Written documentation from City of Graham to the bidder confirming the Contractor's approved, committed DBE participation along with a listing of the committed DBE firms.

*Local Government Agencies (City of Graham)* - The entity letting the contract.

*Manufacturer* - A firm that operates or maintains a factory or establishment that produces on the premises, the materials or supplies obtained by the Contractor.

*Regular Dealer* - A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. A regular dealer engages in, as its principal business and in its own name, the purchase and sale or lease of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns and operates distribution equipment for the products. Brokers and packagers are not regarded as manufacturers or regular dealers within the meaning of this section.

*North Carolina Unified Certification Program (NCUCP)* - A program that provides comprehensive services and information to applicants for DBE certification, such that an applicant is required to apply only once for a DBE certification that will be honored by all recipients of USDOT funds in the state and not limited to the Department of Transportation only. The Certification Program is in accordance with 49 CFR Part 26.

*Standard Specifications* - The general term comprising all directions, provisions, and requirements contained or referred to in the *North Carolina Department of Transportation Standard Specifications for Roads and Structures* and any subsequent revisions or additions to such book.

*United States Department of Transportation (USDOT)* - Federal agency responsible for issuing regulations (49 CFR Part 26) and official guidance for the DBE program.

### **Forms and Websites Referenced in this Provision**

*DBE Payment Tracking System* - On-line system in which the Contractor enters the payments made to DBE subcontractors who have performed work on the project.  
<https://apps.dot.state.nc.us/Vendor/PaymentTracking/>

*DBE-IS Subcontractor Payment Information* - Form for reporting the payments made to all DBE firms working on the project. This form is for paper bid projects only.  
<http://www.ncdot.org/doh/forms/files/DBE-IS.xls>

*RF-1 DBE Replacement Request Form* - Form for replacing a committed DBE.  
<http://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20MBE%20WBE%20Replacement%20Request%20Form.pdf>

*SAF Subcontract Approval Form* - Form required for approval to sublet the contract.  
<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Subcontract%20Approval%20Form%20Rev.%202012.zip>

*JC-1 Joint Check Notification Form* - Form and procedures for joint check notification. The form acts as a written joint check agreement among the parties providing full and prompt disclosure of the expected use of joint checks.

<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Joint%20Check%20Notification%20Form.pdf>

*Letter of Intent* - Form signed by the Contractor and the DBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed DBE for the amount listed at the time of bid.

<http://connect.ncdot.gov/letting/LetCentral/Letter%20of%20Intent%20to%20Perform%20as%20a%20Subcontractor.pdf>

*Listing of DBE Subcontractors Form* - Form for entering DBE subcontractors on a project that will meet this DBE goal. This form is for paper bids only.

[http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20\(Federal\).doc](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20(Federal).doc)

*Subcontractor Quote Comparison Sheet* - Spreadsheet for showing all subcontractor quotes in the work areas where DBEs quoted on the project. This sheet is submitted with good faith effort packages.

<http://connect.ncdot.gov/business/SmallBusiness/Documents/DBE%20Subcontractor%20Quote%20Comparison%20Example.xls>

## **DBE Goal**

The following DBE goal for participation by Disadvantaged Business Enterprises is established for this contract:

Disadvantaged Business Enterprises: **Eight Percent (8%)**.

- (A) *If the DBE goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that DBEs participate in at least the percent of the contract as set forth above as the DBE goal.
- (B) *If the DBE goal is zero*, the Contractor shall make an effort to recruit and use DBEs during the performance of the contract. Any DBE participation obtained shall be reported to City of Graham.

## **Directory of Transportation Firms (Directory)**

Real-time information is available about firms doing business with the NCDOT and firms that are certified through NCUCP in the Directory of Transportation Firms. Only firms identified in the Directory as DBE certified shall be used to meet the DBE goal. The Directory can be found at the following link. <https://partner.ncdot.gov/VendorDirectory/default.html>

The listing of an individual firm in the directory shall not be construed as an endorsement of the firm's capability to perform certain work.

## **Listing of DBE Subcontractors**

At the time of bid, bidders shall submit all DBE participation that they anticipate to use during the life of the contract. Only those identified to meet the DBE goal will be considered committed, even though the listing shall include both committed DBE subcontractors and additional DBE subcontractors. Additional DBE subcontractor participation submitted at the time of bid will be used toward the overall race-neutral

goal. Only those firms with current DBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of DBE participation. The Contractor shall indicate the following required information:

- (A) *If the DBE goal is more than zero,*
- (1) Bidders, at the time the bid proposal is submitted, shall submit a listing of DBE participation, including the names and addresses on *Listing of DBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the DBE participation for the contract.
  - (2) If bidders have no DBE participation, they shall indicate this on the *Listing of DBE Subcontractors* by entering the word "None" or the number "0." This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have DBE participation indicated on the appropriate form will not be read publicly during the opening of bids. City of Graham will not consider these bids for award and the proposal will be rejected.
  - (3) The bidder shall be responsible for ensuring that the DBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that DBE's participation will not count towards achieving the DBE goal.
- (B) *If the DBE goal is zero,* entries on the *Listing of DBE Subcontractors* are not required, however any DBE participation that is achieved during the project shall be reported in accordance with requirements contained elsewhere in the special provision.

### **DBE Prime Contractor**

When a certified DBE firm bids on a contract that contains a DBE goal, the DBE firm is responsible for meeting the goal or making good faith efforts to meet the goal, just like any other bidder. In most cases, a DBE bidder on a contract will meet the DBE goal by virtue of the work it performs on the contract with its own forces. However, all the work that is performed by the DBE bidder and any other DBE subcontractors will count toward the DBE goal. The DBE bidder shall list itself along with any DBE subcontractors, if any, in order to receive credit toward the DBE goal.

For example, if the DBE goal is 45% and the DBE bidder will only perform 40% of the contract work, the prime will list itself at 40%, and the additional 5% shall be obtained through additional DBE participation with DBE subcontractors or documented through a good faith effort.

DBE prime contractors shall also follow Sections A or B listed under *Listing of DBE Subcontractor* just as a non-DBE bidder would.

### **Written Documentation – Letter of Intent**

The bidder shall submit written documentation for each DBE that will be used to meet the DBE goal of the contract, indicating the bidder's commitment to use the DBE in the contract. This documentation shall be submitted on the NCDOT's form titled *Letter of Intent*.

The documentation shall be received in the office of the Consulting Engineer no later than 12:00 noon of the sixth calendar day following opening of bids, unless the sixth day falls on Saturday, Sunday or an

official state holiday. In that situation, it is due in the office of the Consulting Engineer no later than 12:00 noon on the next official state business day.

If the bidder fails to submit the Letter of Intent from each committed DBE to be used toward the DBE goal, or if the form is incomplete (i.e. both signatures are not present), the DBE participation will not count toward meeting the DBE goal. If the lack of this participation drops the commitment below the DBE goal, the Contractor shall submit evidence of good faith efforts, completed in its entirety, to the Consulting Engineer no later than 12:00 noon on the eighth calendar day following opening of bids, unless the eighth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Consulting Engineer no later than 12:00 noon on the next official state business day.

### **Submission of Good Faith Effort**

If the bidder fails to meet or exceed the DBE goal, the apparent lowest responsive bidder shall submit to City of Graham documentation of adequate good faith efforts made to reach the DBE goal.

One complete set and two copies of this information shall be received in the office of the Consulting Engineer no later than 12:00 noon of the sixth calendar day following opening of bids, unless the sixth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Consulting Engineer no later than 12:00 noon on the next official state business day.

Note: Where the information submitted includes repetitious solicitation letters, it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of DBE quotations shall be a part of the good faith effort submittal. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

### **Consideration of Good Faith Effort for Projects with DBE Goals More Than Zero**

Adequate good faith efforts mean that the bidder took all necessary and reasonable steps to achieve the goal which, by their scope, intensity, and appropriateness, could reasonably be expected to obtain sufficient DBE participation. Adequate good faith efforts also mean that the bidder actively and aggressively sought DBE participation. Mere *pro forma* efforts are not considered good faith efforts.

City of Graham will consider the quality, quantity, and intensity of the different kinds of efforts a bidder has made. Listed below are examples of the types of actions a bidder will take in making a good faith effort to meet the goal and are not intended to be exclusive or exhaustive, nor is it intended to be a mandatory checklist.

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the DBEs to respond to the solicitation. Solicitation shall provide the opportunity to DBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

- (B) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved.
  - (1) Where appropriate, break out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - (2) Negotiate with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be sublet includes potential for DBE participation (2<sup>nd</sup> and 3<sup>rd</sup> tier subcontractors).
- (C) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D)
  - (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
  - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs. Contact within 7 days from the bid opening NCDOT's Business Development Manager in the Business Opportunity and Work Force Development Unit to give notification of the bidder's inability to get DBE quotes.



- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the DBE goal.

In addition, City of Graham may take into account the following:

- (1) Whether the bidder's documentation reflects a clear and realistic plan for achieving the DBE goal.
- (2) The bidders' past performance in meeting the DBE goals.
- (3) The performance of other bidders in meeting the DBE goal. For example, when the apparent successful bidder fails to meet the DBE goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the DBE goal, but meets or exceeds the average DBE participation obtained by other bidders, City of Graham may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made a good faith effort.

If City of Graham does not award the contract to the apparent lowest responsive bidder, City of Graham reserves the right to award the contract to the next lowest responsive bidder that can satisfy to City of Graham that the DBE goal can be met or that an adequate good faith effort has been made to meet the DBE goal.

### **Non-Good Faith Appeal**

The Consulting Engineer will notify the contractor verbally and in writing of non-good faith. A contractor may appeal a determination of non-good faith made by the Goal Compliance Committee. If a contractor wishes to appeal the determination made by the Committee, they shall provide written notification to the Consulting Engineer. The appeal shall be made within 2 business days of notification of the determination of non-good faith.

### **Counting DBE Participation Toward Meeting DBE Goal**

- (A) Participation

The total dollar value of the participation by a committed DBE will be counted toward the contract goal requirement. The total dollar value of participation by a committed DBE will be based upon the value of work actually performed by the DBE and the actual payments to DBE firms by the Contractor.

- (B) Joint Checks

Prior notification of joint check use shall be required when counting DBE participation for services or purchases that involves the use of a joint check. Notification shall be through submission of Form JC-1 (*Joint Check Notification Form*) and the use of joint checks shall be in accordance with the NCDOT's Joint Check Procedures.

- (C) Subcontracts (Non-Trucking)

A DBE may enter into subcontracts. Work that a DBE subcontracts to another DBE firm may be counted toward the contract goal requirement. Work that a DBE subcontracts to a non-DBE firm does not count toward the contract goal requirement. If a DBE contractor or subcontractor

subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, it shall be presumed that the DBE is not performing a commercially useful function. The DBE may present evidence to rebut this presumption to City of Graham. City of Graham's decision on the rebuttal of this presumption is subject to review by the Federal Highway Administration but is not administratively appealable to USDOT.

(D) Joint Venture

When a DBE performs as a participant in a joint venture, the Contractor may count toward its contract goal requirement a portion of the total value of participation with the DBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the DBE performs with its forces.

(E) Suppliers

A contractor may count toward its DBE requirement 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from a DBE regular dealer and 100 percent of such expenditures from a DBE manufacturer.

(F) Manufacturers and Regular Dealers

A contractor may count toward its DBE requirement the following expenditures to DBE firms that are not manufacturers or regular dealers:

- (1) The fees or commissions charged by a DBE firm for providing a *bona fide* service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.
- (2) With respect to materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

### **Commercially Useful Function**

(A) DBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, City of Graham will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under

the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and any other relevant factors.

(B) DBE Utilization in Trucking

The following factors will be used to determine if a DBE trucking firm is performing a commercially useful function:

- (1) The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting DBE goals.
- (2) The DBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The DBE may subcontract the work to another DBE firm, including an owner-operator who is certified as a DBE. The DBE who subcontracts work to another DBE receives credit for the total value of the transportation services the subcontracted DBE provides on the contract.
- (5) The DBE may also subcontract the work to a non-DBE firm, including from an owner-operator. The DBE who subcontracts the work to a non-DBE is entitled to credit for the total value of transportation services provided by the non-DBE subcontractor not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the DBE and the Contractor will not count towards the DBE contract requirement.
- (6) A DBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the DBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. This type of lease may count toward the DBE's credit as long as the driver is under the DBE's payroll.
- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the DBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

### **DBE Replacement**

When a Contractor has relied on a commitment to a DBE firm (or an approved substitute DBE firm) to meet all or part of a contract goal requirement, the contractor shall not terminate the DBE for convenience. This includes, but is not limited to, instances in which the Contractor seeks to perform the work of the terminated subcontractor with another DBE subcontractor, a non-DBE subcontractor, or with the Contractor's own forces or those of an affiliate. A DBE may only be terminated after receiving the Consulting Engineer's written approval based upon a finding of good cause for the termination.

All requests for replacement of a committed DBE firm shall be submitted to the Consulting Engineer for approval on Form RF-1 (*DBE Replacement Request*). If the Contractor fails to follow this procedure, the Contractor may be disqualified from further bidding for a period of up to 6 months.

The Contractor shall comply with the following for replacement of a committed DBE:

(A) Performance Related Replacement

When a committed DBE is terminated for good cause as stated above, an additional DBE that was submitted at the time of bid may be used to fulfill the DBE commitment. A good faith effort will only be required for removing a committed DBE if there were no additional DBEs submitted at the time of bid to cover the same amount of work as the DBE that was terminated.

If a replacement DBE is not found that can perform at least the same amount of work as the terminated DBE, the Contractor shall submit a good faith effort documenting the steps taken. Such documentation shall include, but not be limited to, the following:

- (1) Copies of written notification to DBEs that their interest is solicited in contracting the work defaulted by the previous DBE or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with DBEs for specific subbids including, at a minimum:
  - (a) The names, addresses, and telephone numbers of DBEs who were contacted.
  - (b) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.
- (3) A list of reasons why DBE quotes were not accepted.
- (4) Efforts made to assist the DBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

(B) Decertification Replacement

- (1) When a committed DBE is decertified by the NCDOT after the SAF (*Subcontract Approval Form*) has been received by City of Graham, City of Graham will not require the Contractor to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.
- (2) When a committed DBE is decertified prior to the City of Graham receiving the SAF (*Subcontract Approval Form*) for the named DBE firm, the Contractor shall take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the DBE goal requirement. If a DBE firm is not found to do the same amount of work, a good faith effort must be submitted to Consulting Engineer (see A herein for required documentation).

### Changes in the Work

When the Consulting Engineer makes changes that result in the reduction or elimination of work to be performed by a committed DBE, the Contractor will not be required to seek additional participation. When the Consulting Engineer makes changes that result in additional work to be performed by a DBE based

upon the Contractor's commitment, the DBE shall participate in additional work to the same extent as the DBE participated in the original contract work.

When the Consulting Engineer makes changes that result in extra work, which has more than a minimal impact on the contract amount, the Contractor shall seek additional participation by DBEs unless otherwise approved by the Consulting Engineer.

When the Consulting Engineer makes changes that result in an alteration of plans or details of construction, and a portion or all of the work had been expected to be performed by a committed DBE, the Contractor shall seek participation by DBEs unless otherwise approved by the Consulting Engineer.

When the Contractor requests changes in the work that result in the reduction or elimination of work that the Contractor committed to be performed by a DBE, the Contractor shall seek additional participation by DBEs equal to the reduced DBE participation caused by the changes.

### **Reports and Documentation**

A SAF (*Subcontract Approval Form*) shall be submitted for all work which is to be performed by a DBE subcontractor. City of Graham reserves the right to require copies of actual subcontract agreements involving DBE subcontractors.

When using transportation services to meet the contract commitment, the Contractor shall submit a proposed trucking plan in addition to the SAF. The plan shall be submitted prior to beginning construction on the project. The plan shall include the names of all trucking firms proposed for use, their certification type(s), the number of trucks owned by the firm, as well as the individual truck identification numbers, and the line item(s) being performed.

Within 30 calendar days of entering into an agreement with a DBE for materials, supplies or services, not otherwise documented by the SAF as specified above, the Contractor shall furnish the Consulting Engineer a copy of the agreement. The documentation shall also indicate the percentage (60% or 100%) of expenditures claimed for DBE credit.

### **Reporting Disadvantaged Business Enterprise Participation**

The Contractor shall provide the Consulting Engineer with an accounting of payments made to all DBE firms, including material suppliers and contractors at all levels (prime, subcontractor, or second tier subcontractor). This accounting shall be furnished to the Consulting Engineer for any given month by the end of the following month. Failure to submit this information accordingly may result in the following action:

- (A) Withholding of money due in the next partial pay estimate; or
- (B) Removal of an approved contractor from the prequalified bidders' list or the removal of other entities from the approved subcontractors list. (City of Graham may add to, change or delete this section.)

While each contractor (prime, subcontractor, 2nd tier subcontractor) is responsible for accurate accounting of payments to DBEs, it shall be the prime contractor's responsibility to report all monthly and final payment information in the correct reporting manner.

Failure on the part of the Contractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from further bidding until the required information is submitted.

Failure on the part of any subcontractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from being approved for work on future projects until the required information is submitted.

Contractors reporting transportation services provided by non-DBE lessees shall evaluate the value of services provided during the month of the reporting period only.

At any time, the Consulting Engineer can request written verification of subcontractor payments.

The Contractor shall report the accounting of payments on the NCDOT's DBE-IS (*Subcontractor Payment Information*) with each invoice. Invoices will not be processed for payment until the DBE-IS is received.

### **Failure to Meet Contract Requirements**

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the *2012 Standard Specifications* may be cause to disqualify the Contractor.

### **CERTIFICATION FOR FEDERAL-AID CONTRACTS:**

(3-21-90)

SP1 G85

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by *Section 1352, Title 31, U.S. Code*. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

**U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:**

(11-22-94)

108-5

SP1 G100

To report bid rigging activities call: **1-800-424-9071**

The U.S. Department of Transportation (DOT) operates the above toll-free hotline Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the hotline to report such activities.

The hotline is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

**SUBSURFACE INFORMATION:**

(7-1-95)

450

SP1 G112 A

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

**LOCATING EXISTING UNDERGROUND UTILITIES:**

(3-20-12)

105

SP1 G115

Revise the *2012 Standard Specifications* as follows:

**Page 1-43, Article 105-8, line 28, after the first sentence,** add the following:

Identify excavation locations by means of pre-marking with white paint, flags, or stakes or provide a specific written description of the location in the locate request.

**RESOURCE CONSERVATION:**

(5-21-13)

104-13

SP1 G118

In accordance with North Carolina Executive Order 156, NCGS 130A-309.14(2), and NCGS 136-28.8, it is the policy of the Department to aid in the reduction of materials that become a part of our solid waste stream, to divert materials from landfills, and to find ways to recycle and reuse materials for the benefit of the Citizens of North Carolina.

Initiate, develop and use products and construction methods that incorporate the use of recycled or solid waste products in accordance with Article 104-13 of the *2012 Standard Specifications*. Report the quantities of reused or recycled materials either incorporated in the project or diverted from landfills on the Project Construction Reuse and Recycling Reporting Form.

A location-based tool for finding local recycling facilities and the Project Construction Reuse and Recycling Reporting Form are available at:

<http://connect.ncdot.gov/resources/Environmental/Pages/North-Carolina-Recycling-Locations.aspx>

**DOMESTIC STEEL:**

(4-16-13)

106

SP1 G120

Revise the *2012 Standard Specifications* as follows:

**Page 1-49, Subarticle 106-1(B) Domestic Steel, lines 2-7**, replace the first paragraph with the following:

All steel and iron products that are permanently incorporated into this project shall be produced in the United States except minimal amounts of foreign steel and iron products may be used provided the combined material cost of the items involved does not exceed 0.1% of the total amount bid for the entire project or \$2,500, whichever is greater. If invoices showing the cost of the material are not provided, the amount of the bid item involving the foreign material will be used for calculations. This minimal amount of foreign produced steel and iron products permitted for use is not applicable to high strength fasteners. Domestically produced high strength fasteners are required.

**MAINTENANCE OF THE PROJECT:**

(11-20-07) (Rev. 1-17-12)

104-10

SP1 G125

Revise the *2012 Standard Specifications* as follows:

**Page 1-35, Article 104-10 Maintenance of the Project, line 25**, add the following after the first sentence of the first paragraph:

All guardrail/guiderail within the project limits shall be included in this maintenance.

**Page 1-35, Article 104-10 Maintenance of the Project, line 30**, add the following as the last sentence of the first paragraph:

The Contractor shall perform weekly inspections of guardrail and guiderail and shall report damages to the Engineer on the same day of the weekly inspection. *Where damaged guardrail or guiderail is repaired or replaced as a result of maintaining the project in accordance with this article*, such repair or replacement shall be performed within 7 consecutive calendar days of such inspection report.

**Page 1-35, Article 104-10 Maintenance of the Project, lines 42-44**, replace the last sentence of the last paragraph with the following:

The Contractor will not be directly compensated for any maintenance operations necessary, except for maintenance of guardrail/guiderail, as this work will be considered incidental to the work covered by the various contract items. The provisions of Article 104-7, Extra Work, and Article 104-8, Compensation and Record Keeping will apply to authorized maintenance of guardrail/guiderail. Performance of weekly inspections of guardrail/guiderail, and the damage reports required as described above, will be considered to be an incidental part of the work being paid for by the various contract items.

**TWELVE MONTH GUARANTEE – LGA Projects:**

(10-7-13)

108

SP1 G146

- (A) The Contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to **City of Graham**. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of **City of Graham**, and/or for use in excess of the design.



- (B) Where items of equipment or material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply for that particular piece of equipment or material. **City of Graham's** first remedy shall be through the manufacturer although the Contractor is responsible for invoking the warranted repair work with the manufacturer. The Contractor's responsibility shall be limited to the term of the manufacturer's guarantee. **City of Graham** would be afforded the same warranty as provided by the Manufacturer.

This guarantee provision shall be invoked only for major components of work in which the Contractor would be wholly responsible for under the terms of the contract. Examples would include pavement structures, bridge components, and sign structures. This provision will not be used as a mechanism to force the Contractor to return to the project to make repairs or perform additional work that **City of Graham** would normally compensate the Contractor for. In addition, routine maintenance activities (i.e. mowing grass, debris removal, ruts in earth shoulders,) are not parts of this guarantee.

Appropriate provisions of the payment and/or performance bonds shall cover this guarantee for the project.

**GIFTS FROM VENDORS AND CONTRACTORS:**

(12-15-09)

107-1

SP1 G152

By Executive Order 24, issued by Governor Perdue, and *N.C.G.S. § 133-32*, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offer or, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (A) Have a contract with a governmental agency; or
- (B) Have performed under such a contract within the past year; or
- (C) Anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and *N.C.G.S. § 133-32*.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

**LIABILITY INSURANCE:**

(5-20-14)

SP1 G160

Revise the *2012 Standard Specifications* as follows:

**Page 1-60, Article 107-15 LIABILITY INSURANCE, line 16**, add the following as the second sentence of the third paragraph:

Prior to beginning services, all contractors shall provide proof of coverage issued by a workers' compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for self-insured subcontractors, irrespective of whether having regularly in service fewer than three employees.

**EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION:**

(1-16-07) (Rev 9-18-12)

105-16, 225-2, 16

SP1 G180

**General**

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

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

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

**Roles and Responsibilities**

- (A) *Certified Erosion and Sediment Control/Stormwater Supervisor* - The Certified Supervisor shall be Level II and responsible for ensuring the erosion and sediment control/stormwater plan is adequately implemented and maintained on the project and for conducting the quality control program. The Certified Supervisor shall be on the project within 24 hours notice from initial exposure of an erodible surface to the project's final acceptance. Perform the following duties:
  - (1) **Manage Operations** - Coordinate and schedule the work of subcontractors so that erosion and sediment control/stormwater measures are fully executed for each operation and in a timely manner over the duration of the contract.
    - (a) Oversee the work of subcontractors so that appropriate erosion and sediment control/stormwater preventive measures are conformed to at each stage of the work.
    - (b) Prepare the required National Pollutant Discharge Elimination System (NPDES) Inspection Record and submit to the Engineer.
    - (c) Attend all weekly or monthly construction meetings to discuss the findings of the NPDES inspection and other related issues.
    - (d) Implement the erosion and sediment control/stormwater site plans requested.
    - (e) Provide any needed erosion and sediment control/stormwater practices for the Contractor's temporary work not shown on the plans, such as, but not limited to work platforms, temporary construction, pumping operations, plant and storage yards, and cofferdams.

- (f) Acquire applicable permits and comply with requirements for borrow pits, dewatering, and any temporary work conducted by the Contractor in jurisdictional areas.
  - (g) Conduct all erosion and sediment control/stormwater work in a timely and workmanlike manner.
  - (h) Fully perform and install erosion and sediment control/stormwater work prior to any suspension of the work.
  - (i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment control/stormwater issues due to the Contractor's operations.
  - (j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces or any location where sediment leaves the Right-of-Way.
  - (k) Have available a set of erosion and sediment control/stormwater plans that are initialed and include the installation date of Best Management Practices. These practices shall include temporary and permanent groundcover and be properly updated to reflect necessary plan and field changes for use and review by Department personnel as well as regulatory agencies.
- (2) Requirements set forth under the NPDES Permit - The Department's NPDES Stormwater permit (NCS000250) outlines certain objectives and management measures pertaining to construction activities. The permit references *NCG010000, General Permit to Discharge Stormwater* under the NPDES, and states that the Department shall incorporate the applicable requirements into its delegated Erosion and Sediment Control Program for construction activities disturbing one or more acres of land. The Department further incorporates these requirements on all contracted bridge and culvert work at jurisdictional waters, regardless of size. Some of the requirements are, but are not limited to:
- (a) Control project site waste to prevent contamination of surface or ground waters of the state, i.e. from equipment operation/maintenance, construction materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste.
  - (b) Inspect erosion and sediment control/stormwater devices and stormwater discharge outfalls at least once every 7 calendar days, twice weekly for construction related *Federal Clean Water Act, Section 303(d)* impaired streams with turbidity violations, and within 24 hours after a significant rainfall event of 0.5 inch that occurs within a 24 hour period.
  - (c) Maintain an onsite rain gauge or use the Department's Multi-Sensor Precipitation Estimate website to maintain a daily record of rainfall amounts and dates.
  - (d) Maintain erosion and sediment control/stormwater inspection records for review by Department and Regulatory personnel upon request.
  - (e) Implement approved reclamation plans on all borrow pits, waste sites and staging areas.
  - (f) Maintain a log of turbidity test results as outlined in the Department's Procedure for Monitoring Borrow Pit Discharge.
  - (g) Provide secondary containment for bulk storage of liquid materials.
  - (h) Provide training for employees concerning general erosion and sediment control/stormwater awareness, the Department's NPDES Stormwater Permit NCS000250 requirements, and the applicable requirements of the *General Permit, NCG010000*.
  - (i) Report violations of the NPDES permit to the Engineer immediately who will notify the Division of Water Quality Regional Office within 24 hours of becoming aware of the violation.

- (3) Quality Control Program - Maintain a quality control program to control erosion, prevent sedimentation and follow provisions/conditions of permits. The quality control program shall:
- (a) Follow permit requirements related to the Contractor and subcontractors' construction activities.
  - (b) Ensure that all operators and subcontractors on site have the proper erosion and sediment control/stormwater certification.
  - (c) Notify the Engineer when the required certified erosion and sediment control/stormwater personnel are not available on the job site when needed.
  - (d) Conduct the inspections required by the NPDES permit.
  - (e) Take corrective actions in the proper timeframe as required by the NPDES permit for problem areas identified during the NPDES inspections.
  - (f) Incorporate erosion control into the work in a timely manner and stabilize disturbed areas with mulch/seed or vegetative cover on a section-by-section basis.
  - (g) Use flocculants approved by state regulatory authorities where appropriate and where required for turbidity and sedimentation reduction.
  - (h) Ensure proper installation and maintenance of temporary erosion and sediment control devices.
  - (i) Remove temporary erosion or sediment control devices when they are no longer necessary as agreed upon by the Engineer.
  - (j) The Contractor's quality control and inspection procedures shall be subject to review by the Engineer. Maintain NPDES inspection records and make records available at all times for verification by the Engineer.

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

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

The Contractor may request to use the same person as the Level II Supervisor and Level II Foreman. This person shall be onsite whenever construction activities as described above are taking place. This request shall be approved by the Engineer prior to work beginning.

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

- (C) *Certified Installers* - Provide at least one onsite, Level I Certified Installer for each of the following erosion and sediment control/stormwater crew:

- (1) Seeding and Mulching
- (2) Temporary Seeding
- (3) Temporary Mulching
- (4) Sodding
- (5) Silt fence or other perimeter erosion/sediment control device installations
- (6) Erosion control blanket installation
- (7) Hydraulic tackifier installation

- (8) Turbidity curtain installation
- (9) Rock ditch check/sediment dam installation
- (10) Ditch liner/matting installation
- (11) Inlet protection
- (12) Riprap placement
- (13) Stormwater BMP installations (such as but not limited to level spreaders, retention/detention devices)
- (14) Pipe installations within jurisdictional areas

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

- (D) *Certified Designer* - Include the certification number of the Level III-B Certified Designer on the erosion and sediment control/stormwater component of all reclamation plans and if applicable, the certification number of the Level III-A Certified Designer on the design of the project erosion and sediment control/stormwater plan.

### **Preconstruction Meeting**

Furnish the names of the *Certified Erosion and Sediment Control/Stormwater Supervisor*, *Certified Foremen*, *Certified Installers* and *Certified Designer* and notify the Engineer of changes in certified personnel over the life of the contract within 2 days of change.

### **Ethical Responsibility**

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

### **PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:**

(2-20-07) (Rev. 3-20-13)

105-16, 230, 801

SP1 G181

Water discharge from borrow pit sites shall not cause surface waters to exceed 50 NTUs (nephelometric turbidity unit) in streams not designated as trout waters and 10 NTUs in streams, lakes or reservoirs designated as trout waters. For lakes and reservoirs not designated as trout waters, the turbidity shall not exceed 25 NTUs. If the turbidity exceeds these levels due to natural background conditions, the existing turbidity level shall not be increased.

If during any operating day, the downstream water quality exceeds the standard, the Contractor shall do all of the following:

- (A) Either cease discharge or modify the discharge volume or turbidity levels to bring the downstream turbidity levels into compliance, or
- (B) Evaluate the upstream conditions to determine if the exceedance of the standard is due to natural background conditions. If the background turbidity measurements exceed the standard, operation of the pit and discharge can continue as long as the stream turbidity levels are not increased due to the discharge.
- (C) Measure and record the turbidity test results (time, date and sampler) at all defined sampling locations 30 minutes after startup and at a minimum, one additional sampling of all sampling locations during that 24-hour period in which the borrow pit is discharging.

- (D) Notify DWQ within 24 hours of any stream turbidity standard exceedances that are not brought into compliance.

During the Environmental Assessment required by Article 230-4 of the *2012 Standard Specifications*, the Contractor shall define the point at which the discharge enters into the State's surface waters and the appropriate sampling locations. Sampling locations shall include points upstream and downstream from the point at which the discharge enters these waters. Upstream sampling location shall be located so that it is not influenced by backwater conditions and represents natural background conditions. Downstream sampling location shall be located at the point where complete mixing of the discharge and receiving water has occurred.

The discharge shall be closely monitored when water from the dewatering activities is introduced into jurisdictional wetlands. Any time visible sedimentation (deposition of sediment) on the wetland surface is observed, the dewatering activity will be suspended until turbidity levels in the stilling basin can be reduced to a level where sediment deposition does not occur. Staining of wetland surfaces from suspended clay particles, occurring after evaporation or infiltration, does not constitute sedimentation. No activities shall occur in wetlands that adversely affect the functioning of a wetland. Visible sedimentation will be considered an indication of possible adverse impacts on wetland use.

The Engineer will perform independent turbidity tests on a random basis. These results will be maintained in a log within the project records. Records will include, at a minimum, turbidity test results, time, date and name of sampler. Should the Department's test results exceed those of the Contractor's test results, an immediate test shall be performed jointly with the results superseding the previous test results of both the Department and the Contractor.

The Contractor shall use the *NCDOT Turbidity Reduction Options for Borrow Pits Matrix*, available at [http://www.ncdot.gov/doh/operations/dp\\_chief\\_eng/roadside/fieldops/downloads/Files/TurbidityReductionOptionSheet.pdf](http://www.ncdot.gov/doh/operations/dp_chief_eng/roadside/fieldops/downloads/Files/TurbidityReductionOptionSheet.pdf) to plan, design, construct, and maintain BMPs to address water quality standards. Tier I Methods include stilling basins which are standard compensatory BMPs. Other Tier I methods are noncompensatory and shall be used when needed to meet the stream turbidity standards. Tier II Methods are also noncompensatory and are options that may be needed for protection of rare or unique resources or where special environmental conditions exist at the site which have led to additional requirements being placed in the DWQ's 401 Certifications and approval letters, Isolated Wetland Permits, Riparian Buffer Authorization or a DOT Reclamation Plan's Environmental Assessment for the specific site. Should the Contractor exhaust all Tier I Methods on a site exclusive of rare or unique resources or special environmental conditions, Tier II Methods may be required by regulators on a case by case basis per supplemental agreement.

The Contractor may use cation exchange capacity (CEC) values from proposed site borings to plan and develop the bid for the project. CEC values exceeding 15 milliequivalents per 100 grams of soil may indicate a high potential for turbidity and should be avoided when dewatering into surface water is proposed.

No additional compensation for monitoring borrow pit discharge will be paid.

### **Revocation or Suspension of Certification**

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

The Chief Engineer may recommend suspension or permanent revocation of certification due to the following:

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

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

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

Chief Engineer  
1536 Mail Service Center  
Raleigh, NC 27699-1536

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

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

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

### **Measurement and Payment**

*Certified Erosion and Sediment Control/Stormwater Supervisor, Certified Foremen, Certified Installers and Certified Designer* will be incidental to the project for which no direct compensation will be made.

### **EMPLOYMENT:**

(11-15-11) (Rev. 1-17-12)

108, 102

SP1 G184

Revise the *2012 Standard Specifications* as follows:

**Page 1-20, Subarticle 102-15(O)**, delete and replace with the following:

- (O) Failure to restrict a former Department employee as prohibited by Article 108-5.

**Page 1-65, Article 108-5 Character of Workmen, Methods, and Equipment, line 32**, delete all of line 32, the first sentence of the second paragraph and the first word of the second sentence of the second paragraph.

**STATE HIGHWAY ADMINISTRATOR TITLE CHANGE:**

(9-18-12)

SP1 G185

Revise the *2012 Standard Specifications* as follows:

Replace all references to “State Highway Administrator” with “Chief Engineer”.

**SUBLETTING OF CONTRACT:**

(11-18-2014)

108-6

SP1 G186

Revise the *2012 Standard Specifications* as follows:

**Page 1-66, Article 108-6 Subletting of Contract, line 37**, add the following as the second sentence of the first paragraph:

All requests to sublet work shall be submitted within 30 days of the date of availability or prior to expiration of 20% of the contract time, whichever date is later, unless otherwise approved by the Engineer.

**Page 1-67, Article 108-6 Subletting of Contract, line 7**, add the following as the second sentence of the fourth paragraph:

Purchasing materials for subcontractors is not included in the percentage of work required to be performed by the Contractor. If the Contractor sublets items of work but elects to purchase material for the subcontractor, the value of the material purchased will be included in the total dollar amount considered to have been sublet.

**PARTIAL PAYMENTS:**

(2-22-13)

AWCK

**(A) General**

Partial payments will be based upon quantities recorded by the Engineer in the Pay Record Book. The Contractor shall prepare an Application for Payment based on the quantities provided by the Engineer on forms acceptable to the Engineer. The Engineer shall review and approve the Application for Payment, making any necessary corrections, if necessary and provide the Owner with a recommendation for payment. The Contractor shall not submit more than one Application for Payment per month, unless otherwise approved by the Engineer. No partial payment will be made when the total value of work performed since the last partial payment, excluding mobilization, amounts to less than \$10,000.00. Partial payments will be approximate only and will be subject to correction in the final estimate and payment.

Contractor shall submit to the Engineer prior to submitting first Application for Payment to Engineer a draft copy of Application for Payment. At a minimum, All Application for Payment’s shall contain columns for the following and corresponding rows for each line bid listed in the Bid Form:

- |                     |                      |                        |
|---------------------|----------------------|------------------------|
| a. Bid Item Numbers | d. Contract Quantity | g. Current Quantity    |
| b. Section Number   | e. Contract Unit     | h. Total Quantity      |
| c. Description      | f. Previous Quantity | i. Contract Unit Price |



j.	Current Amount Due.	m.	Previous Payment	n.	Contractor's
k.	Total Amount Due		Amounts		Certification Statement
l.	Retainage Amount				

Contractor shall submit a notarized Sales Tax Report with each Application for Payment. The form shall be acceptable to the Engineer and a sample Sales Tax Report shall be submitted with the draft Application for Payment. The Sales Tax Report shall contain columns and corresponding rows for the following items:

- |    |                      |    |                           |
|----|----------------------|----|---------------------------|
| a. | Vendor's Name        | e. | Amount of State Sales Tax |
| b. | Invoice Number       | f. | Amount of County Tax,     |
| c. | Invoice Date         | g. | Name of County, Purchase  |
| d. | Total Invoice Amount |    | made                      |

**MOBILIZATION:**

(09-15-15)

800

SP1 G194

Revise the *2012 Standard Specifications* as follows:

Page 8-1, Subarticle 800-2 Measurement and Payment, add the following:

For projects that have a delayed availability date of 90 calendar days or more after contract execution, the first mobilization payment may be for the verified actual cost of paid bond premiums. This payment will only be made upon request by the contractor with supporting documentation including invoice and proof of payment. This payment will be limited to 1% of the amount bid for the contract and the subsequent mobilization payment will be reduced by an equal amount to follow the payment schedule as shown above. In no case will more than 5% of the amount bid for the contract be paid before the last partial pay estimate.

## PROJECT SPECIAL PROVISIONS

### ROADWAY

#### CLEARING AND GRUBBING - METHOD II:

(9-17-02) (Rev. 8-18-15)

200

SP2 R02A

Perform clearing on this project to the limits established by Method "II" shown on Standard Drawing No. 200.02 of the *2012 Roadway Standard Drawings*. Conventional clearing methods may be used except where permit drawings or conditions have been included in the proposal which require certain areas to be cleared by hand methods.

#### BURNING RESTRICTIONS:

(7-1-95)

200, 210, 215

SP2 R05

Open burning is not permitted on any portion of the right-of-way limits established for this project. Do not burn the clearing, grubbing or demolition debris designated for disposal and generated from the project at locations within the project limits, off the project limits or at any waste or borrow sites in this county. Dispose of the clearing, grubbing and demolition debris by means other than burning, according to state or local rules and regulations.

#### SHOULDER AND FILL SLOPE MATERIAL:

(5-21-02)

235, 560

SP2 R45 A

#### **Description**

Perform the required shoulder and slope construction for this project in accordance with the applicable requirements of Section 560 and Section 235 of the *2012 Standard Specifications*.

#### **Measurement and Payment**

Where the material has been obtained from an authorized stockpile or from a borrow source and *Borrow Excavation* is not included in the contract, no direct payment will be made for this work, as the cost of this work will be part of the work being paid at the contract lump sum price for *Grading*. If *Borrow Excavation* is included in this contract and the material has been obtained from an authorized stockpile or from a borrow source, measurement and payment will be as provided in Section 230 of the *2012 Standard Specifications* for *Borrow Excavation*.

**PATCHING EXISTING PAVEMENT:**

(1-15-02) (Rev.12-18-12) (AWCK 6-27-15)

610

SP6 R88R/AWCK

**Description**

The Contractor is made aware that during the course of the work of installing the curb ramps, it may be necessary to remove additional curb and gutter on either side of the curb ramp to avoid less than 5-ft of concrete sections remaining. When directed by the Engineer, the Contractor shall remove existing curb and gutter and replace with new curb and gutter placed at same time as curb ramp. In addition where existing pavement adjacent to the curb may require patching to provide a smooth transition from pavement to curb ramp, the Engineer will direct Contractor to remove existing pavement by milling a 2-ft wide or more section adjacent to the curb ramp or gutter and patching the existing pavement as directed by the Engineer.

**Materials**

The patching consists of Asphalt Concrete Base Course, Asphalt Concrete Intermediate Course, Asphalt Concrete Surface Course, or a combination of base, binder and surface course.

**Construction Methods**

Remove existing pavement at locations directed by the Engineer in accordance with Section 250 of the *2012 Standard Specifications*.

Place Asphalt Concrete Base Course, in lifts not exceeding 5.5 inches. Utilize compaction equipment suitable for compacting patches as small as 3.5 feet by 6 feet on each lift. Use an approved compaction pattern to achieve proper compaction. If patched pavement is to be open to traffic for more than 48 hours prior to overlay, use Asphalt Surface Course in the top 1.5 inches of the patch.

Schedule operations so that all areas where pavement has been removed will be repaired on the same day of the pavement removal and all lanes of traffic restored.

**Measurement and Payment**

*Patching Existing Pavement* will be measured and paid as the actual number of tons of asphalt plant mix complete in place that has been used to make completed and accepted repairs. The asphalt plant mixed material will be measured by being weighed in trucks on certified platform scales or other certified weighing devices. The above price and payment will be full compensation for all work covered by this provision, including but not limited to removal and disposal of all types of pavement; furnishing and applying tack coat; furnishing, placing, and compacting of asphalt plant mix; furnishing of asphalt binder for the asphalt plant mix; and furnishing scales.

Patching Existing Pavement will be considered a minor item. Any provisions included in the contract that provides for adjustments in compensation due to variations in the price of asphalt binder will not be applicable to payment for the work covered by this provision.

Payment will be made under:

**Pay Item**  
Patching Existing Pavement

**Pay Unit**  
Ton

**MASONRY WALL REPAIR**

(6-27-15)

834

AWCK

**Description**

The Contractor is made aware that approximately 6-ft of an existing masonry wall in vicinity of station 6+98 will require to be removed and the masonry wall repaired to allow the sidewalk to be constructed.

**Materials**

All materials used to repair the wall shall conform to Section 834 of the 2012 Standard Specifications.

**Construction Methods**

The Contractor shall saw cut and remove all necessary portions of the existing wall to allow for the construction of the sidewalk removing the wall back to an existing masonry joint. The wall shall be “racked back” in such a manner as the course above will be approximately 8” to match the existing masonry joint bond pattern. The end of the wall shall be solid. All construction shall conform to Section 834 of the 2012 Standard Specifications.

The wall shall be reconstructed with similar materials, matching in color as best possible. The Engineer shall approve the color of the block prior to placement. The constructed wall shall as good or better as the existing wall as determined by the Engineer.

**Measurement and Payment**

Repair of the existing masonry wall will be paid for at the contract lump sum price and shall be full compensation for all work required to remove the existing wall and replace the existing wall including all materials, mortar, jointing and any other incidental to repair the wall to a condition as good as or better than condition prior to construction.

Payment will be made under:

**Pay Item**

Patching Existing Pavement

**Pay Unit**

Ton

**CONCRETE CURB AND GUTTER**

(6-27-15)

846

AWCK

**Description**

The Contractor is made aware that during the course of the work of installing the curb ramps, it may be necessary to remove additional curb and gutter on either side of the curb ramp to avoid less than 5-ft of concrete sections remaining. When directed by the Engineer, the Contractor shall remove existing curb and gutter and replace with new curb and gutter placed at same time as curb ramp.

**Materials**

All materials used to repair the wall shall conform to Section 846 of the 2012 Standard Specifications.

**Construction Methods**

The Contractor shall saw cut existing curb and gutter or removed to the nearest joint as directed by the Engineer. The Contractor shall use care in removing the existing curb and gutter and shall use the adjacent remaining pavement as a form. In the event the existing pavement is damaged due to the brittleness of the existing pavement, then Contractor shall repair existing pavement as described in Patching Existing Pavement Project Special Provision.

All construction shall conform to Section 825 and 846 of the 2012 Standard Specifications.

**Measurement and Payment**

Payment of curb and gutter beyond the pay limits shown on the Construction Drawings shall be paid for in accordance with Section 846 of the 2012 Standard Specifications. Where in the opinion of the Engineer the pavement was damaged due to negligence of the Contractor, then no additional payment will be made for *2'-6" Curb and Gutter* or *Patching Existing Pavement*.

No additional payment will be made for the removal of the existing pavement or the curb and gutter as the cost is considered incidental to the work and is to be included in the unit price for either *2'-6" Curb and Gutter* or *Patching Existing Pavement*

**DETECTABLE WARNINGS FOR PROPOSED CURB RAMPS:**

(6-15-10) (Rev. 8-16-11)

848

SP8 R126

**Description**

Construct detectable warnings consisting of integrated raised truncated domes on proposed concrete curb ramps in accordance with the *2012 Standard Specifications*, plan details, the requirements of the *28 CFR Part 36 ADA Standards for Accessible Design* and this provision.

**Materials**

Detectable warning for proposed curb ramps shall consist of integrated raised truncated domes. The description, size and spacing shall conform to Section 848 of the *2012 Standard Specifications*.

Use material for detectable warning systems as shown herein. Material and coating specifications must be stated in the Manufacturers Type 3 Certification and all Detectable Warning systems must be on the NCDOT Approved Products List.

Install detectable warnings created from one of the following materials: precast concrete blocks or bricks, clay paving brick, gray or ductile iron castings, mild steel, stainless steel, and engineered plastics, rubber or composite tile. Only one material type for detectable warning will be permitted per project, unless otherwise approved by the Engineer.

- (A) Detectable Warnings shall consist of a base with integrated raised truncated domes, and when constructed of precast concrete they shall conform to the material requirements of Article 848-2 of the *2012 Standard Specifications*.
- (B) Detectable Warnings shall consist of a base with integrated raised truncated domes, and may be comprised of other materials including, but not limited, to clay paving brick, gray iron or ductile iron castings, mild steel, stainless steel, and engineered plastics, rubber or composite tile, which are cast into the concrete of the curb ramps. The material shall have an integral color throughout the thickness of the material. The detectable warning shall include fasteners or anchors for attachment in the concrete and shall be furnished as a system from the manufacturer.

Prior to installation, the Contractor shall submit to the Engineer assembling instructions from the manufacturer for each type of system used in accordance with Article 105-2 of the *2012 Standard Specifications*. The system shall be furnished as a kit containing all consumable materials and consumable tools, required for the application. They shall be capable of being affixed to or anchored in the concrete curb ramp, including green concrete (concrete that has set but not appreciably hardened). The system shall be solvent free and contain no volatile organic compounds (VOC). The static coefficient of friction shall be 0.8 or greater when measured on top of the truncated domes and when measured between the domes in accordance with ASTM C1028 (dry and wet). The system shall be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to degradation by motor fuels, lubricants and antifreeze.

- (C) When steel or gray iron or ductile iron casting products are provided, only products that meet the requirements of Subarticle 106-1(B) of the *2012 Standard Specifications* may be used. Submit to the Engineer a Type 6 Certification, catalog cuts and installation procedures at least 30 days prior to installation for all.

## Construction Methods

- (A) Prior to placing detectable warnings in proposed concrete curb ramps, adjust the existing subgrade to the proper grade and in accordance with Article 848-3 of the *2012 Standard Specifications*.
- (B) Install all detectable warning in proposed concrete curb ramps in accordance with the manufacturer's recommendations.

## Measurement and Payment

Detectable Warnings installed for construction of proposed curb ramps will not be paid for separately. Such payment will be included in the price bid for *Concrete Curb Ramps*.

### **ADJUSTMENT OF MANHOLES, METER BOXES, AND VALVE BOXES:**

(7-1-95) (Rev. 8-21-12)

858

SP8 R97R

The Contractor's attention is directed to Article 858-3 of the *2012 Standard Specifications*. Cast iron or steel fittings will not be permitted for the adjustment of manholes, meter boxes, and valve boxes on this project.

### **STREET SIGNS AND MARKERS AND ROUTE MARKERS:**

(7-1-95)

900

SP9 R02

Move any existing street signs, markers, and route markers out of the construction limits of the project and install the street signs and markers and route markers so that they will be visible to the traveling public if there is sufficient right of way for these signs and markers outside of the construction limits.

Near the completion of the project and when so directed by the Engineer, move the signs and markers and install them in their proper location in regard to the finished pavement of the project.

Stockpile any signs or markers that cannot be relocated due to lack of right of way, or any signs and markers that will no longer be applicable after the construction of the project, at locations directed by the Engineer for removal by others.

The Contractor shall be responsible to the owners for any damage to any street signs and markers or route markers during the above described operations.

No direct payment will be made for relocating, reinstalling, and/or stockpiling the street signs and markers and route markers as such work shall be considered incidental to other work being paid for by the various items in the contract.

### **MATERIALS:**

(2-21-12) (Rev. 10-20-15)

1000, 1002, 1005, 1018, 1024, 1050, 1056, 1074, 1078, 1080, 1081, 1086, 1084, 1087, 1092

SP10 R01

Revise the *2012 Standard Specifications* as follows:

**Page 10-1, Article 1000-1, DESCRIPTION, lines 9-10**, replace the last sentence of the first paragraph with the following:

Type IL, IP, IS or IT blended cement may be used instead of Portland cement.

**Page 10-1, Article 1000-1, DESCRIPTION, line 14**, add the following:

If any change is made to the mix design, submit a new mix design (with the exception of an approved pozzolan source change).

If any major change is made to the mix design, also submit new test results showing the mix design conforms to the criteria. Define a major change to the mix design as:

- (1) A source change in coarse aggregate, fine aggregate or cement.
- (2) A pozzolan class or type change (e.g. Class F fly ash to Class C fly ash).
- (3) A quantitative change in coarse aggregate (applies to an increase or decrease greater than 5%), fine aggregate (applies to an increase or decrease greater than 5%), water (applies to an increase only), cement (applies to a decrease only), or pozzolan (applies to an increase or decrease greater than 5%).

Use materials which do not produce a mottled appearance through rusting or other staining of the finished concrete surface.

**Page 10-1, Article 1000-2, MATERIALS, line 16; Page 10-8, Subarticle 1000-7(A), Materials, line 8; and Page 10-18, Article 1002-2, MATERIALS, line 9**, add the following to the table of item references:

<b>Item</b>	<b>Section</b>
Type IL Blended Cement	1024-1

**Page 10-1, Subarticle 1000-3(A), Composition and Design, lines 25-27**, replace the second paragraph with the following:

Fly ash may be substituted for cement in the mix design up to 30% at a rate of 1.0 lb of fly ash to each pound of cement replaced.

**Page 10-2, Subarticle 1000-3(A), Composition and Design, lines 12-21**, delete the third paragraph through the sixth paragraph beginning with “If any change is made to the mix design, submit...” through “...(applies to a decrease only).”



Page 10-5, Table 1000-1, REQUIREMENTS FOR CONCRETE, replace with the following:

TABLE 1000-1 REQUIREMENTS FOR CONCRETE											
Class of Concrete	Min. Comp. Strength at 28 days	Maximum Water-Cement Ratio				Consistency Max. Slump		Cement Content			
		Air-Entrained Concrete		Non Air-Entrained Concrete		Vibrated	Non-Vibrated	Vibrated		Non-Vibrated	
		Rounded Aggregate	Angular Aggregate	Rounded Aggregate	Angular Aggregate			Min.	Max.	Min.	Max.
Units	psi					inch	inch	lb/cy	lb/cy	lb/cy	lb/cy
AA	4,500	0.381	0.426	-	-	3.5	-	639	715	-	-
AA Slip Form	4,500	0.381	0.426	-	-	1.5	-	639	715	-	-
Drilled Pier	4,500	-	-	0.450	0.450	-	5-7 dry 7-9 wet	-	-	640	800
A	3,000	0.488	0.532	0.550	0.594	3.5	4	564	-	602	-
B	2,500	0.488	0.567	0.559	0.630	1.5 machine-placed 2.5 hand-placed	4	508	-	545	-
Sand Light-weight	4,500	-	0.420	-	-	4	-	715	-	-	-
Latex Modified	3,000 7 day	0.400	0.400	-	-	6	-	658	-	-	-
Flowable Fill excavatable	150 max. at 56 days	as needed	as needed	as needed	as needed	-	Flowable	-	-	40	100
Flowable Fill non-excavatable	125	as needed	as needed	as needed	as needed	-	Flowable	-	-	100	as needed
Pavement	4,500 design, field 650 flexural, design only	0.559	0.559	-	-	1.5 slip form 3.0 hand place	-	526	-	-	-
Precast	See Table 1077-1	as needed	as needed	-	-	6	as needed	as needed	as needed	as needed	as needed
Prestress	per contract	See Table 1078-1	See Table 1078-1	-	-	8	-	564	as needed	-	-

Page 10-6, Subarticle 1000-4(I), Use of Fly Ash, lines 36-2, replace the first paragraph with the following:

Fly ash may be substituted for cement in the mix design up to 30% at a rate of 1.0 lb of fly ash to each pound of cement replaced. Use Table 1000-1 to determine the maximum allowable water-cementitious material (cement + fly ash) ratio for the classes of concrete listed

Page 10-7, Table 1000-3, MAXIMUM WATER-CEMENTITIOUS MATERIAL RATIO, delete the table.

Page 10-7, Article 1000-5, HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE, lines 30-31, delete the second sentence of the third paragraph.

**Page 10-19, Article 1002-3, SHOTCRETE FOR TEMPORARY SUPPORT OF EXCAVATIONS, line 30,** add the following at the end of Section 1002:

**(H) Handling and Storing Test Panels**

Notify the Area Materials Engineer when preconstruction or production test panels are made within 24 hours of shooting the panels. Field cure and protect test panels from damage in accordance with ASTM C1140 until the Department transports panels to the Materials and Tests Regional Laboratory for coring.

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

<b>TABLE 1005-1 AGGREGATE GRADATION - COARSE AGGREGATE</b>													
<b>Percentage of Total by Weight Passing</b>													
<b>Std. Size #</b>	<b>2"</b>	<b>1 1/2"</b>	<b>1"</b>	<b>3/4"</b>	<b>1/2"</b>	<b>3/8"</b>	<b>#4</b>	<b>#8</b>	<b>#10</b>	<b>#16</b>	<b>#40</b>	<b>#200</b>	<b>Remarks</b>
4	100	90-100	20-55	0-15	-	0-5	-	-	-	-	-	A	Asphalt Plant Mix
467M	100	95-100	-	35-70	-	0-30	0-5	-	-	-	-	A	Asphalt Plant Mix
5	-	100	90-100	20-55	0-10	0-5	-	-	-	-	-	A	AST, Sediment Control Stone
57	-	100	95-100	-	25-60	-	0-10	0-5	-	-	-	A	AST, Str. Concrete, Shoulder Drain, Sediment Control Stone
57M	-	100	95-100	-	25-45	-	0-10	0-5	-	-	-	A	AST, Concrete Pavement
6M	-	-	100	90-100	20-55	0-20	0-8	-	-	-	-	A	AST
67	-	-	100	90-100	-	20-55	0-10	0-5	-	-	-	A	AST, Str. Concrete, Asphalt Plant Mix
78M	-	-	-	100	98-100	75-100	20-45	0-15	-	-	-	A	Asphalt Plant Mix, AST, Str. Conc. Weep Hole Drains
14M	-	-	-	-	-	100	35-70	5-20	-	0-8	-	A	Asphalt Plant Mix, AST, Weep Hole Drains,
9	-	-	-	-	-	100	85-100	10-40	-	0-10	-	A	AST
ABC	-	100	75-97	-	55-80	-	35-55	-	25-45	-	14-30	4-12B	Aggregate Base Course, Aggregate Stabilization
ABC (M)	-	100	75-100	-	45-79	-	20-40	-	0-25	-	-	0-12B	Maintenance Stabilization
Lightweight	-	-	-	-	100	80-100	5-40	0-20	-	0-10	-	0-2.5	AST

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

**Page 10-40, Tables 1018-1 and 1018-2, PIEDMONT, WESTERN AND COASTAL AREA CRITERIA FOR ACCEPTANCE OF BORROW MATERIAL**, under second column in both tables, replace second row with the following:

Acceptable, but not to be used in the top 3 ft of embankment or backfill

**Page 10-46, Article 1024-1, PORTLAND CEMENT, line 33**, add the following as the ninth paragraph:

Use Type IL blended cement that meets AASHTO M 240, except that the limestone content is limited to between 5 and 12% by weight and the constituents shall be interground. Class F fly ash can replace a portion of Type IL blended cement and shall be replaced as outlined in Subarticle 1000-4(I) for Portland cement. For mixes that contain cement with alkali content between 0.6% and 1.0% and for mixes that contain a reactive aggregate documented by the Department, use a pozzolan in the amount shown in Table 1024-1.

**Page 10-46, Table 1024-1, POZZOLANS FOR USE IN PORTLAND CEMENT CONCRETE**, replace with the following:

<b>TABLE 1024-1 POZZOLANS FOR USE IN PORTLAND CEMENT CONCRETE</b>	
<b>Pozzolan</b>	<b>Rate</b>
Class F Fly Ash	20% - 30% by weight of required cement content with 1.0 lb Class F fly ash per lb of cement replaced
Ground Granulated Blast Furnace Slag	35%-50% by weight of required cement content with 1.0 lb slag per lb of cement replaced
Microsilica	4%-8% by weight of required cement content with 1.0 lb microsilica per lb of cement replaced

**Page 10-47, Subarticle 1024-3(B), Approved Sources, lines 16-18**, replace the second sentence of the second paragraph with the following:

Tests shall be performed by AASHTO's designated National Transportation Product Evaluation Program (NTPEP) laboratory for concrete admixture testing.

**Page 10-65, Article 1050-1, GENERAL, line 41**, replace the first sentence with the following:

All fencing material and accessories shall meet Section 106.

**Page 10-73, Article 1056-1 DESCRIPTION, lines 7-8**, delete the first sentence of the second paragraph and replace with the following:

Use geotextile fabrics that are on the NCDOT Approved Products List.

**Page 10-73, Article 1056-2 HANDLING AND STORING, line 17**, replace "mechanically stabilized earth (MSE) wall faces" with "temporary wall faces".

**Page 10-73, Article 1056-4, GEOTEXTILES, line 33**, add the following after the first sentence in the second paragraph:

Geotextiles will be identified by the product name printed directly on the geotextile. When geotextiles are not marked with a product name or marked with only a manufacturing plant identification code, geotextiles will be identified by product labels attached to the geotextile wrapping. When identification is based on labels instead of markings, unwrap geotextiles just before use in the presence of the Engineer to confirm that the product labels on both ends of the outside of the geotextile outer wrapping match the labels affixed to both ends of the inside of the geotextile roll core. Partial geotextile rolls without the

product name printed on the geotextile or product labels affixed to the geotextile roll core may not be used.

**Page 10-74, TABLE 1056-1 GEOTEXTILE REQUIREMENTS**, replace table with the following:

<b>TABLE 1056-1 GEOTEXTILE REQUIREMENTS</b>						
<b>Property</b>	<b>Requirement (MARV<sup>A</sup>)</b>					<b>Test Method</b>
	<b>Type 1</b>	<b>Type 2</b>	<b>Type 3<sup>B</sup></b>	<b>Type 4</b>	<b>Type 5<sup>C</sup></b>	
<i>Typical Application</i>	<i>Shoulder Drains</i>	<i>Under Rip Rap</i>	<i>Temporary Silt Fence</i>	<i>Soil Stabilization</i>	<i>Temporary Walls</i>	
Elongation (MD & CD)	≥ 50%	≥ 50%	≤ 25%	< 50%	< 50%	ASTM D4632
Grab Strength (MD & CD)	Table 1 <sup>D</sup> , Class 3	Table 1 <sup>D</sup> , Class 1	100 lb	Table 1 <sup>D</sup> , Class 3	-	ASTM D4632
Tear Strength (MD & CD)			-		-	ASTM D4533
Puncture Strength			-		-	ASTM D6241
Ultimate Tensile Strength (MD & CD)	-	-	-	-	2,400 lb/ft (unless required otherwise in the contract)	ASTM D4595
Permittivity	Table 2 <sup>D</sup> , 15% to 50% <i>in Situ</i> Soil Passing No. 200 <sup>E</sup>		Table 7 <sup>D</sup>	Table 5 <sup>D</sup>	0.20 sec <sup>-1</sup>	ASTM D4491
Apparent Opening Size					No. 30 <sup>E</sup>	ASTM D4751
UV Stability (Retained Strength)					70%	ASTM D4355

- A. MARV does not apply to elongation
- B. Minimum roll width of 36" required
- C. Minimum roll width of 13 ft required
- D. AASHTO M 288
- E. US Sieve No. per AASHTO M 92
- G. After 500 hours of exposure.

**Page 10-74, Article 1056-5, GEOCOMPOSITES, lines 7-8**, replace the first sentence with the following:

Provide geocomposite drain strips with a width of at least 12" and Type 1 geotextiles attached to drainage cores that meet Table 1056-2.

**Page 10-115, Subarticle 1074-7(B), Gray Iron Castings, lines 10-11**, replace with the first two sentences with the following:

Supply gray iron castings meeting all facets of AASHTO M 306 excluding proof load. Proof load testing will only be required for new casting designs during the design process, and conformance to M306 loading (40,000 lbs.) will be required only when noted on the design documents.

**Page 10-126, Table 1078-1, REQUIREMENTS FOR CONCRETE**, replace with the following:

<b>TABLE 1078-1 REQUIREMENTS FOR CONCRETE</b>		
<b>Property</b>	<b>28 Day Design Compressive Strength 6,000 psi or less</b>	<b>28 Day Design Compressive Strength greater than 6,000 psi</b>
Maximum Water/Cementitious Material Ratio	0.45	0.40
Maximum Slump without HRWR	3.5"	3.5"
Maximum Slump with HRWR	8"	8"
Air Content (upon discharge into forms)	5 + 2%	5 + 2%

**Page 10-151, Article 1080-4 Inspection and Sampling, lines 18-22**, replace (B), (C) and (D) with the following:

- (B) At least 3 panels prepared as specified in 5.5.10 of AASHTO M 300, Bullet Hole Immersion Test.
- (C) At least 3 panels of 4"x6"x1/4" for the Elcometer Adhesion Pull Off Test, ASTM D4541.
- (D) A certified test report from an approved independent testing laboratory for the Salt Fog Resistance Test, Cyclic Weathering Resistance Test, and Bullet Hole Immersion Test as specified in AASHTO M 300.
- (E) A certified test report from an approved independent testing laboratory that the product has been tested for slip coefficient and meets AASHTO M253, Class B.

**Page 10-161, Subarticle 1081-1(A) Classifications, lines 29-33**, delete first 3 sentences of the description for Type 2 and replace with the following:

**Type 2** - A low-modulus, general-purpose adhesive used in epoxy mortar repairs. It may be used to patch spalled, cracked or broken concrete where vibration, shock or expansion and contraction are expected.

**Page 10-162, Subarticle 1081-1(A) Classifications, lines 4-7**, delete the second and third sentences of the description for Type 3A. **Lines 16-22**, delete Types 6A, 6B and 6C.

**Page 10-162, Subarticle 1081-1(B) Requirements, lines 26-30**, replace the second paragraph with the following:

For epoxy resin systems used for embedding dowel bars, threaded rods, rebar, anchor bolts and other fixtures in hardened concrete, the manufacturer shall submit test results showing that the bonding system will obtain 125% of the specified required yield strength of the fixture. Furnish certification that, for the particular bolt grade, diameter and embedment depth required, the anchor system will not fail by adhesive failure and that there is no movement of the anchor bolt. For certification and anchorage, use 3,000 psi as the minimum Portland cement concrete compressive strength used in this test. Use adhesives that meet Section 1081.

List the properties of the adhesive on the container and include density, minimum and maximum temperature application, setting time, shelf life, pot life, shear strength and compressive strength.

**Page 10-163, Table 1081-1 Properties of Mixed Epoxy Resin Systems**, replace table with the following:

Property	Type 1	Type 2	Type 3	Type 3A	Type 4A	Type 4B	Type 5
Viscosity-Poises at 77°F ± 2°F	Gel	10-30	25-75	Gel	40-150	40-150	1-6
Spindle No.	-	3	4	--	4	4	2
Speed (RPM)	-	20	20	--	10	10	50
Pot Life (Minutes)	20-50	30-60	20-50	5-50	40-80	40-80	20-60
Minimum Tensile Strength at 7 days (psi)	1,500	2,000	4,000	4,000	1,500	1,500	4,000
Tensile Elongation at 7 days (%)	30 min.	30 min.	2-5	2-5	5-15	5-15	2-5
Min. Compressive Strength of 2" mortar cubes at 24 hours	3,000 (Neat)	4,000-	6,000-	6,000 (Neat)	3,000	3,000	6,000
Min. Compressive Strength of 2" mortar cubes at 7 days	5,000 (Neat)	-	-	-	-	5,000	-
Maximum Water Absorption (%)	1.5	1.0	1.0	1.5	1.0	1.0	1.0
Min. Bond Strength Slant Shear Test at 14 days (psi)	1,500	1,500	2,000	2,000	1,500	1,500	1,500

**Page 10-164, Subarticle 1081-1(E) Prequalification, lines 31-33**, replace the second sentence of the first paragraph with the following:

Manufacturers choosing to supply material for Department jobs must submit an application through the Value Management Unit with the following information for each type and brand name:

**Page 10-164, Subarticle 1081-1(E)(3), line 37**, replace this subarticle with the following:

(3) Type of the material in accordance with Articles 1081-1 and 1081-4,

**Page 10-165, Subarticle 1081-1(E)(6), line 1**, in the first sentence of the first paragraph replace “AASHTO M 237” with “the specifications”.

**Page 10-165, Subarticle 1081-1(E) Prequalification, line 9-10**, delete the second sentence of the last paragraph.

**Page 10-165, Subarticle 1081-1(F) Acceptance, line 14**, in the first sentence of the first paragraph replace “Type 1” with “Type 3”.

**Page 10-169, Subarticle 1081-3(G) Anchor Bolt Adhesives**, delete this subarticle.

**Page 10-170, Article 1081-3 Hot Bitumen, line 9**, add the following at the end of Section 1081:

#### **1081-4 EPOXY RESIN ADHESIVE FOR BONDING TRAFFIC MARKINGS**

##### **(A) General**

This section covers epoxy resin adhesive for bonding traffic markers to pavement surfaces.

##### **(B) Classification**

The types of epoxies and their uses are as shown below:

**Type I** – Rapid Setting, High Viscosity, Epoxy Adhesive. This type of adhesive provides rapid adherence to traffic markers to the surface of pavement.

**Type II** – Standard Setting, High Viscosity, Epoxy Adhesive. This type of adhesive is recommended for adherence of traffic markers to pavement surfaces when rapid set is not required.

**Type III** – Rapid Setting, Low Viscosity, Water Resistant, Epoxy Adhesive. This type of rapid setting adhesive, due to its low viscosity, is appropriate only for use with embedded traffic markers.

**Type IV** – Standard Set Epoxy for Blade Deflecting-Type Plowable Markers.

##### **(C) Requirements**

Epoxies shall conform to the requirements set forth in AASHTO M 237.

##### **(D) Prequalification**

Refer to Subarticle 1081-1(E).

##### **(E) Acceptance**

Refer to Subarticle 1081-1(F).

**Page 10-173, Article 1084-2 STEEL SHEET PILES, lines 37-38**, replace first paragraph with the following:

Steel sheet piles detailed for permanent applications shall be hot rolled and meet ASTM A572 or ASTM A690 unless otherwise required by the plans. Steel sheet piles shall be coated as required by the plans. Galvanized sheet piles shall be coated in accordance with Section 1076. Metallized sheet piles shall be metallized in accordance to the Project Special Provision “Thermal Sprayed Coatings (Metallization)” with an 8 mil, 99.9% aluminum alloy coating and a 0.5 mil seal coating. Any portion of the metallized sheet piling encased in concrete shall receive a barrier coat. The barrier coat shall be an approved waterborne coating with a low-viscosity which readily absorbs into the pores of the aluminum thermal sprayed coating. The waterborne coating shall be applied at a spreading rate that results in a theoretical 1.5 mil dry film thickness. The manufacturer shall issue a letter of certification that the resin chemistry of the waterborne coating is compatible with the 99.9% aluminum thermal sprayed alloy and suitable for tidal water applications.



**Page 10-174, Subarticle 1086-1(B)(1) Epoxy, lines 18-24**, replace this subarticle with the following:

The epoxy shall meet Article 1081-4.

The 2 types of epoxy adhesive which may be used are Type I, Rapid Setting, and Type II, Standard Setting. Use Type II when the pavement temperature is above 60°F or per the manufacturer's recommendations whichever is more stringent. Use Type I when the pavement temperature is between 50°F and 60°F or per the manufacturer's recommendations whichever is more stringent. Epoxy adhesive Type I, Cold Set, may be used to attach temporary pavement markers to the pavement surface when the pavement temperature is between 32°F and 50°F or per the manufacturer's recommendations whichever is more stringent.

**Page 10-175, Subarticle 1086-2(E) Epoxy Adhesives, line 27**, replace "Section 1081" with "Article 1081-4".

**Page 10-177, Subarticle 1086-3(E) Epoxy Adhesives, line 22**, replace "Section 1081" with "Article 1081-4".

**Page 10-179, Subarticle 1087-4(A) Composition, lines 39-41**, replace the third paragraph with the following:

All intermixed and drop-on glass beads shall not contain more than 75 ppm arsenic or 200 ppm lead.

**Page 10-180, Subarticle 1087-4(B) Physical Characteristics, line 8**, replace the second paragraph with the following:

All intermixed and drop-on glass beads shall comply with NCGS § 136-30.2 and 23 USC § 109(r).

**Page 10-181, Subarticle 1087-7(A) Intermixed and Drop-on Glass Beads, line 24**, add the following after the first paragraph:

Use X-ray Fluorescence for the normal sampling procedure for intermixed and drop-on beads, without crushing, to check for any levels of arsenic and lead. If any arsenic or lead is detected, the sample shall be crushed and repeat the test using X-ray Fluorescence. If the X-ray Fluorescence test shows more than a LOD of 5 ppm, test the beads using United States Environmental Protection Agency Method 6010B, 6010C or 3052 for no more than 75 ppm arsenic or 200 ppm lead.

#### **HIGH STRENGTH CONCRETE FOR DRIVEWAYS:**

(11-21-00) (Rev. 1-17-12)

848

SP10 R02

Use high early strength concrete for all driveways shown in the plans and as directed by the Engineer. Provide high early strength concrete that meets the requirements of Article 1000-5 of the *2012 Standard Specifications*.

Measurement and payment will be in accordance with Section 848 of the *2012 Standard Specifications*.

#### **SHOULDER AND SLOPE BORROW:**

(3-19-13)

1019

SP10 R10

Use soil in accordance with Section 1019 of the *2012 Standard Specifications*. Use soil consisting of loose, friable, sandy material with a PI greater than 6 and less than 25 and a pH ranging from 5.5 to 7.0.

Soil with a pH ranging from 4.0 to 5.5 will be accepted without further testing if additional limestone is provided in accordance with the application rates shown in Table 1019-1A. Soil type is identified during the soil analysis. Soils with a pH above 7.0 require acidic amendments to be added. Submit proposed acidic amendments to the Engineer for review and approval. Soils with a pH below 4.0 or that do not meet the PI requirements shall not be used.

<b>TABLE 1019-1A</b>			
<b>ADDITIONAL LIMESTONE APPLICATION RATE TO RAISE pH</b>			
<b>pH TEST RESULT</b>	<b>Sandy Soils Additional Rate (lbs. / Acre)</b>	<b>Silt Loam Soils Additional Rate (lbs. / Acre)</b>	<b>Clay Loam Soils Additional Rate (lbs. / Acre)</b>
4.0 - 4.4	1,000	4,000	6,000
4.5 - 4.9	500	3,000	5,000
5.0 - 5.4	NA	2,000	4,000

Note: Limestone application rates shown in this table are in addition to the standard rate of 4000 lbs. / acre required for seeding and mulching.

No direct payment will be made for providing additional lime or acidic amendments for Ph adjustment.

### **CONCRETE STEPS:**

(12-2-13)

AWCK

#### **Description**

Construct reinforced concrete steps in accordance with the plans and provisions of these specifications. Work includes but is not limited to excavation and backfilling, placing Select Materials, forming and furnishing and placing concrete and reinforcing steel. Safety handrails for concrete steps/ramp and landing will be provided in accordance with Roadway Project Special Provision, Safety Handrail.

#### **Materials**

Refer to Division 10

#### **Item**

Portland cement concrete	Section 1000
Curing agents	Section 1026
Steel bar reinforcement	Article 1070-2
Select Materials, Class VI	Section 1016

#### **Construction Requirements**

Construct concrete in accordance with Section 825, except as otherwise provided herein. Furnish and place reinforcement, as shown on the plans, in accordance with the provisions of Section 425. Use Class A concrete. Give formed surfaces of the concrete a rubbed finish. Give unformed surfaces a float finish. Compact backfill to a degree comparable to the adjacent undisturbed material.

Provide Class VI Select Materials (No. 57 stone) under concrete steps, landing and ramp to provide stable subgrade for concrete placement.

Provide safety handrails in accordance with details with on Construction Drawings and in accordance with NC State Building Code.

#### **Measurement and Payment**

The quantity of concrete to be paid for will be the actual number of cubic yards of concrete, computed from the dimensions shown on the plans or established by the Engineer incorporated and accepted into the work.

Payment will be made under:

#### **Pay Item**

Concrete Steps  
Select Materials, Class VI

#### **Pay Unit**

Cubic Yard  
Tons

Safety Handrail

Linear Foot

**SAFETY HANDRAIL:**

(12-2-13)

AWCK

**General**

Construct safety handrails consisting of fabricated aluminum components at locations shown and in accordance with the details provided on the Construction Drawings and or as directed by the Engineer. The safety handrail shall be designed for a horizontal load of 50 pounds per linear foot and concentrated load of 250 pounds at any point and in accordance with the NC State Building Code, 2012 edition. Provisions for expansion shall be included in the design. Contractor shall provide shop drawings to the Engineer for approval and receive approval prior to fabrication.

**Materials**

All aluminum pipe railings and pickets shall be manufactured in the U.S.A. All pipe railing and pickets shall be provided with a clear anodized finish and complying with AA-M12C22A41 and AAMA 607.1. Aluminum Extruded Bar and Tube shall comply with ASTM B 221, alloy 6063-T5/T52. Aluminum castings shall comply with ASTM B26, alloy A356-T6.

Handrails shall be assembled at the shop and delivered to the site in the largest practical sizes. Fabricator shall fabricate components with joints tightly fitted and secured. Form changes in direction of railing members by use of prefabricated fittings.

Provide manufacturer's standard wall brackets, flanges, miscellaneous fittings, and anchors to connect handrail and railing members to other construction. Provide wall returns at ends of wall mounted handrails.

### **Construction Methods**

Provide spigots and sleeves to accommodate site assembly and installation. Contractor will be permitted to core holes for sleeves in concrete and provide quick set non shrink grout to secured sleeves in grout and fill annular space between post and concrete.

Fit exposed connections accurately together to form tight, hairline joints. Set handrails plumb, level, straight and true, accurately fitted, free from distortion or defects, concealing bolts and screws whenever possible and in accordance with manufacture's recommendations. Attach handrails to wall with wall brackets and in accordance with manufacturer's recommendations.

Concrete footings shall be provided for section of safety handrail beyond the concrete sidewalk. The footing for each post shall be centered in a minimum of 1.5 feet square footing with a minimum depth of 24".

### **Measurement and Payment**

*Safety Handrail* will be measured and paid for as the actual number of linear feet of safety handrail measured along the top of the handrail to the nearest 0.1 foot. Such price and payment shall be full compensation for shop drawings, fabrication, furnishing, installing and all incidentals necessary to satisfactorily install the safety handrail.

No direct payment will be made for concrete footings as the work is to be included in the unit price for Safety Handrail.

Payment will be made under:

**Pay Item**

Safety Handrail

**Pay Unit**

Linear Foot

## **PROJECT SPECIAL PROVISIONS**

### **TRAFFIC CONTROL**

#### **TEMPORARY TRAFFIC CONTROL (TTC):**

(7-16-13) (4-15-15)

RWZ-1/AWCK

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

Install Work Zone Advance Warning Signs in accordance with the detail drawing provided in these plans prior to beginning any other work. Use a lane closure or slow moving operation to complete the work, as necessary, unless otherwise indicated. Refer to Standard Drawing No. 1101.02, 1101.11, 1110.01, 1110.02, 1130.01, 1135.01 and 1180.01 of the *2012 Roadway Standard Drawings*. Use a moving operation only if the minimum speed maintained at all times is 3 mph with no stops that narrow or close a lane of travel. If the moving operation is progressing slower than 3 mph at any time, install a lane closure. Maintain the existing traffic pattern at all times, except in the immediate work zone where lane closures are allowed as determined by the Engineer.

Refer to attached details and Standard Drawing No. 1101.02, 1101.03, 1101.04, 1101.05, 1101.11, 1110.01, 1110.02, 1115.01, 1130.01, 1135.01, 1145.01, 1150.01, 1165.01, and 1180.01 of the *2012 Roadway Standard Drawings* when closing a lane of travel in a stationary work zone such as pavement patching, resurfacing, or pavement marking removal. Properly ballasted cones and skinny drums may be used instead of drums. However, drums are required for the upstream taper portion of lane closures in all applications. The stationary work zone shall be a maximum of 1 mile in length at any given time on 2 Lane, 2 Way facilities unless otherwise approved by the Engineer. A pilot vehicle operation may be used in conjunction with flaggers and the appropriate pilot vehicle warning signing as directed by the Engineer. During periods of construction inactivity, return the traffic pattern to the existing alignment and remove or cover any work zone signs. When covering work zone signs, use an opaque material that prevents reading of the sign at night by a driver using high beam headlights. Use material, which does not damage the sign sheeting. Replace any obliterated markings as required by other sections of the *2012 Standard Specifications* and the Engineer.

When personnel and/or equipment are working on the shoulder adjacent to and within 5 feet of an open travel lane, close the nearest open travel lane using Standard Drawing No. 1101.02 of the *2012 Roadway Standard Drawings*. When personnel and/or equipment are working within a lane of travel of an undivided facility, close the lane according to the traffic control plans, *2012 Roadway Standard Drawings* or as directed by the Engineer. Conduct the work so that all personnel and/or equipment remain within the closed travel lane. Do not work simultaneously, on both sides of an open travel way, within the same location, on a two-lane, two-way road. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

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

## **TRAFFIC OPERATIONS:**

### **1) Drop-Off Requirements and Time Limitations:**

Do not exceed a difference of 2 inches in elevation between open lanes of traffic for nominal lifts of 1.5 inches.

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

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

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

For drop-offs that exceed the above requirements, backfill the unacceptable drop-off with suitable compacted material, as approved by the Engineer. The material, equipment and labor associated with this operation will be at no expense to the Department. This work is not considered part of shoulder reconstruction.

### **2) Project Requirements:**

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

1. Once the Contractor has started work at a location, the Contractor should prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance unless determined otherwise by the Engineer.
2. Contractor shall mill and pave lanes in an order such that water shall not accumulate.
3. If lane closure restrictions apply, see Special Provision, "Intermediate Contract Times and Liquidated Damages".
4. If milled areas are not paved back within 72 hours, the Contractor is to furnish and install the following portable signs to warn drivers of the conditions. These are to include, but not limited to "Rough Road" (W8-8), "Uneven Lanes" (W8-11), and "Grooved Pavement" (W8-15) w/ Motorcycle Plaque mounted below. These are to be dual indicated on Multi-Lane Roadways with speed limits 45 mph and greater where lateral clearance can be obtained within the median areas. These portable signs are incidental to the other items of work included in the temporary traffic control (Lump Sum) pay item.

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

Operate equipment and conduct operations in the same direction as the flow of traffic. Maintain vehicular access in accordance with Article 1101-05 of the *2012 Standard Specifications* using suitable backfill material approved by the Engineer.

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

Review and record the existing pavement markings and markers prior to beginning work. Use the record of existing pavement markings and markers in accordance with the *2012 Roadway Standard Drawings* to identify “no passing zones” and to re-establish the proposed pavement markings and markers unless otherwise directed by the Engineer.

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

### **3) Work Zone Signing:**

#### **Description**

Install advance/general warning work zone signs according to the Detail Drawing provided in these plans prior to beginning of work. Install and maintain signing in accordance with the attached drawings and Divisions 11 and 12 of the *2012 Standard Specifications*.

#### **(A) Installation**

All stationary Advance/General warning work zone signs require notification to existing Utility owners per Article 105-8 of the *2012 Standard Specifications* and Special Provision SP1 G115 within 3 to 12 full working days prior to installation.

Install all Advance/General warning work zone signs before beginning work on a particular map. If signs are installed more than seven (7) calendar days prior to the beginning of work on a particular map, cover the signs until the work begins. Install each work zone Advance/General warning sign separately and not on the same post or stand with any other sign except where an advisory speed plate or directional arrow is used.

All stationary signing is to be installed as shown on the detail drawing unless otherwise directed by the Engineer. Once the signs have been installed, any sign relocations requested by the Department will be compensated in accordance with Section 104-7. Any additional signs other than the ones shown in the drawing will be compensated in accordance with Section 104-7.

If there is a period of construction inactivity longer than 14 calendar days, remove or cover advance/general warning work zone signs. Uncover advance/general warning work zone signs no more than 7 calendar days before work resumes. All other operations may be suspended upon failure to comply with the above requirements. Such suspended operations would not be resumed until the above requirements are fulfilled.

#### **(B) Sign Removal**

All stationary work zone signs shall be removed once the project is substantially complete. The project is substantially complete when the paving operations, sidewalk installation, seeding and mulching and pavement markings are installed. Any remaining punch list items are to be completed with portable work zone signing. There will be no compensation for any portable signing. Sign removal is a condition of final project acceptance.

#### **(C) Lane Closure Work Zone Signs**

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

required portable signs for lane closures are compensated in the contract pay item for *Temporary Traffic Control*.

#### 4) Measurement and Payment:

Temporary traffic control work, including, but not limited to installation and removal of portable signs, cones, drums, skinny drums, flaggers, AFAD's, changeable message boards, truck mounted attenuators, flashing arrow boards, and pilot vehicles will be paid at the contract lump sum price for *Temporary Traffic Control*. The *Temporary Traffic Control* pay item does not include work zone advance or general warning signs. Partial payments for *Temporary Traffic Control* will be made as follows: The cumulative total of the lump sum price for temporary traffic control will be equal to the percent complete (project) as calculated for each partial pay estimate. Additional flashing arrow boards and message boards beyond those shown in the contract, detail drawings or *Roadway Standard Drawings* required by the Engineer will be paid as extra work in accordance with Article 104-7 of the *Standard Specifications*.

The work of satisfactorily installing and removing work zone advance and/or general warning signs, including, but not limited to, furnishing, locating, installing, covering, uncovering and removing stationary signs will be measured for each required sign and paid at the contract price for *Work Zone Advance/General Warning Signing (SF)*. Payment for *Work Zone Advance/General Warning Signing* will be limited to a maximum of 90% of the total installed quantity. The remaining 10% will be paid once all signs have been removed.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Traffic Control	Lump Sum
Work Zone Advance/General Warning Signing	Square Foot

#### **PAVEMENT MARKINGS AND MARKERS:**

(7-15-14)

RWZ-3

#### **Markings: All Facilities**

Pavement markings shall be installed in accordance with Standard Drawings 1205.01 through 1205.13 of the *2012 Roadway Standard Drawings* and Section 1205 of the *2012 Standard Specifications* with the exception of the 15 day edge line replacement requirement for two-lane, two-way roadways as described in Subarticle 1205-3(D) of the *2012 Standard Specifications*. For all two-lane, two-way facilities, edge lines can be replaced within 30 calendar days after they have been obliterated.

Type 3 Cold Applied Plastic may be used in lieu of Type 2 Cold Applied Plastic. If Type 3 Cold Applied Plastic is used, it shall be paid for using the Type 2 Cold Applied Plastic pay item.

Unless otherwise specified, Heated-in-Place Thermoplastic may be used in lieu of Extruded Thermoplastic for stop bars, symbols, characters and diagonals. If Heated-in-Place Thermoplastic is used, it shall be paid for using the Extruded Thermoplastic pay item.

Unless otherwise specified, Heated-in-Place Thermoplastic may be used in lieu of Cold Applied Plastic for stop bars, symbols, characters and diagonals on asphalt or concrete roadways. If Heated-in-Place Thermoplastic is used, it shall be paid for using the Cold Applied Plastic pay item.



**Markers: All Facilities**

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

Install permanent pavement markers within 60 calendar days after completing the resurfacing on each map. Pavement markers shall be installed in accordance with Standard Drawing 1205.12 and Standard Drawings 1250.01 through 1253.01 of the *2012 Roadway Standard Drawings* and Sections 1250 through 1253 of the *2012 Standard Specifications*.

**Markings and Markers: All Facilities**

Review and record the existing pavement markings and markers before resurfacing. Re-establish the new pavement markings and markers using the record of existing markings in conjunction with the *2012 Roadway Standard Drawings* unless otherwise directed by the engineer. Have existing or proposed “passing zones” reviewed by the engineer before installation. Submit the record of the existing pavement markings seven calendar days before the obliteration of any pavement markings.

Mainline pavement shall not be left milled, unmarked or uneven at the end of a paving season. If the Contractor begins any map and does not complete within the seasonal restrictions, including placement of final pavement markings or permanent markers, the Contractor shall be responsible for, at his expense, Paint in accordance with Article 1205-08 and Temporary Markers in accordance with Section 1251 of the *2012 Standard Specifications*.

## PROJECT SPECIAL PROVISIONS

### EROSION CONTROL

#### General

Contractor shall provide erosion control measures as shown on the Construction Drawings or as directed by the Engineer to comply with NCDOT *Standard Specifications* and NCDENR, Land Quality Section requirements.

Contractor is hereby advised to comply with the following General Project Special Provisions:

1. Erosion and Sediment Control/Stormwater Certification.
2. Procedure for Monitoring Borrow Pit Discharges.

Contractor is hereby advised to comply with the following Standard Project Special Provisions:

1. NCDOT General Seed Specification for Seed Quality.

#### **STABILIZATION REQUIREMENTS:**

(5-1-15)

S-1

Stabilization for this project shall comply with the time frame guidelines as specified by the NCG-010000 general construction permit effective August 3, 2011 issued by the North Carolina Department of Environment and Natural Resources Division of Water Quality. 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
- Slopes 3:1 or flatter, with a slope of length of 50 ft. or less
- Slopes 4:1 or flatter

The stabilization timeframe for High Quality Water (HQW) Zones shall be 7 calendar days with no exceptions for slope grades or lengths. High Quality Water Zones (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:**

(5-1-15)

(East)

S-1

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

<b>March 1 - August 31</b>		<b>September 1 - February 28</b>	
50#	Tall Fescue	50#	Tall Fescue
10#	Centipede	10#	Centipede
25#	Bermudagrass (hulled)	35#	Bermudagrass (unhulled)
500#	Fertilizer	500#	Fertilizer
4000#	Limestone	4000#	Limestone

#### Waste and Borrow Locations

<b>March 1 - August 31</b>		<b>September 1 - February 28</b>	
75#	Tall Fescue	75#	Tall Fescue
25#	Bermudagrass (hulled)	35#	Bermudagrass (unhulled)
500#	Fertilizer	500#	Fertilizer
4000#	Limestone	4000#	Limestone

Note: 50# of Bahiagrass may be substituted for either Centipede or Bermudagrass only upon Engineer's request.

## Approved Tall Fescue Cultivars

06 Dust	Escalade	Justice	Scorpion
2 <sup>nd</sup> Millennium	Essential	Kalahari	Serengeti
3 <sup>rd</sup> Millennium	Evergreen 2	Kentucky 31*	Shelby
Apache III	Falcon IV	Kitty Hawk 2000	Sheridan
Avenger	Falcon NG	Legitimate	Signia
Barlexas	Falcon V	Lexington	Silver Hawk
Barlexas II	Faith	LSD	Sliverstar
Bar Fa	Fat Cat	Magellan	Shenandoah Elite
Barrera	Festnova	Matador	Sidewinder
Barrington	Fidelity	Millennium SRP	Skyline
Barrobusto	Finelawn Elite	Monet	Solara
Barvado	Finelawn Xpress	Mustang 4	Southern Choice II
Biltmore	Finesse II	Ninja 2	Speedway
Bingo	Firebird	Ol' Glory	Spyder LS
Bizem	Firecracker LS	Olympic Gold	Sunset Gold
Blackwatch	Firenza	Padre	Taccoa
Blade Runner II	Five Point	Patagonia	Tanzania
Bonsai	Focus	Pedigree	Trio
Braveheart	Forte	Picasso	Tahoe II
Bravo	Garrison	Piedmont	Talladega
Bullseye	Gazelle II	Plantation	Tarheel
Cannavaro	Gold Medallion	Proseeds 5301	Terrano
Catalyst	Grande 3	Prospect	Titan ltd
Cayenne	Greenbrooks	Pure Gold	Titanium LS
Cessane Rz	Greenkeeper	Quest	Tracer
Chipper	Gremlin	Raptor II	Traverse SRP
Cochise IV	Greystone	Rebel Exeda	Tulsa Time
Constitution	Guardian 21	Rebel Sentry	Turbo
Corgi	Guardian 41	Rebel IV	Turbo RZ
Corona	Hemi	Regiment II	Tuxedo RZ
Coyote	Honky Tonk	Regenerate	Ultimate
Darlington	Hot Rod	Rendition	Venture
Davinci	Hunter	Rhambler 2 SRP	Umbrella
Desire	Inferno	Rembrandt	Van Gogh
Dominion	Innovator	Reunion	Watchdog
Dynamic	Integrity	Riverside	Wolfpack II
Dynasty	Jaguar 3	RNP	Xtremegreen
Endeavor	Jamboree	Rocket	

**\*Note: Kentucky 31 will no longer be an approved NCDOT Tall Fescue Cultivar after December 31, 2015.**

On cut and fill slopes 2:1 or steeper Centipede shall be applied at the rate of 5 pounds per acre and add 20# of Sericea Lespedeza from January 1 - December 31.

Fertilizer shall be 10-20-20 analysis. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as a 10-20-20 analysis and as directed.

**TEMPORARY SEEDING:**

12-2-13

Roadside Environmental Unit

AWCK

Fertilizer shall be the same analysis as specified for Seeding and Mulching and applied at the rate of 400 pounds and seeded at the rate of 50 pounds per acre. Sweet Sudan Grass, German Millet or Browntop Millet shall be used in summer months and Rye Grain during the remainder of the year. The Engineer will determine the exact dates for using each kind of seed.

**FERTILIZER TOPDRESSING:**

12-2-13

Roadside Environmental Unit

AWCK

Fertilizer used for topdressing on all roadway areas except slopes 2:1 and steeper shall be 10-20-20 grade and shall be applied at the rate of 500 pounds per acre. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as 10-20-20 analysis and as directed.

Fertilizer used for topdressing on slopes 2:1 and steeper and waste and borrow areas shall be 16-8-8 grade and shall be applied at the rate of 500 pounds per acre. A different analysis of fertilizer may be used provided the 2-1-1 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as 16-8-8 analysis and as directed.

**SUPPLEMENTAL SEEDING:**

12-2-13

Roadside Environmental Unit

AWCK

The kinds of seed and proportions shall be the same as specified for Seeding and Mulching, with the exception that no centipede seed will be used in the seed mix for supplemental seeding. The rate of application for supplemental seeding may vary from 25# to 75# per acre. The actual rate per acre will be determined prior to the time of topdressing and the Contractor will be notified in writing of the rate per acre, total quantity needed, and areas on which to apply the supplemental seed. Minimum tillage equipment, consisting of a sod seeder shall be used for incorporating seed into the soil as to prevent disturbance of existing vegetation. A clodbuster (ball and chain) may be used where degree of slope prevents the use of a sod seeder.

**MOWING:**

12-2-13

Roadside Environmental Unit

AWCK

The minimum mowing height on this project shall be 4 inches. No direct payment will be made for mowing,

**LAWN TYPE APPEARANCE:**

4/9/13

Roadside Environmental Unit

AWCK

All areas adjacent to lawns (all areas within project limits to be seeded and mulched) must be hand finished as directed to give a lawn type appearance. Remove all trash, debris, and stones ¾" and larger in diameter or other obstructions that could interfere with providing a smooth lawn type appearance. These areas shall be reseeded to match their original vegetative conditions, unless directed otherwise by the Field Operations Engineer.

All areas within 15-ft of curb or slopes (3:1 or steeper) where vertical height exceeds three (3') feet or where directed by the Engineer will be provided with erosion control matting in accordance with Section 1631 of the *2012 Standard Specifications*.

No direct payment will be made for this work as the work is considered incidental to the work being paid for Seeding and Mulching.

**MINIMIZE REMOVAL OF VEGETATION:**

4/9/13

Roadside Environmental Unit

AWCK

The Contractor shall minimize removal of vegetation at stream banks and disturbed areas within the project limits as directed.

No direct payment will be made for this work as the work is considered incidental to the work being paid for Seeding and Mulching.

**WATTLE WITH POLYACRYLAMIDE (PAM):**

(10-19-10) (Rev. 1-17-12)

1060,1630,1631

T2

**Description**

Wattles are tubular products consisting of excelsior fibers encased in synthetic netting. Wattles are used on slopes or channels to intercept runoff and act as a velocity break. Wattles are to be placed at locations shown on the plans or as directed. Installation shall follow the detail provided in the plans and as directed. Work includes furnishing materials, installation of wattles, matting installation, PAM application, and removing wattles.

**Materials**

Wattle shall meet the following specifications:

100% Curled Wood(Excelsior) Fibers	
Minimum Diameter	12 in.
Minimum Density	2.5 lb/ft <sup>3</sup> +/- 10%
Net Material	Synthetic
Net Openings	1 in. x 1 in.
Net Configuration	Totally Encased
Minimum Weight	20 lb. +/- 10% per 10 ft. length

Stakes shall be used as anchors.

Provide hardwood stakes a minimum of 2-ft. long with a 2" x 2" nominal square cross section. One end of the stake must be sharpened or beveled to facilitate driving down into the underlying soil.

Matting shall meet the requirements of Article 1060-8 of the 2012 Standard Specifications, or shall meet specifications provided elsewhere in this contract.

Provide staples made of 0.125" diameter new steel wire formed into a u shape not less than 12" in length with a throat of 1" in width.

Polyacrylamide (PAM) shall be applied in powder form and shall be anionic or neutrally charged. Soil samples shall be obtained in areas where the wattles will be placed, and from offsite material used to construct the roadway, and analyzed for the appropriate PAM flocculant to be utilized with each wattle. The PAM product used shall be listed on the North Carolina Department of Environment and Natural Resources (NCDENR) Division of Water Quality (DWQ) web site as an approved PAM product for use in North Carolina.

**Construction Methods**

Wattles shall be secured to the soil by wire staples approximately every 1 linear foot and at the end of each section of wattle. A minimum of 4 stakes shall be installed on the downstream side of the wattle with a maximum spacing of 2 linear feet along the wattle, and according to the detail. Install a minimum of 2 stakes on the upstream side of the wattle according to the detail provided in the plans. Stakes shall be driven into the ground a minimum of 10" with no more than 2" projecting from the top of the wattle. Drive stakes at an angle according to the detail provided in the plans.

Only install wattle(s) to a height in ditch so flow will not wash around wattle and scour ditch slopes and according to the detail provided in the plans and as directed. Overlap adjoining sections of wattles a minimum of 6".

Where wattle(s) are used at drainage structures, securely fasten the wattle to the grate at each corner of the grate.

Installation of matting shall be in accordance with the detail provided in the plans, and in accordance with Article 1631-3 of the 2012 Standard Specifications, or in accordance with specifications provided elsewhere in this contract.

Apply PAM over the lower center portion of the wattle where the water is going to flow over at a rate of 2 ounces per wattle, and 1 ounce of PAM on matting on each side of the wattle. PAM applications shall be done during construction activities after every rainfall event that is equal to or exceeds 0.50 in.

The Contractor shall maintain the wattles until the project is accepted or until the wattles are removed, and shall remove and dispose of silt accumulations at the wattles when so directed in accordance with the requirements of Section 1630 of the 2012 Standard Specifications.

### **Measurement and Payment**

*Wattle* will be measured and paid for by the actual number of linear feet of wattles which are installed and accepted. Such price and payment will be full compensation for all work covered by this section, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to install the *Wattle*.

Matting will be measured and paid for in accordance with Article 1631-4 of the *2012 Standard Specifications*, or in accordance with specifications provided elsewhere in this contract.

*Polyacrylamide (PAM)* will be measured and paid for by the actual weight in pounds of PAM applied to the wattles. Such price and payment will be full compensation for all work covered by this section, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to apply the *Polyacrylamide (PAM)*.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Polyacrylamide (PAM)	Pound
Wattle	Linear Foot

### **STOCKPILE AREAS:**

4/9/13

Roadside Environmental Unit

AWCK

The Contractor shall install and maintain erosion control devices sufficient to contain sediment around and erodible material stockpile areas as directed.

Payment for temporary erosion control measures, except those made necessary by the Contractor's own negligence or for his own convenience, will be paid for at the appropriate contract unit price for the devices or measures utilized in stockpile areas.

### **WASTE AND BORROW SOURCES:**

12-2-13

Roadside Environmental Unit

AWCK

Payment for temporary erosion control measures, except those made necessary by the Contractor's own negligence or for his own convenience, will be paid for at the appropriate contract unit price for the devices or measures utilized in borrow sources and waste areas.

No additional payment will be made for erosion control devices or permanent seeding and mulching in any commercial borrow or waste pit. All erosion and sediment control practices that may be required on a commercial borrow or waste site will be done at the Contractor's expense.

All offsite Staging Areas, Borrow and Waste sites shall be in accordance with "Borrow and Waste Site Reclamation Procedures for Contracted Projects" located at:

[http://www.ncdot.gov/doh/operations/dp\\_chief\\_eng/roadside/fieldops/downloads/Files/ContractedReclamationProcedures.pdf](http://www.ncdot.gov/doh/operations/dp_chief_eng/roadside/fieldops/downloads/Files/ContractedReclamationProcedures.pdf).

All forms and documents referenced in the "Borrow and Waste Site Reclamation Procedures for Contracted Projects" shall be included with the reclamation plans for offsite staging areas, and borrow and waste sites.

**NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES):**

8-19-15

AWCK

Contractor shall be required to complete the attached INSPECTION AND MONITORING RECORDS FOR ACTIVITIES UNDER STORMWATER GENERAL PERMIT NCG010000 (see pages 56-57) on a weekly basis. Provide copies of reports to Engineer and Owner on a monthly basis. Failure to provide copies will result in delay of processing Applications for Payment. Contractor to maintain copies of all reports as required by law.

Contractor will be required to install a rain gauge and record rainfall data on the Inspection form. Contractor shall inspect project and all erosion control devices on a weekly basis and within 24 hours of any rainfall event of 0.5-inches or greater. Any required maintenance activities shall be noted and completed prior to continuing with any construction activity.

Contractor shall comply with the following requirements:

1. Remove any mud tracked onto existing paved roadways and driveways (including gravel driveways).
2. Provide any additional measures as needed to direct runoff to an erosion control device.
3. Provide erosion control devices for any staging areas as directed by the Engineer.

No direct payment will be made for inspecting the erosion control devices and completing Inspection Reports. Payment will be made for erosion control devices at contract unit prices for pay items established in the Bid Form or in accordance with NCDOT standard requirements.

The City or its duly authorized representative will verify that all documentation has been provided in a complete and accurate manner throughout the life of the contract.

**INSPECTION AND MONITORING RECORDS FOR ACTIVITIES UNDER STORMWATER GENERAL PERMIT NCG010000  
AND SELF-INSPECTION RECORDS FOR LAND DISTURBING ACTIVITIES PER G.S. 113A-54.1**

<b>Project Name</b>		<b>Land Quality or Local Program Project #</b>	
<b>Financially Responsible Party, (FRP) / Permittee</b>		<b>County</b>	
<b>INSPECTOR</b>		Employer	
<b>Inspector Type (Mark)</b>	<b>X</b>	Address	
<b>FRP/Permittee</b>		Phone Number	
<b>Agent/Designee</b>		Email Address	

**PART 1A: Rainfall Data**

Day / Date	Rain Amt (inches) Daily Rainfall Required, except for Holidays or Weekends. If no rain, indicate with a "zero"
M	
T	
W	
Th	
F	
Sat (Optional)	
Sun (Optional)	

**PART 1B: Current Phase of Project**

Phase of Grading check the applicable box(es)	<b>X</b>
Installation of perimeter erosion and sediment control measures	
Clearing and grubbing of existing ground cover	
Completion of any phase of grading of slopes or fills	
Installation of storm drainage facilities	
Completion of all land-disturbing activity, construction or development	
Permanent ground cover sufficient to restrain erosion has been established	

**PART 1C: Signature of Inspector**

By this signature, I certify in accordance with the NCG010000 permit & G.S. 113A-54.1 that this report is accurate and complete to the best of my knowledge.	
Financially Responsible Party / Permittee or Agent / Designee	Date

**GROUND STABILIZATION TIMEFRAMES**

Site Area Description	Stabilization	Timeframe Exceptions
Perimeter dikes, swales and slopes	7 Days	None
High Quality Water (HQW) Zones	7 Days	None
Slopes Steeper than 3:1	7 Days	If slopes are 10' or less in length and are not steeper than 2:1, 14 days are allowed
Slopes 3:1 or flatter	14 Days	7 days for slopes greater than 50' in length
All other areas with slopes flatter than 4:1	14 Days	None, except for perimeters and HQW Zones



**PART 2A: EROSION AND SEDIMENTATION CONTROL MEASURES:** Measures must be inspected at least ONCE PER 7 CALENDAR DAYS AND WITHIN 24 HOURS OF A RAINFALL EVENT GREATER THAN 0.5 INCH PER 24 HOUR PERIOD.

Erosion and Sedimentation Control Measures Inspected					Inspection Date	Describe Actions Needed <u>Corrective actions should be performed as soon as possible and before the next storm event</u>	Date Corrected
Measure ID or Location and Description	Operating Properly? (Y/N)	Any Repair or Maintenance Needed? (Y/N)	New Measures Installed *				
			Proposed Dimensions (ft.)	Actual Dimensions (ft.)	Significant Deviation from Plan? (Y/N)		

\*New erosion and sedimentation control measures installed since the last inspection should be documented here or by initialing and dating each measure or practice shown on a copy of the approved erosion and sedimentation control plan. List Dimensions of Measures such as Sediment Basins and Riprap Aprons

**PART 2B: STORMWATER DISCHARGE OUTFALLS (SDOs):** SDOs must be inspected at least ONCE PER 7 CALENDAR DAYS AND WITHIN 24 HOURS OF A RAINFALL EVENT GREATER THAN 0.5 INCH PER 24 HOUR PERIOD.

Stormwater Discharge Outfalls Inspected			Inspection Date	Report Visible Sedimentation to streams or wetlands to Land Quality within 24 Hours <a href="http://portal.ncdenr.org/web/lr/division-contacts">http://portal.ncdenr.org/web/lr/division-contacts</a> <b>Describe Actions Needed</b> <u>Corrective actions should be performed as soon as possible and before the next storm event</u>	Date Corrected
Stormwater Discharge Outfall ID or Location	Any Visible Sedimentation in Streams, Wetlands or Outside Site Limits? (Y/N)	Any Increase in Stream Turbidity from Discharge? (Y/N)			

**PART 2C: GROUND STABILIZATION Must be recorded after each Phase of Grading**

Areas Where Land Disturbance Has Been Completed or Temporarily Stopped	Time Limit for Ground Cover 7 days or 14 days	Is Ground Cover Sufficient to Restrain Erosion? (Y/N)	Inspection Date	Describe Actions Needed	Date Corrected

## PROJECT SPECIAL PROVISIONS

### UTILITIES

#### **UTILITIES BY OTHERS:**

##### **General**

All utilities shown on the Construction Drawings are based on the best available information.

The following utility companies have facilities that will be within construction limits of this project.

- A. City of Graham (Water and Sewer lines and services)
- B. Duke Energy (poles)
  - a. Power pole near station 0+29 left
  - b. Power pole near station 0+41 left.
  - c. Power pole near station 1+65 left
  - d. Power pole near station 3+38 left
  - e. Power pole near station 4+75 left
  - f. Power pole near station 6+56 left

Contractor will be required to maintain and protect all existing utilities within project limits..

Utilities Requiring Adjustments by Utility Companies are as follows:

- A. No utility adjustments are required by Utility Companies prior to beginning work.
- B. Contractor will be required to coordinate with Duke Energy the installation of pedestrian poles:
  - 1. Station 0+38 left.
  - 2. Station 0+42 left.
  - 3. Station 1+75 left.

#### **UTILITIES BY CONTRACTOR:**

Utilities that may require adjustments by Contractor are as follows:

- A. Water Meter, station 3+66 left
- B. Water Meter, station 5+20 left
- C. Cleanout, station 6+16 left
- D. Water Meter, station 6+17 left

**PROJECT SPECIAL PROVISION**

(10-18-95)

Z-1

**PERMITS**

The Contractor is advised that no permits are required for construction of this project; however, the Contractor will be required to comply with standard practices relative to erosion control to prevent offsite sedimentation. Contractor is also made aware that personnel from NCDOT and NCDENR, Land Quality Section have the right to access the site for inspection and require additional measures be implemented in the event that off-site sedimentation occurs or has the potential to occur, in their opinion.

The Contractor shall comply with all sedimentation reports issued by either NCDENR, Land Quality Section, NCDOT or by the Engineer, if in the opinion of the Engineer the potential for off-site sedimentation is possible.

Contractor shall comply with NPDES requirements outlined in Erosion Control Project Special Provisions (see pages 55-57).

The Contractor's attention is also directed to Articles 107-10 and 107-13 of the *2012 Standard Specifications*.

**PROJECT SPECIAL PROVISION**

(12-14-15)

Division 7

**PBO compliance for NORTHERN LONG-EARED BAT (NLEB)**

The US Fish and Wildlife Service has developed a programmatic biological opinion (PBO) in conjunction with the Federal Highway Administration (FHWA), the US Army Corps of Engineers (USACE), and NCDOT for the NLEB in eastern North Carolina. If this project involves tree clearing (greater than 3 inches in diameter) or structure demolition (bridges, buildings, or box culverts) after April 1, 2015, the City of Graham must notify the Division 7 Office. The contract administrator for the City must record the actual amount of tree clearing that occurred for the project. This information shall be reported in tenths of acres, and submitted to the Division (Donnie Huffines, Division Project Manager) upon project completion.

## STANDARD SPECIAL PROVISIONS

### **AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS:**

(5-20-08)

Z-2

*General Statute 143C-6-11. (h) Highway Appropriation* is hereby incorporated verbatim in this contract as follows:

(h) Amounts Encumbered. – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in *General Statute 143C-6-11(c)*. Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.

Payment will be made on any contract terminated pursuant to the special provision in accordance with Article 108-13(E), of the *North Carolina Department of Transportation Standard Specifications for Roads and Structures*, dated July 1, 2006.

### **NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY**

(5-17-11)

Z-3

Seed shall be sampled and tested by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory. When said samples are collected, the vendor shall supply an independent laboratory report for each lot to be tested. Results from seed so sampled shall be final. Seed not meeting the specifications shall be rejected by the Department of Transportation and shall not be delivered to North Carolina Department of Transportation warehouses. If seed has been delivered it shall be available for pickup and replacement at the supplier's expense.

Any re-labeling required by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory, that would cause the label to reflect as otherwise specified herein shall be rejected by the North Carolina Department of Transportation.

Seed shall be free from seeds of the noxious weeds Johnsongrass, Balloonvine, Jimsonweed, Witchweed, Itchgrass, Serrated Tussock, Showy Crotalaria, Smooth Crotalaria, Sicklepod, Sandbur, Wild Onion, and Wild Garlic. Seed shall not be labeled with the above weed species on the seed analysis label. Tolerances as applied by the Association of Official Seed Analysts will NOT be allowed for the above noxious weeds except for Wild Onion and Wild Garlic.

Tolerances established by the Association of Official Seed Analysts will generally be recognized. However, for the purpose of figuring pure live seed, the found pure seed and found germination percentages as reported by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory will be used. Allowances, as established by the NCDOT, will be recognized for minimum pure live seed as listed on the following pages.

The specifications for restricted noxious weed seed refers to the number per pound as follows:

<u>Restricted Noxious Weed</u>	<u>Limitations per Lb. Of Seed</u>	<u>Restricted Noxious Weed</u>	<u>Limitations per Lb. of Seed</u>
Blessed Thistle	4 seeds	Cornflower (Ragged Robin)	27 seeds
Cocklebur	4 seeds	Texas Panicum	27 seeds
Spurred Anoda	4 seeds	Bracted Plantain	54 seeds
Velvetleaf	4 seeds	Buckhorn Plantain	54 seeds
Morning-glory	8 seeds	Broadleaf Dock	54 seeds
Corn Cockle	10 seeds	Curly Dock	54 seeds
Wild Radish	12 seeds	Dodder	54 seeds
Purple Nutsedge	27 seeds	Giant Foxtail	54 seeds
Yellow Nutsedge	27 seeds	Horsenettle	54 seeds
Canada Thistle	27 seeds	Quackgrass	54 seeds
Field Bindweed	27 seeds	Wild Mustard	54 seeds
Hedge Bindweed	27 seeds		

Seed of Pensacola Bahiagrass shall not contain more than 7% inert matter, Kentucky Bluegrass, Centipede and Fine or Hard Fescue shall not contain more than 5% inert matter whereas a maximum of 2% inert matter will be allowed on all other kinds of seed. In addition, all seed shall not contain more than 2% other crop seed nor more than 1% total weed seed. The germination rate as tested by the North Carolina Department of Agriculture shall not fall below 70%, which includes both dormant and hard seed. Seed shall be labeled with not more than 7%, 5% or 2% inert matter (according to above specifications), 2% other crop seed and 1% total weed seed.

Exceptions may be made for minimum pure live seed allowances when cases of seed variety shortages are verified. Pure live seed percentages will be applied in a verified shortage situation. Those purchase orders of deficient seed lots will be credited with the percentage that the seed is deficient.

#### FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:

Minimum 85% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 83% pure live seed will not be approved.

Sericea Lespedeza  
Oats (seeds)

Minimum 80% pure live seed; maximum 1% total weed seed; maximum 2% total other crop; maximum 144 restricted noxious weed seed per pound. Seed less than 78% pure live seed will not be approved.

Tall Fescue (all approved varieties)	Bermudagrass
Kobe Lespedeza	Browntop Millet
Korean Lespedeza	German Millet – Strain R
Weeping Lovegrass	Clover – Red/White/Crimson
Carpetgrass	

Minimum 78% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 76% pure live seed will not be approved.

Common or Sweet Sundangrass

Minimum 76% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 74% pure live seed will not be approved.

Rye (grain; all varieties)  
 Kentucky Bluegrass (all approved varieties)  
 Hard Fescue (all approved varieties)  
 Shrub (bicolor) Lespedeza

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 noxious weed seed per pound. Seed less than 70% pure live seed will not be approved.

Centipedegrass	Japanese Millet
Crownvetch	Reed Canary Grass
Pensacola Bahiagrass	Zoysia
Creeping Red Fescue	

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 5% inert matter; maximum 144 restricted noxious weed seed per pound.

Barnyard Grass  
 Big Bluestem  
 Little Bluestem  
 Bristly Locust  
 Birdsfoot Trefoil  
 Indiangrass  
 Orchardgrass  
 Switchgrass  
 Yellow Blossom Sweet Clover

### **ERRATA:**

(1-17-12) (Rev. 04-21-15)

Z-4

Revise the *2012 Standard Specifications* as follows:

#### **Division 2**

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

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

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

#### **Division 3**

**Page 3-1, after line 15, Article 300-2 Materials**, replace “1032-9(F)” with “1032-6(F)”.

#### **Division 4**

**Page 4-77, line 27, Subarticle 452-3(C) Concrete Coping**, replace “sheet pile” with “reinforcement”.

#### **Division 6**

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

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

**Page 6-11, Table 609-1 Control Limits**, replace “Max. Spec. Limit” for the Target Source of  $P_{0.075}/P_{be}$  Ratio with “1.0”.

**Page 6-40, Article 650-2 Materials**, replace “Subarticle 1012-1(F)” with “Subarticle 1012-1(E)”

**Division 7**

**Page 7-1, Article 700-3, CONCRETE HAULING EQUIPMENT**, line 33, replace “competition” with “completion”.

**Division 8**

**Page 8-23, line 10, Article 838-2 Materials**, replace “Portland Cement Concrete, Class B” with “Portland Cement Concrete, Class A”.

**Division 10**

**Page 10-166, Article 1081-3 Hot Bitumen**, replace “Table 1081-16” with “Table 1081-2”, replace “Table 1081-17” with “Table 1081-3”, and replace “Table 1081-18” with “Table 1081-4”.

**Division 12**

**Page 12-7, Table 1205-3**, add “FOR THERMOPLASTIC” to the end of the title.

**Page 12-8, Subarticle 1205-5(B), line 13**, replace “Table 1205-2” with “Table 1205-4”.

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

**Page 12-9, Subarticle 1205-6(B), line 21**, replace “Table 1205-4” with “Table 1205-6”.

**Page 12-11, Subarticle 1205-8(C), line 25**, replace “Table 1205-5” with “Table 1205-7”.

**Division 15**

**Page 15-4, Subarticle 1505-3(F) Backfilling, line 26**, replace “Subarticle 235-4(C)” with “Subarticle 235-3(C)”.

**Page 15-6, Subarticle 1510-3(B), after line 21**, replace the allowable leakage formula with the following:  $W = LD\sqrt{P} \div 148,000$

**Page 15-6, Subarticle 1510-3(B), line 32**, delete “may be performed concurrently or” and replace with “shall be performed”.

**Page 15-17, Subarticle 1540-3(E), line 27**, delete “Type 1”.

**Division 17**

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

Revise the *2012 Roadway Standard Drawings* as follows:

**1633.01 Sheet 1 of 1, English Standard Drawing for Matting Installation**, replace “1633.01” with “1631.01”.

**END**

**PLANT AND PEST QUARANTINES:****(Imported Fire Ant, Gypsy Moth, Witchweed, and Other Noxious Weeds)**

(3-18-03) (Rev. 10-15-13)

Z-04a

**Within Quarantined Area**

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

**Originating in a Quarantined County**

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



## Contact

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

## Regulated Articles Include

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

## AWARD OF CONTRACT:

(6-28-77)

Z-6

“The North Carolina Department of Transportation, in accordance with the provisions of *Title VI of the Civil Rights Act of 1964* (78 Stat. 252) and the Regulations of the Department of Transportation (*49 C.F.R., Part 21*), issued pursuant to such act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin”.

## MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS:

Z-7

### NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (*EXECUTIVE NUMBER 11246*)

1. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor’s aggregate workforce in each trade on all construction work in the covered area, see as shown on the attached sheet entitled “Employment Goals for Minority and Female participation”.

These goals are applicable to all the Contractor’s construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor’s compliance with the Executive Order and the regulations in *41 CFR Part 60-4* shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in *41 CFR 60-4.3(a)*, and its effort to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the

contract, and in each trade and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project or the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the executive Order and the regulations *in 41 CFR Part 60-4*. Compliance with the goals will be measured against the total work hours performed.

2. As used in this Notice and in the contract resulting from this solicitation, the "covered area" is the county or counties shown on the cover sheet of the proposal form and contract.

**EMPLOYMENT GOALS FOR MINORITY  
AND FEMALE PARTICIPATION**

Economic Areas

**Area 023 29.7%**

Bertie County  
Camden County  
Chowan County  
Gates County  
Hertford County  
Pasquotank County  
Perquimans County

**Area 024 31.7%**

Beaufort County  
Carteret County  
Craven County  
Dare County  
Edgecombe County  
Green County  
Halifax County  
Hyde County  
Jones County  
Lenoir County  
Martin County  
Nash County  
Northampton County  
Pamlico County  
Pitt County  
Tyrrell County  
Washington County  
Wayne County  
Wilson County

**Area 025 23.5%**

Columbus County  
Duplin County  
Onslow County  
Pender County

**Area 026 33.5%**

Bladen County  
Hoke County  
Richmond County  
Robeson County  
Sampson County  
Scotland County

**Area 027 24.7%**

Chatham County  
Franklin County  
Granville County  
Harnett County  
Johnston County  
Lee County  
Person County  
Vance County  
Warren County

**Area 028 15.5%**

Alleghany County  
Ashe County  
Caswell County  
Davie County  
Montgomery County  
Moore County  
Rockingham County  
Surry County  
Watauga County  
Wilkes County

**Area 029 15.7%**

Alexander County  
Anson County  
Burke County  
Cabarrus County  
Caldwell County  
Catawba County  
Cleveland County  
Iredell County  
Lincoln County  
Polk County  
Rowan County  
Rutherford County  
Stanly County

**Area 0480 8.5%**

Buncombe County  
Madison County

**Area 030 6.3%**

Avery County  
Cherokee County  
Clay County  
Graham County  
Haywood County  
Henderson County  
Jackson County  
McDowell County  
Macon County  
Mitchell County  
Swain County  
Transylvania County  
Yancey County

**SMSA Areas**

**Area 5720 26.6%**  
Currituck County

**Area 9200 20.7%**  
Brunswick County  
New Hanover County

**Area 2560 24.2%**  
Cumberland County

**Area 6640 22.8%**  
Durham County  
Orange County  
Wake County

**Area 1300 16.2%**  
Alamance County

**Area 3120 16.4%**  
Davidson County  
Forsyth County  
Guilford County  
Randolph County  
Stokes County  
Yadkin County

**Area 1520 18.3%**  
Gaston County  
Mecklenburg County  
Union County

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**Goals for Female**

**Participation in Each Trade**

(Statewide) 6.9%

## STANDARD SPECIAL PROVISION

### REQUIRED CONTRACT PROVISIONS FEDERAL - AID CONSTRUCTION CONTRACTS

FHWA - 1273 Electronic Version - May 1, 2012

Z-8

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

#### ATTACHMENTS

- A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
  - a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
  - b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
  - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
  - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
  - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
  - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
  - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
  - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
  - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
  - c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
  - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
  - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
  - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
  - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.
6. **Training and Promotion:**
  - a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
  - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
  - c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
  - d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
  - a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
  - b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
  - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
  - d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex,

- national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
  9. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
    - a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
    - b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.
  10. **Assurance Required by 49 CFR 26.13(b):**
    - a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
    - b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
  11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
    - a. The records kept by the contractor shall document the following:
      - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
      - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
      - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
    - b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

- a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
  - d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
2. **Withholding.** The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
3. **Payrolls and basic records**
    - a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
    - b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.
    - (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
      - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
      - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
      - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
    - (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
    - (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
4. **Apprentices and trainees**
- a. Apprentices (programs of the USDOL). Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.
- The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
- Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- b. Trainees (programs of the USDOL). Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.
- The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.
- Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- d. Apprentices and Trainees (programs of the U.S. DOT). Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.
5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
7. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. **Certification of eligibility.**
- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT



The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
  - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
    - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
    - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
    - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
    - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
  - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

#### **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

\* \* \* \* \*

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
  - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

### **ON-THE-JOB TRAINING:**

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

Z-10

#### **Description**

The North Carolina Department of Transportation will administer a custom version of the Federal On-the-Job Training (OJT) Program, commonly referred to as the Alternate OJT Program. All contractors (existing and newcomers) will be automatically placed in the Alternate Program. Standard OJT requirements typically associated with individual projects will no longer be applied at the project level. Instead, these requirements will be applicable on an annual basis for each contractor administered by the OJT Program Manager.

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

The Alternate OJT Program will allow a contractor to train employees on Federal, State and privately funded projects located in North Carolina. However, priority shall be given to training employees on NCDOT Federal-Aid funded projects.

#### **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 as 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.

#### **Assigning Training Goals**

The Department, through the OJT Program Manager, will assign training goals for a calendar year based on the contractors' past three years' activity and the contractors' anticipated upcoming year's activity with the Department. At the beginning of each year, all contractors eligible will be contacted by the Department to determine the number of trainees that will be assigned for the upcoming calendar year. At that time the Contractor shall enter into an agreement with the Department to provide a self-imposed on-the-job training program for the calendar year. This agreement will include a specific number of annual training goals agreed to by both parties. The number of training assignments may range from 1 to 15 per contractor per calendar year. The Contractor shall sign an agreement to fulfill their annual goal for the year.\

## **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

The Department has established common training classifications and their respective training requirements that may be used by the contractors. However, the classifications established are not all-inclusive. Where the training is oriented toward construction applications, training will be allowed in lower-level management positions such as office engineers and estimators. Contractors shall submit new classifications for specific job functions that their employees are performing. The Department will review and recommend for acceptance to FHWA the new classifications proposed by contractors, if applicable. New classifications shall meet the following requirements:

Proposed training classifications are reasonable and realistic based on the job skill classification needs, and

The number of training hours specified in the training classification is consistent with common practices and provides enough time for the trainee to obtain journeyman level status.

The Contractor may allow trainees to be trained by a subcontractor provided that the Contractor retains primary responsibility for meeting the training and this provision is made applicable to the subcontract. However, only the Contractor will receive credit towards the annual goal for the trainee.

Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

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**

The Contractor shall maintain enrollment, monthly and completion reports documenting company compliance under these contract documents. These documents and any other information as requested shall be submitted to the OJT Program Manager.

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 Interviews**

All trainees enrolled in the program will receive an initial and Trainee/Post graduate interview conducted by the OJT program staff.

**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 both the NC Department of Labor (NCDOL) and the Department.

**Achieving or Failing to Meet Training Goals**

The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and who receives training for at least 50 percent of the specific program requirement. Trainees will be allowed to be transferred between projects if required by the Contractor's scheduled workload to meet training goals.

If a contractor fails to attain their training assignments for the calendar year, they may be taken off the NCDOT's Bidders List.

**Measurement and Payment**

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

**GENERAL DECISION NC150101 01/23/2015 NC101:**

Z-101

Date: January 23, 2015

General Decision Number: NC150101 01/23/2015 NC101

Superseded General Decision Numbers: NC20140101

State: North Carolina

Construction Type: HIGHWAY

**COUNTIES:**

Alamance	Forsyth	Randolph
Anson	Gaston	Rockingham
Cabarrus	Guilford	Stokes
Chatham	Mecklenburg	Union
Davie	Orange	Yadkin
Durham	Person	

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/02/2015
1	01/23/2015

SUNC2014-003 11/14/2014

	Rates	Fringes
BLASTER	18.64	
CARPENTER	13.68	.05
CEMENT MASON/CONCRETE FINISHER	13.93	
ELECTRICIAN		
Electrician	18.79	2.72
Telecommunications Technician	15.19	1.25
IRONWORKER	13.30	
LABORER		
Asphalt Raker and Spreader	12.78	
Asphalt Screed/Jackman	14.50	
Carpenter Tender	12.51	.27
Cement Mason/Concrete Finisher Tender	11.04	

	Rates	Fringes
Common or General	10.40	.01
Guardrail/Fence Installer	13.22	
Pipelayer	12.43	
Traffic Signal/Lighting Installer	15.65	.24
<b>PAINTER</b>		
Bridge	23.77	
<b>POWER EQUIPMENT OPERATORS</b>		
Asphalt Broom Tractor	10.00	
Bulldozer Fine	16.13	
Bulldozer Rough	14.36	
Concrete Grinder/Groover	17.92	
Crane Boom Trucks	18.19	
Crane Other	19.83	
Crane Rough/All-Terrain	19.10	
Drill Operator Rock	14.28	
Drill Operator Structure	20.89	
Excavator Fine	16.95	
Excavator Rough	13.63	
Grader/Blade Fine	19.84	
Grader/Blade Rough	15.47	
Loader 2 Cubic Yards or Less	13.31	
Loader Greater Than 2 Cubic Yards	16.19	
Material Transfer Vehicle (Shuttle Buggy)	15.44	
Mechanic	17.51	
Milling Machine	15.22	
Off-Road Hauler/Water Tanker	11.83	
Oiler/Greaser	14.16	
Pavement Marking Equipment	12.05	
Paver Asphalt	15.97	
Paver Concrete	18.20	
Roller Asphalt Breakdown	12.79	
Roller Asphalt Finish	13.76	
Roller Other	12.08	
Scraper Finish	12.65	
Scraper Rough	11.50	
Slip Form Machine	19.60	
Tack Truck/Distributor Operator	14.82	
<b>TRUCK DRIVER</b>		
GVWR of 26,000 Lbs or Greater	11.45	
GVWR of 26,000 Lbs or Less	13.57	.03

Welders – Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The



classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

#### WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
  - \* an existing published wage determination
  - \* a survey underlying a wage determination
  - \* a Wage and Hour Division letter setting forth a position on a wage determination matter
  - \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, D.C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, D.C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, D.C. 20210

4.) All decisions by the Administrative Review Board are final.

**END OF GENERAL DECISION**

## Bid Form

Project Identification: City of Graham  
 Elm Street Sidewalk Enhancement Project – Phase 1  
 Alamance County, Graham, North Carolina  
 ER-2971 G WBS Element No. 3607.3.06 AWCK Job No. 13092

This Bid Is Submitted To: City of Graham  
 201 South Main Street  
 Graham, North Carolina 27253

Bidder hereby acknowledges receipt of the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform and furnish all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.
2. The Bidder represents that he has carefully examined the location of the proposed work to be known as Elm Street Sidewalk Enhancement Project – Phase 1, NCDOT Project No. ER-2971 G, has carefully examined the plans and specifications, which are acknowledged to be part of the Bid Documents, the special provisions, the Bid Form, Construction Contract, and the forms of contract payment bond and performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned Bidder agrees to bound upon his execution of the bid and subsequent award to him by the Owner in accordance with these Bid Documents to provide the necessary payment and performance bonds within ten (10) calendar days after written notice of award is received by Contractor. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with the *NCDOT Standard Specifications for Roads and Structures* by the date(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.
3. The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and to perform the work and required labor to construct and complete the Elm Street Sidewalk Enhancement Project – Phase 1, NCDOT Project No. ER-2971 G in Alamance County, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the Contract Documents, plans and specifications prepared by the Engineer, which provide the details for this project and hereby become a part of the Contract Documents.
4. The published volume entitled *NCDOT Standard Specifications for Roads and Structures, July 2012* with all amendments and supplements thereto, is by reference incorporated into and made a part of the Contract Documents; 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 Engineer.
5. If the Bid is accepted and the award is made, the Contract is valid only when signed by the Owner. The conditions and provisions herein cannot be changed except by a properly executed Supplemental Agreement.
6. The quantities shown herein this Bid Form for the project are considered to be approximate only and are given as the basis for comparison of bids. The Owner may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient.
7. An increase or decrease in the quantity of any item will not be regarded as sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for in the Contract Documents.

8. Accompanying this Bid is a Bid Bond secured by a corporate surety, or certified check payable to the Owner, for five percent (5%) of the total Bid Amount, which deposit is to be forfeited as liquidated damages in case this Bid is accepted and the Bidder shall fail to provide the required performance and payment bonds with the Owner in accordance with the Contract Documents, within ten (10) calendar days after the written notice of award is received by Bidder as provided in the *Standard Specifications*; otherwise said deposit will be returned to the Bidder.
9. Bidder will complete the Work in accordance with the Contract Documents for the following unit or lump sum price(s):

Item No.	Sect No	Description	Estimated Quantity	Unit	Unit Price	Bid Amount
1.	800	Mobilization	Lump Sum	LS	\$	\$
2.	801	Construction Surveying	Lump Sum	LS	\$	\$
3.	226	Grading	Lump Sum	LS	\$	\$
4.	270	Geotextile for Soil Stabilization	25	SY	\$	\$
5.	505	Shallow Undercut Excavation	20	CY	\$	\$
6.	505	Class IV Subgrade Stabilization	40	Tons	\$	\$
7.	545	Incidental Stone Base	40	Tons	\$	\$
8.	SP	Patching Existing Pavement	5	Tons	\$	\$
9.	SP	Concrete Steps	2.5	CY	\$	\$
10.	SP	Safety Handrail	26	LF	\$	\$
11.	SP	Masonry Wall Repair	Lump Sum	LS	\$	\$
12.	SP	2'-6" Concrete Curb and Gutter	50	LF	\$	\$
13.	848	4" Thick Concrete Sidewalk	400	SY	\$	\$
14.	848	6" Thick Concrete Driveways	310	SY	\$	\$
15.	848	Concrete Curb Ramps	6	Each	\$	\$
16.	858	Adjustment of Water Meter or Cleanouts	4	Each	\$	\$
17.	SP	Chain Link Fence Removal and Replacement	Lump Sum	LS	\$	\$
18.	SP	Traffic Control	Lump Sum	LS	\$	\$
19.	SP	Work Zone Advance/General Warning Signing	144	SF	\$	\$
20.	1205	Thermoplastic Pavement Marking Lines, 8", 120 mils	275	LF	\$	\$
21.	1205	Thermoplastic Pavement Marking Lines, 24", 120 mils	45	LF	\$	\$
22.	1605	Temporary Silt Fence	450	LF	\$	\$
23.	1610	Sediment Control Stone, No. 5 or 57	10	Tons	\$	\$
24.	1631	Matting for Erosion Control	920	SY	\$	\$
25.	SP	Wattle	100	LF	\$	\$

Item No.	Sect No	Description	Estimated Quantity	Unit	Unit Price	Bid Amount
26.	SP	Polyacrylamide (PAM)	2	LBS	\$	\$
27.	1660	Seeding and Mulching	0.33	Acre	\$	\$
28.	1661	Seed for Repair Seeding	75	Lb	\$	\$
29.	1661	Fertilizer for Repair Seeding	0.15	Tons	\$	\$
30.	1662	Seed for Supplemental Seeding	40	Lb	\$	\$
31.	1665	Fertilizer for Topdressing	0.1	Tons	\$	\$

**TOTAL AMOUNT BID FOR PROJECT**

\$
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- 10. Bidder agrees to commence Work when by the date of availability and to substantially complete all Work by the completion date in accordance with the Contract Documents.
- 11. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete The work within the times specified above, which shall be stated in the Agreement. Bidder agrees that as liquidated damages for delay (but not as a penalty), Bidder shall pay Owner **Three Hundred Dollars (\$300.00)** for each day that expires after the time specified and in accordance with the Agreement.
- 12. The following documents are attached to and made a condition of the Bid:
  - A. Required Bid security in the form of Bid Bond - Certified Check (circle type of security provided);
  - B. Bidder is instructed to submit listing of DBE Subcontractors (pages DBE-1 to DBE-2).
  - C. Bidder is instructed to submit applicable Execution of Bid, Noncollusion Affidavit and Debarment Certification (pages EB-1 to EB-8).

SUBMITTED on \_\_\_\_\_, \_\_\_\_\_

State Contractor License No. \_\_\_\_\_.

Employer's Tax ID No. \_\_\_\_\_

<b>LISTING OF DBE SUBCONTRACTORS</b>				Sheet _____ of _____
Firm Name and Address	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
<b>Name</b> Address				
<b>Name</b> Address				
<b>Name</b> Address				
<b>Name</b> Address				
<b>Name</b> Address				
<b>Name</b> Address				
<b>Name</b> Address				

**This form must be completed in order for the Bid to be considered responsive and be publicly read. Bidders with no DBE participation must so indicate this on the form by entering the word or number zero.**

## LISTING OF DBE SUBCONTRACTORS

Firm Name and Address		Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
<b>Name</b>					
Address					
<b>Name</b>					
Address					
<b>Name</b>					
Address					
<b>Name</b>					
Address					

\* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the DBE subcontractor, and these prices will be used to determine the percentage of the DBE participation in the contract.

\*\* - Must have entry even if figure to be entered is zero.

\*\* - *If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent. If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.*

**This form must be completed in order for the Bid to be considered responsive and be publicly read. Bidders with no DBE participation must so indicate this on the form by entering the word or number zero.**

**EXECUTION OF BID  
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

**CORPORATION**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

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

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_ Full name of Corporation

\_\_\_\_\_ Address as Prequalified

Attest \_\_\_\_\_  
Secretary/Assistant Secretary  
*Select appropriate title*

By \_\_\_\_\_  
President/Vice President/Assistant Vice President  
*Select appropriate title*

\_\_\_\_\_ Print or type Signer's name

\_\_\_\_\_ Print or type Signer's name

**CORPORATE SEAL**

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**NOTARY SEAL**

\_\_\_\_\_ Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**EXECUTION OF BID  
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION  
PARTNERSHIP**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

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

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_ Full Name of Partnership

\_\_\_\_\_ Address as Prequalified

\_\_\_\_\_ By \_\_\_\_\_  
Signature of Witness Signature of Partner

\_\_\_\_\_ Print or type Signer's name

\_\_\_\_\_ Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**NOTARY SEAL**

\_\_\_\_\_ Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXECUTION OF BID  
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION  
LIMITED LIABILITY COMPANY**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

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

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_ Full Name of Firm

\_\_\_\_\_ Address as Prequalified

\_\_\_\_\_ Signature of Witness

\_\_\_\_\_ Signature of Member/Manager/Authorized Agent  
*Select appropriate title*

\_\_\_\_\_ Print or type Signer's name

\_\_\_\_\_ Print or type Signer's Name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**NOTARY SEAL**

\_\_\_\_\_ Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXECUTION OF BID  
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN  
CERTIFICATION**

**JOINT VENTURE (2) or (3)**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

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

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTOR**

Instructions: **2 Joint Venturers** Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturer and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

(1) \_\_\_\_\_  
Name of Joint Venture

(2) \_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Witness or Attest By \_\_\_\_\_  
Print or type Signer's name Signature of Contractor  
Print or type Signer's name

*If Corporation, affix Corporate Seal* and

(3) \_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Witness or Attest By \_\_\_\_\_  
Print or type Signer's name Signature of Contractor  
Print or type Signer's name

*If Corporation, affix Corporate Seal* and

(4) \_\_\_\_\_  
Name of Contractor (for 3 Joint Venture only)

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Witness or Attest By \_\_\_\_\_  
Print or type Signer's name Signature of Contractor  
Print or type Signer's name

*If Corporation, affix Corporate Seal*

**NOTARY SEAL**  
*Affidavit must be notarized for Line (2)*  
Subscribed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
\_\_\_\_\_  
Signature of Notary Public  
of \_\_\_\_\_ County  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**NOTARY SEAL**  
*Affidavit must be notarized for Line (3)*  
Subscribed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
\_\_\_\_\_  
Signature of Notary Public  
of \_\_\_\_\_ County  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**NOTARY SEAL**  
*Affidavit must be notarized for Line (4)*  
Subscribed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
\_\_\_\_\_  
Signature of Notary Public  
of \_\_\_\_\_ County  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXECUTION OF BID  
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

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

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTOR**

Name of Contractor \_\_\_\_\_  
Individual name

Trading and doing business as \_\_\_\_\_  
Full name of Firm

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Contractor, Individually

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**NOTARY SEAL**

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXECUTION OF BID  
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

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

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF CONTRACTOR**

Name of Contractor \_\_\_\_\_  
Print or type Individual name

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Contractor, Individually

\_\_\_\_\_  
Print or type Signer's Name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**NOTARY SEAL**

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Municipality if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Municipality, or has become erroneous because of changed circumstances.
2. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Municipality project representative.
3. The prequalified bidder agrees by submitting this form that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in Municipal contracts, unless authorized by the Municipality.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Municipality, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Municipality may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

### DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

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

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

Check here if an explanation is attached to this certification.

STATE OF NORTH CAROLINA  
CITY OF GRAHAM  
RALEIGH, NC

BID BOND

Principal: \_\_\_\_\_  
Name of Principal Contractor  
Surety: \_\_\_\_\_  
Name of Surety  
Contract Number: ER-2971 G County: Alamance  
Date of Bid: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the **CITY OF GRAHAM** in the full and just sum of five (5) percent of the total amount bid by the Principal for the project stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, the condition of this obligation is: the Principal shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the proposal, and if the **CITY OF GRAHAM** shall award a contract to the Principal, the Principal shall, within fourteen (14) calendar days after written notice of award is received by him, provide bonds with good and sufficient surety, as required for the faithful performance of the contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Principal requests permission to withdraw his bid due to mistake in accordance with the provisions of Article 103-3 of the *Standard Specifications for Roads and Structures*, the conditions and obligations of this Bid Bond shall remain in full force and effect until the **CITY OF GRAHAM** makes a final determination to either allow the bid to be withdrawn or to proceed with award of the contract. In the event a determination is made to award the contract, the Principal shall have fourteen (14) calendar days to comply with the requirements set forth above. In the event the Principal withdraws its bid after bids are opened except as provided in Article 103-3, or after award of the contract has been made fails to execute such additional documents as may be required and to provide the required bonds within the time period specified above, then the amount of the bid bond shall be immediately paid to the **CITY OF GRAHAM** as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
General Agent or Attorney-in-Fact Signature

Seal of Surety

\_\_\_\_\_  
Print or type Signer's Name



**BID BOND**  
**CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

\_\_\_\_\_

Full name of Corporation

\_\_\_\_\_

Address as prequalified

By \_\_\_\_\_

**Signature of President, Vice President, Assistant Vice President**  
*Select appropriate title*

\_\_\_\_\_

Print or type Signer's name

*Affix Corporate Seal*

Attest

\_\_\_\_\_

**Signature of Secretary, Assistant Secretary**  
*Select appropriate title*

\_\_\_\_\_

Print or type Signer's name

**BID BOND**

**LIMITED LIABILITY COMPANY**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

\_\_\_\_\_

Full name of Firm

\_\_\_\_\_

Address as prequalified

**Signature of Member/  
Manager/Authorized Agent**

\_\_\_\_\_

Individually

\_\_\_\_\_

Print or type Signer's name

**BID BOND**

**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor \_\_\_\_\_  
Individual Name

Trading and doing business as \_\_\_\_\_  
Full name of Firm

\_\_\_\_\_  
Address as prequalified

Signature of Contractor \_\_\_\_\_  
Individually

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name

**BID BOND**

**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor \_\_\_\_\_  
Print or type Individual Name

\_\_\_\_\_  
Address as prequalified

Signature of Contractor \_\_\_\_\_  
Individually

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name

**BID BOND**  
**PARTNERSHIP**

SIGNATURE OF CONTRACTOR (Principal)

\_\_\_\_\_

Full name of Partnership

\_\_\_\_\_

Address as prequalified

By \_\_\_\_\_

Signature of Partner

\_\_\_\_\_

Print or type Signer's name

\_\_\_\_\_

Signature of Witness

\_\_\_\_\_

Print or type Signer's name

**BID BOND**  
**JOINT VENTURE (2 or 3)**  
SIGNATURE OF CONTRACTORS (Principal)

Instructions to Bidders: **2 Joint Ventures**, Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3), (4) and execute. Line (1), print or type the name of Joint Venture. On line (2), print or type the name of one of the joint venturers and execute below in the appropriate manner required by Article 102-8 of the *Specifications*. On Line (3), print or type the name of second joint venturer and execute below in the appropriate manner required by said article of the Specifications. On Line (4), print or type the name of the third joint venturer, if applicable and execute below in the appropriate manner required by said article of the Specifications. This form of execution must be strictly followed.

(1) \_\_\_\_\_  
Name of Joint Venture

(2) \_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address as prequalified

_____ Signature of Witness or Attest	By	_____ Signature of Contractor
_____ Print or type Signer's name		_____ Print or type Signer's name

*If Corporation, affix Corporate Seal*

and

(3) \_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address as prequalified

_____ Signature of Witness or Attest	By	_____ Signature of Contractor
_____ Print or type Signer's name		_____ Print or type Signer's name

*If Corporation, affix Corporate Seal*

and

(4) \_\_\_\_\_  
Name of Contractor *(for 3 Joint Venture only)*

\_\_\_\_\_  
Address as prequalified

_____ Signature of Witness or Attest	By	_____ Signature of Contractor
_____ Print or type Signer's name		_____ Print or type Signer's name

*If Corporation, affix Corporate Seal*

**CITY OF GRAHAM**

**CONTRACT PAYMENT BOND**

Date of Payment Bond Execution \_\_\_\_\_

Name of Principal Contractor \_\_\_\_\_

Name of Surety: \_\_\_\_\_

Name of Contracting Body: **City of Graham** \_\_\_\_\_

Amount of Bond: \_\_\_\_\_

Contract ID No.: **ER-2971 G** \_\_\_\_\_

County Name: **Alamance** \_\_\_\_\_

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

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

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

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

**CONTRACT PAYMENT BOND**

*Affix Seal of Surety Company*

\_\_\_\_\_  
Print or type Surety Company Name

By

\_\_\_\_\_  
Print, stamp or type name of Attorney-in-Fact

\_\_\_\_\_  
Signature of Attorney-in-Fact

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Address of Attorney-in-Fact



**CONTRACT PAYMENT BOND**

**CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

\_\_\_\_\_

Full name of Corporation

\_\_\_\_\_

Address as prequalified

By \_\_\_\_\_

**Signature of President, Vice President, Assistant Vice President**  
*Select appropriate title*

\_\_\_\_\_

Print or type Signer's name

*Affix Corporate Seal*

Attest \_\_\_\_\_

**Signature of Secretary, Assistant Secretary**  
*Select appropriate title*

\_\_\_\_\_

Print or type Signer's name

**CONTRACT PAYMENT BOND  
LIMITED LIABILITY COMPANY**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

\_\_\_\_\_

Full name of Firm

\_\_\_\_\_

Address as prequalified

By:

\_\_\_\_\_

**Signature of Member, Manager, Authorized Agent**  
*Select appropriate title*

\_\_\_\_\_

Print or type Signer's name

**CONTRACT PAYMENT BOND**

**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor \_\_\_\_\_  
Individual Name

Trading and doing business as \_\_\_\_\_  
Full name of Firm

\_\_\_\_\_  
Address as prequalified

Signature of Contractor \_\_\_\_\_  
Individually

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name

**CONTRACT PAYMENT BOND**

**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor \_\_\_\_\_  
Print or type Individual name

\_\_\_\_\_  
Address as prequalified

Signature of Contractor \_\_\_\_\_  
Individually

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name

**CONTRACT PAYMENT BOND**

**PARTNERSHIP**

SIGNATURE OF CONTRACTOR (Principal)

---

Full name of Partnership

---

Address as prequalified

By \_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name

**CONTRACT PAYMENT BOND**  
**JOINT VENTURE (2) or (3)**  
SIGNATURE OF CONTRACTORS (Principal)

Instructions to Bidders: **2 Joint Ventures**, Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3), (4) and execute. On Line (1), print or type the name of Joint Venture. On line (2), print or type the name of one of the joint venturers and execute below in the appropriate manner required by Article 102-8 of the *NCDOT Standard Specifications*. On Line (3), print or type the name of second joint venturer and execute below in the appropriate manner required by said article of the Specifications. On Line (4), print or type the name of the third joint venturer, if applicable and execute below in the appropriate manner required by said article of the Specifications. This form of execution must be strictly followed.

(1) \_\_\_\_\_  
Name of Joint Venture

(2) \_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address as prequalified

_____ Signature of Witness or Attest	By	_____ Signature of Contractor
_____ Print or type Signer's name		_____ Print or type Signer's name

*If Corporation, affix Corporate Seal*

and

(3) \_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address as prequalified

_____ Signature of Witness or Attest	By	_____ Signature of Contractor
_____ Print or type Signer's name		_____ Print or type Signer's name

*If Corporation, affix Corporate Seal*

and

(4) \_\_\_\_\_  
Name of Contractor *(for 3 Joint Venture only)*

\_\_\_\_\_  
Address as prequalified

_____ Signature of Witness or Attest	By	_____ Signature of Contractor
_____ Print or type Signer's name		_____ Print or type Signer's name

*If Corporation, affix Corporate Seal*

**CONTRACT PAYMENT BOND**

Attach certified copy of Power of Attorney to this sheet

**CITY OF GRAHAM**

**CONTRACT PERFORMANCE BOND**

Date of Performance Bond Execution: \_\_\_\_\_

Name of Principal Contractor: \_\_\_\_\_

Name of Surety: \_\_\_\_\_

Name of Contracting Body: **City of Graham** \_\_\_\_\_

Amount of Bond: \_\_\_\_\_

Contract ID No.: **ER-2971 G** \_\_\_\_\_

County Name: **Alamance** \_\_\_\_\_

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

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

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

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



**CONTRACT PERFORMANCE BOND**

*Affix Seal of Surety Company*

\_\_\_\_\_

Print or type Surety Company Name

By

\_\_\_\_\_

Print, stamp or type name of Attorney-in-Fact

\_\_\_\_\_

Signature of Attorney-in-Fact

\_\_\_\_\_

Signature of Witness

\_\_\_\_\_

Print or type Signer's name

\_\_\_\_\_

Address of Attorney-in-Fact

**CONTRACT PERFORMANCE BOND  
CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

\_\_\_\_\_  
Full name of Corporation

\_\_\_\_\_  
Address as prequalified

By \_\_\_\_\_  
Signature of **President, Vice President, Assistant Vice President**  
*Select appropriate title*

\_\_\_\_\_  
Print or type Signer's name

*Affix Corporate Seal*

Attest \_\_\_\_\_  
Signature of **Secretary, Assistant Secretary**  
*Select appropriate title*

\_\_\_\_\_  
Print or type Signer's name

**CONTRACT PERFORMANCE BOND**

**LIMITED LIABILITY COMPANY**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

\_\_\_\_\_

Full name of Firm

\_\_\_\_\_

Address as prequalified

By:

\_\_\_\_\_

**Signature of Member, Manager, Authorized Agent**

*Select appropriate title*

\_\_\_\_\_

Print or type Signer's name

**CONTRACT PERFORMANCE BOND**

**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor \_\_\_\_\_  
Individual Name

Trading and doing business as \_\_\_\_\_  
Full name of Firm

\_\_\_\_\_  
Address as prequalified

Signature of Contractor \_\_\_\_\_  
Individually

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name

**CONTRACT PERFORMANCE BOND**  
**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor \_\_\_\_\_  
Print or type Individual name

\_\_\_\_\_  
Address as prequalified

Signature of Contractor \_\_\_\_\_  
Individually

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name

**CONTRACT PERFORMANCE BOND**

**PARTNERSHIP**

SIGNATURE OF CONTRACTOR (Principal)

\_\_\_\_\_

Full name of Partnership

\_\_\_\_\_

Address as prequalified

By \_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_

Signature of Witness

\_\_\_\_\_

Print or type Signer's name

**CONTRACT PERFORMANCE BOND**  
**JOINT VENTURE (2) OR (3)**  
SIGNATURE OF CONTRACTORS (Principal)

Instructions to Bidders: **2 Joint Ventures**, Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3), (4) and execute. On Line (1), print or type the name of Joint Venture. On line (2), print or type the name of one of the joint venturers and execute below in the appropriate manner required by Article 102-8 of the *NCDOT Standard Specifications*. On Line (3), print or type the name of second joint venturer and execute below in the appropriate manner required by said article of the Specifications. On Line (4), print or type the name of the third joint venturer, if applicable and execute below in the appropriate manner required by said article of the Specifications. This form of execution must be strictly followed.

(1) \_\_\_\_\_  
Name of Joint Venture

(2) \_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address as prequalified

_____ Signature of Witness or Attest	By	_____ Signature of Contractor
_____ Print or type Signer's name		_____ Print or type Signer's name

*If Corporation, affix Corporate Seal*

and

(3) \_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address as prequalified

_____ Signature of Witness or Attest	By	_____ Signature of Contractor
_____ Print or type Signer's name		_____ Print or type Signer's name

*If Corporation, affix Corporate Seal*

and

(4) \_\_\_\_\_  
Name of Contractor *(for 3 Joint Venture only)*

\_\_\_\_\_  
Address as prequalified

_____ Signature of Witness or Attest	By	_____ Signature of Contractor
_____ Print or type Signer's name		_____ Print or type Signer's name

*If Corporation, affix Corporate Seal*

**CONTRACT PERFORMANCE BOND**

Attach certified copy of Power of Attorney to this sheet



**CERTIFICATE OF INSURANCE**

Attach Certificate of Insurance

**STATE OF NORTH CAROLINA  
E-VERIFY AFFIDAVIT  
COUNTY OF ALAMANCE – CITY OF GRAHAM**

NOW COMES Affiant, first being sworn, deposes and says as follows:

- 1. I have submitted a bid for contract or desire to enter into a contract with the City of Graham;
- 2. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

I employ less than twenty-five (25) employees in the State of North Carolina.

- 3. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that to the best of my knowledge any subcontractors employed as a part of this bid and/or contract are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

Employ less than twenty-five (25) employees in the State of North Carolina.

Specify subcontractor: \_\_\_\_\_

This the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Affiant

Sworn to and subscribed before me, this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

[OFFICIAL SEAL]

\_\_\_\_\_, Notary Public

My Commission Expires: \_\_\_\_\_

**CERTIFICATE OF FINANCE OFFICER**

Provisions for the payment of the moneys to fall due under this agreement have been made by appropriation duly made or by bonds or notes duly authorized, as required by the "Municipal Fiscal Control Act."

---

Finance Officer

---

Date

**Execution of Contract**

**Contract No: ER-2971 G**

**County: ALAMANCE**

ACCEPTED BY THE **CITY OF GRAHAM**

\_\_\_\_\_  
Mayor, Jerry Peterman

\_\_\_\_\_  
Date

EXECUTION OF CONTRACT AND BONDS  
APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
Date



## ADDENDUM NO. 1

Owner: City of Graham  
201 South Main Street  
Graham, North Carolina 27253

Project: Elm Street Sidewalk Enhancement Project – Phase 1  
NCDOT Project No. ER-2971 G; WBS Element No. 3607.3.06  
AWCK Project No. 10005/13092

Bid Opening: **Thursday, January 21, 2016 at 3:00 PM**  
Graham Municipal Building  
201 South Main Street  
Graham, North Carolina

Date: January 11, 2016

### **General**

The following changes, additions, interpretations and corrections are herewith made a part of the referenced project and shall take precedence over previous requirements. Contractors shall familiarize themselves with the content of this addendum, as it is a part of the contract documents.

### **Bidders shall acknowledge receipt of the Addendum by doing both of the following:**

1. Fax this page to the Engineer at 336-226-3034 or email Benny Stutts ([bstutts@awck.com](mailto:bstutts@awck.com)) indicating receipt of Addendum
- AND
2. Acknowledge receipt on Bid Form (page BF-1).

### **Item No. 1 – Contract Proposal Sheet**

**Addition:** Bidders are instructed to execute, attach and submit with their bid package City of Graham Contract Proposal Sheet (Page P-1) (copy attached).

### **Item No. 2 –Traffic Control**

**Deletion:** Bidders are advised that Changeable Message Boards which are not shown on Traffic Control Plan and installation by Contractor will not be required.

**Addition:** Owner reserves the right to have NCDOT install Changeable Message Boards as directed by the Engineer if boards are available from NCDOT. Changeable Message Boards if available will be installed 2 weeks prior to beginning work on the project to inform motorists of work beginning on date established by Contractor and Engineer.

**Bidders are instructed to initial that Addendum No. 1 was received at the appropriate location on Page BF-1.**

**END OF ADDENDUM No. 1**

---

Mark D. Reich, P.E.

Alley, Williams, Carmen & King, Inc.  
Firm License No. F-0203

Attachments: Contract Proposal Sheet (Page P-1)



**CITY OF GRAHAM**

PUBLIC SERVICES DEPARTMENT and PLANNING DEPARTMENT

**CONTRACT PROPOSAL**

**TIP NUMBER: ER-2971 G**

**WBS Element No.: 3607.3.06**

**COUNTY: ALAMANCE**

**DESCRIPTION: Construction of concrete sidewalks on Elm Street (NC 49).**

**DATE OF ADVERTISEMENT: Tuesday, December 22, 2015**

**NON-MANDATORY PRE-BID MEETING: 1:00Thursday, January 7, 2016**

**BID OPENING: Thursday, January 21, 2016**

**\*\*\* NOTICE \*\*\***

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. FOR CONTRACTS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD, BIDDERS ARE REQUIRED TO BECOME LICENSED BY THE NC LICENSING BOARD. NON-LICENSED BIDDERS ARE PERMITTED 60 DAYS AFTER BID OPENING TO OBTAIN PROPER LICENSING FOR THE TYPE OF PROJECT BEING LET. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

---

NAME OF BIDDER

---

ADDRESS OF BIDDER

**RETURN BIDS TO: City of Graham, Planning Department**

**Attention: Frankie Maness**

**Person's Title: City Manager**

**Physical Address: 201 South Main Street, Graham, NC 27253**

**ALL BIDS MUST BE RECEIVED PRIOR TO THE DATE AND TIME LISTED ABOVE.**



# STAFF REPORT

<b>SUBJECT:</b>	PHASE 1-ELM STREET SIDEWALK BUDGET AMENDMENT
<b>PREPARED BY:</b>	FRANKIE MANESS, CITY MANAGER

## REQUESTED ACTION:

Adopt Amendment to Fiscal Year 2015 – 2016 Budget Ordinance for Phase 1-Elm Street Sidewalk Project.

## BACKGROUND/SUMMARY:

To complete the Phase 1 Elm Street Sidewalk Project it is necessary to amend our operating budget to account for the revenue and expenses. The funding for the project is derived from two sources; a NCDOT grant in the amount of \$100,000 and funds from the City's Sidewalk Payment in Lieu of program in the amount of \$65,000.

## FISCAL IMPACT:

The amendment is anticipated to increase total General Fund expenditures by \$165,000 for FY 2015-2016. Use of funds from the Sidewalk Payment in Lieu of account will leave a balance of \$1,798 remaining.

## STAFF RECOMMENDATION:

Approval.

## SUGGESTED MOTION(S):

I move we approve the Amendment to the Fiscal Year 2015 – 2016 Budget Ordinance for Phase 1-Elm Street Sidewalk Project.



BE IT ORDAINED BY THE CITY COUNCIL of the City of Graham that the 2015 - 2016 Budget Ordinance shall be and is hereby amended as follows:

<b>Section 1: General Fund Expenditures</b>			
	APPROVED	AMENDED	DIFFERENCE
NCDOT Grant	0	100,000	100,000
Sidewalk Payment in Lieu Funds	0	65,000	65,000
<b>Section 2: General Fund Revenues</b>			
Elm Street Sidewalk	0	165,000	165,000

This the 2nd day of February, 2016.

---

Jerry Peterman -  
Mayor

ATTEST:

---

Darcy Sperry, City Clerk



# STAFF REPORT

<b>SUBJECT:</b>	<b>DAY CAMP FEE ADDITIONS</b>
<b>PREPARED BY:</b>	<b>MELODY L. WIGGINS, DIRECTOR OF RECREATION AND PARKS</b>

**REQUESTED ACTION:**

Add a fee for 10 weeks (\$510-Graham residents, \$660-non-residents) and six weeks (\$310-Graham residents, \$400-non-residents) of summer day camp. These fees will be additions to the current Summer Day Camp Fees and Charges Schedule listed in section 5.5 of the City of Graham Recreation and Parks Department Fees, Charges and Rules Policy Manual.

New Fees for GRPD	Summer Day Camp (grades K-8)	
	Resident	Non-Resident
Ten-week	\$510 – 1 <sup>st</sup> child	\$660 – 1 <sup>st</sup> child
Nine-week	\$465 – 1 <sup>st</sup> child	\$600 – 1 <sup>st</sup> child
Six-week	\$310 – 1 <sup>st</sup> child	\$400 – 1 <sup>st</sup> child
Five-week	\$260 – 1 <sup>st</sup> child	\$335 – 1 <sup>st</sup> child
Weekly	\$60 per child	\$75 per child
Daily	\$14 per child	\$18 per child
Multiple child discount	\$25 per child	\$25 per child

**BACKGROUND/SUMMARY:**

The '15-'16 and '16-'17 ABSS School Calendars have created a longer summer break for the 2016 summer. The 10 week and six week fee structure will give families affordable options to ensure complete summer care while eliminating the need to enroll in current camp options and adding weekly options to meet the same coverage. The recommended fees are a simple clarification of what the community will be looking for this summer without the hassle of adding in all the options. When advertised this year, we will not advertise the normal Five-week or Nine-week Options. We are not prepared to eliminate these fees for those time periods as we are uncertain of the future school calendars and prefer to already have them in place if needed.

**FISCAL IMPACT:**

There will be no fiscal impact.

**STAFF RECOMMENDATION:**

Approve the additional fee structure of ten-week and six-week options as presented.

**SUGGESTED MOTION(S):**

I make a motion to amend the 2015-2016 Rates and Fee Schedule to include fee options for ten-weeks and six weeks for the Graham Recreation Parks Department's summer day camp program.



# STAFF REPORT

SUBJECT:	CANOE AND KAYAK RENTALS AT GRAHAM – MEBANE LAKE
PREPARED BY:	MELODY L. WIGGINS, DIRECTOR OF RECREATION AND PARKS

**REQUESTED ACTION:**

Approve a new Canoe and Kayak Rental Fee Structure for Graham-Mebane Lake. These fees will be added to the current Graham-Mebane Lake Fee Schedule on page 30 of the City of Graham Recreation and Parks Department Fees, Charges and Rules Policy Manual.

4Hr. Rental: Canoe - \$15, Solo Kayak - \$12, and Tandem Kayak - \$15

8Hr. Rental: Canoe - \$20, Solo Kayak - \$18, and Tandem Kayak - \$20

**BACKGROUND/SUMMARY:**

Using current inventory, we would like to initiate a **new** Canoe/Kayak Rental Program at the Graham-Mebane Lake. The community has been asking for some time for us to provide rental boats. We would be using the canoe and kayaks we have used for the river runs to begin the program. The fee structure is based on data provided by other lakes in the region who offer Canoe and Kayak Rentals.

**FISCAL IMPACT:**

We will be purchasing new life vests and have already built a rack for the boats. Revenues would be used to maintain the boats, life vests and paddles.

**STAFF RECOMMENDATION:**

Approve a fee structure for Canoe/Kayak Rentals at the Graham-Mebane Lake.

**SUGGESTED MOTION(S):**

I make a motion to amend the 2015-2016 Rates and Fee Schedule to include the new fees for the Canoe/Kayak Rental Program at the Graham Mebane Lake as presented.



# STAFF REPORT

<b>SUBJECT:</b>	CITY OF GRAHAM RECREATION AND PARKS DEPARTMENT FEES, CHARGES AND RULES POLICY MANUAL REVISIONS
<b>PREPARED BY:</b>	MELODY L. WIGGINS, DIRECTOR OF RECREATION AND PARKS

**REQUESTED ACTION:**

Approve various changes in the text of the City of Graham Recreation and Parks Department Fees, Charges and Rules Policy Manual.

**BACKGROUND/SUMMARY:**

This is a simple editorial clean-up of outdated terminology and fees to reflect the current fees and programs provided by the Recreation and Parks Department.

**FISCAL IMPACT:**

There will be no fiscal impact.

**STAFF RECOMMENDATION:**

Approve the changes to the City of Graham Recreation and Parks Department Fees, Charges and Rules Policy Manual as presented.

**SUGGESTED MOTION(S):**

I make a motion to amend the 2015-2016 Rates and Fee Schedule as presented.

# Showing Changes

## Section 5-5 Summer Day Camp

Summer Day Camp operates ~~as a nine-week, five-week and weekly summer program~~ on a schedule of Monday - Friday, 7:00am - 5:30pm. The camp is open to children who have completed grades K-9. All participants must register during the designated period at the Graham Recreation Center or online at [www.grahamrecreationandparks.com](http://www.grahamrecreationandparks.com). A deposit is due upon registration with the balance of fees due on the first day of camp. ~~All groups have limited availability, as follows:~~

~~Hi-Octane, nine-week and five-week camp groups — 15 campers~~

~~Weekly camp~~ 2 campers per group per week, ~~excluding Hi-Octane~~

~~and Playtime group K-1 if space is available~~

~~Fun-Day camp~~ Specialty Camps

~~Limited to 45 campers, available only on designated dates on which camp is closed (payment of day camp fees for the Hi-Octane, nine-week or five-week camp programs does not enroll a camper into the Fun-Day program)~~

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	<u>Playtime Summer Day Camp (grades K-<del>8</del>7)</u>	
	<u>Resident</u>	<u>Non-Resident</u>
<u>Ten-week</u>	<u>\$510 – 1<sup>st</sup> child</u> <u>\$485 – 2<sup>nd</sup> child</u> <u>\$460 – 3<sup>rd</sup> child</u>	<u>\$660 – 1<sup>st</sup> child</u> <u>\$635 – 2<sup>nd</sup> child</u> <u>\$610 – 3<sup>rd</sup> child</u>
Nine-week	\$465 – 1 <sup>st</sup> child \$440 – 2 <sup>nd</sup> child \$415 – 3 <sup>rd</sup> child	\$600 – 1 <sup>st</sup> child \$575 – 2 <sup>nd</sup> child \$550 – 3 <sup>rd</sup> child
<u>Six-week</u>	<u>\$310 – 1<sup>st</sup> child</u> <u>\$285 – 2<sup>nd</sup> child</u> <u>\$260 – 3<sup>rd</sup> child</u>	<u>\$400 – 1<sup>st</sup> child</u> <u>\$375 – 2<sup>nd</sup> child</u> <u>\$350 – 3<sup>rd</sup> child</u>
Five-week	\$260 – 1 <sup>st</sup> child \$235 – 2 <sup>nd</sup> child \$210 – 3 <sup>rd</sup> child	\$335 – 1 <sup>st</sup> child \$310 – 2 <sup>nd</sup> child \$285 – 3 <sup>rd</sup> child
Weekly	\$60 per child	\$75 per child
Fun Day Daily	\$14 per child	\$18 per child

Day Camp Refund Policy - Refer to Section 2-2-9c

## Section 5-6 All Other Programs

- (1) Fees for all other programs operated by the GRPD will be determined by recommendations from Department Staff and Director followed with Graham Recreation Commission's recommendation to City Council and final approval by Graham's City Council.

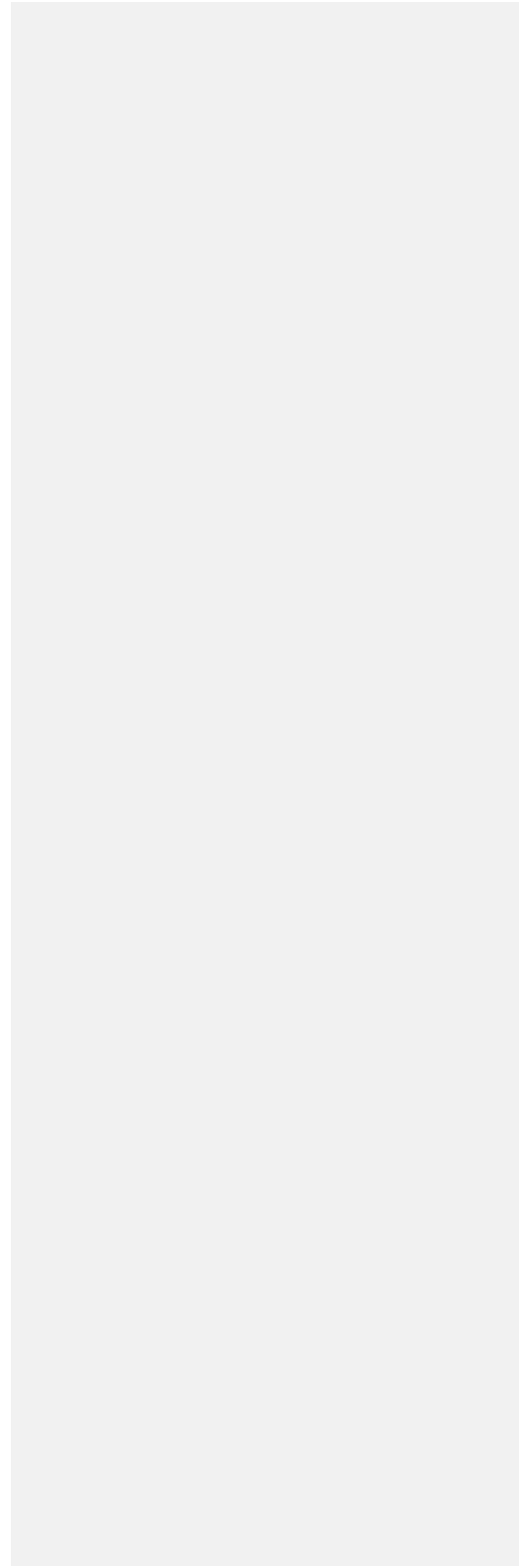
## DIVISION 6: FACILITY RENTALS

### Section 6-1 Athletic Fields

All fields owned/operated by the Graham Recreation and Parks Department are available for rent. All

interested parties must complete the Field Reservation Rental Contract. All reservations are made/approved by the Recreation Director and/or Athletic Supervisor.

(1) Field Rules



- a. All field reservations must be paid within seven (7) business days the rental. If not paid within seven (7) days, the reservation will be cancelled. The GRPD is not responsible for items mailed to/from Recreation Offices.
- b. Fields cannot be occupied before or after the allotted time reserved.
- c. All trash and debris must be picked up and placed in the waste receptacles by renter's party.
- d. All reservations are subject to cancellation in the event a GRPD sanctioned or sponsored event is scheduled or rescheduled to the reserved time slot. Notice of field reservation rescheduling or cancellation will be given in a prompt manner and refunds will be given as necessary.
- e. The Renter assumes responsibility for all claims, damages or actions arising out of his/her use of the facility, and further agrees to indemnify and hold the City of Graham harmless from any such actions and charges.
- f. The Renter will be subject to any and all City Ordinances and State Laws regarding alcoholic beverages, drugs, gambling, firearms, etc., in addition to GRPD Policies and Procedures.
- g. The Renter shall be liable for any loss, damage or injury sustained by any person what so ever, and by reason of the negligence of that person to whom such permit is issued.
- h. The GRPD reserves the right and authority to deny or revoke any reservation.
- i. The facility will not be used for commercial use by any individual or organization for private gain.

(2) Fees

- |                         |           |
|-------------------------|-----------|
| a. Rental of Field      | \$100/day |
| b. Lining of Field      | included  |
| c. Light Usage          | \$24/hr   |
| d. PA System/Scoreboard | \$20/day  |
| e. Staff Supervision    | \$15/hr   |

(The Staff Supervision fee may be waived for full-time City of Graham employees upon approval of the Recreation Director.)

**Section 6-2 Maple Street Center for Performing Arts**

The Maple Street Center for Performing Arts operated by the Graham Recreation and Parks Department is available for rent. All interested parties must complete the Maple Street Center for Performing Arts Rental Contract. All reservations are made/approved by the Recreation Director and/or the ~~Maple Street~~Maple Street Center Supervisor.

(1) Center Rules

- a. The Renter of the facility is responsible for general clean up, including restrooms and trash disposal after use of the facility.
- b. The Renter accepts responsibility for returning tables and chairs to the proper location. GRPD staff is not responsible for moving tables and chairs.
- c. The Renter shall replace damaged, destroyed, lost or stolen equipment.

- d. The Renter assumes responsibility for all claims, damages or actions arising out of his/her use of the facility, and further agrees to indemnify and hold the City of Graham and its employees harmless from any such actions and charges.
- e. The Renter will be subject to any and all City Ordinances and State Laws regarding alcoholic beverages, drugs, gambling, firearms, etc., in addition to GRPD Policies and Procedures.
- f. The Renter shall be liable for any loss, damage or injury sustained by any person(s), by reason of the negligence of that person to whom such permit is issued.
- g. The GRPD reserves the right and authority to deny or revoke any reservation upon finding a violation of any rule or regulation or upon good cause shown.
- h. The facility shall be used for recreational purposes only deemed appropriate by the City of Graham.
- i. There is a \$50.00 refundable cleaning deposit due upon signing the rental contract.
- j. A \$10.00 administration fee will be charged for cancellation.
- k. All fees must be paid within 7 business days of the activity. Reimbursement of the cleaning deposit will be made through the mail after satisfactory inspection of the facility.
- l. All refunds follow GRPD's Fees and Charges Policy. (Sec. 2-2)

(2) Fees

- a. General Public                      \$45/hr
- b. Graham Resident                    \$30/hr
- c. Staff Supervision - An additional staff hour (\$15) will be added to all reservations for staff preparations. The Staff Supervision fee may be waived for full-time City of Graham employees upon approval of the Recreation Director.
- d. Cleaning Deposit                    \$50 (refundable)

(3) Programs and Classes

- a. GRPD programs/classes - Programs and classes sponsored by the GRPD will be reviewed on an individual basis with respect to the assignment of keys. Consideration will be based on the following criteria:
  - i. Longevity of the program
  - ii. Content of the classes
- b. ACC classes - Alamance Community College will be given the responsibility and liability of monitoring keys to the Maple St. Center. Keys to the Maple St. Center will be given to Administration which in turn will assign keys to class instructors

**Section 6-3     Graham Recreation Center**

(1) Center Rules

- a. Renters must abide by the City and State Laws and Ordinances regarding alcoholic beverages, drugs, gambling, firearms, destruction of property, disorderly conduct, littering, advertisements,



disobeying signs and instructions, soliciting, selling or parking regulations. No concealed weapons will be allowed on premises.

- b. The Renter of the facility is responsible for general clean up, including restrooms, after use of the facility.
- c. The Renter accepts responsibility for returning tables and chairs to the proper location. GRPD is not responsible for moving tables and chairs.
- d. The Renter shall replace damaged, destroyed, lost or stolen equipment.
- e. The Renter assumes responsibility for all claims, damages or actions arising out of his/her use of the facility, and further agrees to indemnify and hold the City of Graham harmless from any such actions and charges.
- f. The facility will not be used for commercial use by any individual or organization for private gain.
- g. The GRPD reserves the right and authority to deny or revoke any reservation.

(2) Reservation Policy

- a. The Center Supervisor must approve all rental spaces and dates. Final approval will be given only after a completed application and a deposit of 50% of the total fee is received.
- b. If a cancellation occurs, a \$10 administrative fee will be charged. The deposit minus the administrative fee will be returned through the mail.
- c. Full payment is due no later than seven (7) business days before the date of the rental. If full payment is not received, the space and time will be made available to others.
- d. A Cleaning Deposit of \$50 will be added to the total fees for each rental. This deposit will be returned by mail upon satisfactory inspection of the facilities by the Center Supervisor after the rental.

(3) Activity Room Fees

- a. Scheduled in 4-hour time slots (10a-2p, 2p-6p, 6p-10p). All rates are for 4 hours.
- b. Room #1 (Multi-Purpose)      General \$120                      Graham Resident \$60
- c. Room #2 w/ Kitchen              General \$120                      Graham Resident \$60
- d. Room #1 and Room #2      General \$160                      Graham Resident \$80
- e. The Center Supervisor may add additional hours at a pro-rated fee upon approval.

(4) Gym Facility Fees

- a. Gym #1 (Full Gym)              General \$50/hr                      Graham Resident \$25/hr
- b. Gym #2 (Half Gym)              General \$40/hr                      Graham Resident \$20/hr

(5) Supervisory Staff Fees

- a. If facilities are reserved after normal operating hours, there will be a \$15/hr. staff fee. An additional hour will be added to all reservations for staff preparations.
- b. Supervisory fee may be waived for City of Graham full-time employees upon the approval of the GRPD Director or Graham Recreation Center Supervisor.

#### Section 6-4 Graham Civic Center

The Graham Civic Center operated by the Graham Recreation and Parks Department is available for rent. All interested parties must complete the Graham Civic Center Rental Contract. All reservations are made/approved by the GRPD Director and/or Graham Civic Center Supervisor.

##### (1) Center Rules

- a. The Renter of the facility is responsible for general clean up, including restrooms and trash disposal, after use of the facility.
- b. The Renter accepts responsibility for returning tables and chairs to the proper location. GRPD staff is not responsible for moving tables and chairs.
- c. The Renter shall replace damaged, destroyed, lost or stolen equipment.
- d. The Renter assumes responsibility for all claims, damages or actions arising out of his/her use of the facility, and further agrees to indemnify and hold the City of Graham harmless from any such actions and charges.
- e. The Renter will be subject to any and all City Ordinances and State Laws regarding alcoholic beverages, drugs, gambling, firearms, etc., in addition to GRPD Policies and Procedures.
- f. The Renter shall be liable for any loss, damage or injury sustained by any person(s), by reason of the negligence of that person to whom such permit is issued.
- g. The GRPD reserves the right and authority to deny or revoke any reservation upon finding a violation of any rule or regulation or upon good cause shown.
- h. The facility shall be used for recreational purposes only deemed appropriate by the City of Graham.
- i. There is a \$50.00 refundable cleaning deposit due upon signing the rental contract.
- j. A \$10.00 administration fee will be charged for cancellation.
- k. All fees must be paid within seven (7) business days of your activity. Reimbursement of the cleaning deposit will be made through the mail after satisfactory inspection of the facility.
- l. All refunds follow GRPD's Fees and Charges Policy. (Sec. 2-2)

##### (2) Civic Center Rental Fees

- |                      |   |          |  |
|----------------------|---|----------|--|
| a. General Public-   | Hourly  | \$55/hr. | (\$15/hr supervisory fee included in rate) |
|                      | Half Day Rate   | \$150    | (5/hrs. maximum) + Supervisory Fee         |
|                      | Full Day Rate   | \$265    | (10/hrs. maximum) + Supervisory Fee        |
| b. Graham Resident-  | Hourly  | \$35/hr. | (\$15/hr supervisory fee included in rate) |
|                      | Half Day Rate   | \$75     | (5/hrs. maximum) + Supervisory Fee         |
|                      | Full Day Rate   | \$132    | (10/hrs. maximum) + Supervisory Fee        |
| c. Staff Supervision |   | \$15/hr  |  |
| i.                   | All rentals are subject to supervisory fees. Supervisory fees may be waived for half day and full day rentals depending on occupancy. The Staff Supervision fee may be waived for full-time City of Graham employees. All fee waivers must be approved by Civic Center Supervisor and/or GRPD Director. |          |  |



The shelter at the Graham/Mebane Lake is also available for reservation on a first come first, serve basis. To reserve this shelter, call the marina of the Graham/Mebane Lake (919.563.6544).

(2) Shelter Availability

- a. 11:00a - 3:00p
- b. 5:00p - 9:00p

(3) Fees

- a. General Public           \$50 per reservation period
- b. Graham Resident       \$25 per reservation period
- c. Fees for park shelters may be paid at the Graham Recreation Center or mailed to GRPD Park Shelter Reservations, PO Box 357, Graham, NC 27253.  
Fees for the Graham/Mebane Lake shelter may be paid at the lake marina or mailed to GRPD Lake Shelter Reservation, PO Box 357, Graham, NC 27253.
- d. School systems are required to reserve shelters for each visit to the parks.
  - i. Alamance/Burlington School System:       FREE
  - ii. Non-Alamance County Schools:           \$20 per reservation period

(4) Rules

- a. All shelter reservations must be paid within seven (7) business days of the reservation date. If not paid within seven (7) days, the reservation will be cancelled. The Department is not responsible for items mailed to or from Recreation offices.
- b. Shelters cannot be occupied before or after the allotted time reserved.
- c. All trash and debris must be picked up and put in the waste receptacles by contracted party. Recyclable containers are also available at the shelters.

## DIVISION 7: EQUIPMENT RENTALS

### Section 7-1   Tables and Chairs

- (1) The Graham Recreation and Parks Department will rent tables and chairs to groups and individuals, only when said items are not in use for Department programs.

(2) Fees

- a. Tables           \$3/table per day and a \$50 refundable cash deposit
- b. Chairs           \$0.25/chair per day

**Section 7.2 — Canoes**

~~(1) The GRPD will rent canoes, paddles and personal floatation devices to individuals and groups when said items are not in use for Department programs.~~

~~(2) A completed rental form, copy of a valid driver's license and rental fees must be submitted to the GRPD.~~

~~(3) Canoes may be rented on a per day basis.~~

~~a. General Public — \$60/day~~

~~b. Graham Resident — \$30/day~~

GRAHAM-MEBANE LAKE

	Alamance County Residents & Orange County Residents within the corporate limits of Mebane	Non-Alamance County Residents
Boat Launching (all types of boats including jet ski)	\$5.00 + \$2.00 per person	\$8.00 + \$2.00 per person
Boat Launching for Senior Citizens*	\$3.00 + \$1.00 per person	\$3.00 + \$1.00 per person
Bank Fishing	\$2.00	\$3.00
Bank Fishing for Senior Citizens & totally disabled*	\$1.00	\$1.00
Annual Fee (includes boat launching and daily fees for individual named)	\$60.00 per year per individual	\$85.00 per year per individual
Senior Annual Fee (includes boat launching and daily fees for individual named)*	\$50.00 per year per individual	\$60.00 per year per individual
Bass Tournament	\$20.00	\$20.00
Event Rental	\$150.00	\$150.00
Non-motorized boats (flat fee per boat)	\$5.00	\$8.00
Senior Non-motorized boats (flat fee per boat)*	\$3.00	\$3.00
Boat demonstrations by business operators*	\$1.50 + \$1.00 person	\$3.00 + \$1.00 per person
Boat demonstrations by private owners*	\$3.00 + \$1.00 person	\$6.00 + \$1.00 per person
Canoe Rental	<u>\$15/4 hrs</u>	<u>same</u>
	<u>\$20/8 hrs</u>	<u>same</u>
Kayak Rental (Solo)	<u>\$12/4 hrs</u>	<u>same</u>
	<u>\$15/4 hrs</u>	<u>same</u>
Kayak Rental (Tandem)	<u>\$18/8 hrs</u>	<u>same</u>
	<u>\$20/8 hrs</u>	<u>same</u>

\*This includes all demonstrations and potential sales, as well as maintenance runs, or maintenance on trailers, or swapping of boats and trailers. The fee is for a one hour time limit. Anything over one hour and the business owner will be charged the full amount. No business operators will be permitted on the lake when it is closed to the public. If on the water for less than thirty minutes, a private owner will be issued a rain check to return to the lake at a later date.

\*Senior fee begins at age 65

**PROOF OF RESIDENCY MUST BE PRESENTED BY USER.**

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# Final Revised Copy

## Section 5-5 Summer Day Camp

Summer Day Camp operates on a schedule of Monday - Friday, 7:00am - 5:30pm. The camp is open to children who have completed grades K-9. All participants must register during the designated period at the Graham Recreation Center or online at [www.grahamrecreationandparks.com](http://www.grahamrecreationandparks.com). A deposit is due upon registration with the balance of fees due on the first day of camp.

Weekly camp 2 campers per group per week, if space is available  
Specialty Camps Limited to 45 campers

	Summer Day Camp (grades K-8)	
	Resident	Non-Resident
Ten-week	\$510 – 1 <sup>st</sup> child \$485 – 2 <sup>nd</sup> child \$460 – 3 <sup>rd</sup> child	\$660 – 1 <sup>st</sup> child \$635 – 2 <sup>nd</sup> child \$610 – 3 <sup>rd</sup> child
Nine-week	\$465 – 1 <sup>st</sup> child \$440 – 2 <sup>nd</sup> child \$415 – 3 <sup>rd</sup> child	\$600 – 1 <sup>st</sup> child \$575 – 2 <sup>nd</sup> child \$550 – 3 <sup>rd</sup> child
Six-week	\$310 – 1 <sup>st</sup> child \$285 – 2 <sup>nd</sup> child \$260 – 3 <sup>rd</sup> child	\$400 – 1 <sup>st</sup> child \$375 – 2 <sup>nd</sup> child \$350 – 3 <sup>rd</sup> child
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Weekly	\$60 per child	\$75 per child
Fun Day Daily	\$14 per child	\$18 per child

Day Camp Refund Policy - Refer to Section 2-2-9c

## Section 5-6 All Other Programs

- (1) Fees for all other programs operated by the GRPD will be determined by recommendations from Department Staff and Director followed with Graham Recreation Commission’s recommendation to City Council and final approval by Graham’s City Council.

## DIVISION 6: FACILITY RENTALS

### Section 6-1 Athletic Fields

All fields owned/operated by the Graham Recreation and Parks Department are available for rent. All interested parties must complete the Field Reservation Rental Contract. All reservations are made/approved by the Recreation Director and/or Athletic Supervisor.

- (1) Field Rules



- a. All field reservations must be paid within seven (7) business days the rental. If not paid within seven (7) days, the reservation will be cancelled. The GRPD is not responsible for items mailed to/from Recreation Offices.
- b. Fields cannot be occupied before or after the allotted time reserved.
- c. All trash and debris must be picked up and placed in the waste receptacles by renter's party.
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- e. The Renter assumes responsibility for all claims, damages or actions arising out of his/her use of the facility, and further agrees to indemnify and hold the City of Graham harmless from any such actions and charges.
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- h. The GRPD reserves the right and authority to deny or revoke any reservation.
- i. The facility will not be used for commercial use by any individual or organization for private gain.

## (2) Fees

- |                         |           |
|-------------------------|-----------|
| a. Rental of Field      | \$100/day |
| b. Lining of Field      | included  |
| c. Light Usage          | \$24/hr   |
| d. PA System/Scoreboard | \$20/day  |
| e. Staff Supervision    | \$15/hr   |

(The Staff Supervision fee may be waived for full-time City of Graham employees upon approval of the Recreation Director.)

## **Section 6-2 Maple Street Center for Performing Arts**

The Maple Street Center for Performing Arts operated by the Graham Recreation and Parks Department is available for rent. All interested parties must complete the Maple Street Center for Performing Arts Rental Contract. All reservations are made/approved by the Recreation Director and/or the Maple Street Center Supervisor.

### (1) Center Rules

- a. The Renter of the facility is responsible for general clean up, including restrooms and trash disposal after use of the facility.
- b. The Renter accepts responsibility for returning tables and chairs to the proper location. GRPD staff is not responsible for moving tables and chairs.
- c. The Renter shall replace damaged, destroyed, lost or stolen equipment.

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- g. The GRPD reserves the right and authority to deny or revoke any reservation upon finding a violation of any rule or regulation or upon good cause shown.
- h. The facility shall be used for recreational purposes only deemed appropriate by the City of Graham.
- i. There is a \$50.00 refundable cleaning deposit due upon signing the rental contract.
- j. A \$10.00 administration fee will be charged for cancellation.
- k. All fees must be paid within 7 business days of the activity. Reimbursement of the cleaning deposit will be made through the mail after satisfactory inspection of the facility.
- l. All refunds follow GRPD's Fees and Charges Policy. (Sec. 2-2)

## (2) Fees

- a. General Public                      \$45/hr
- b. Graham Resident                    \$30/hr
- c. Staff Supervision - An additional staff hour (\$15) will be added to all reservations for staff preparations. The Staff Supervision fee may be waived for full-time City of Graham employees upon approval of the Recreation Director.
- d. Cleaning Deposit                      \$50 (refundable)

## (3) Programs and Classes

- a. GRPD programs/classes - Programs and classes sponsored by the GRPD will be reviewed on an individual basis with respect to the assignment of keys. Consideration will be based on the following criteria:
  - i. Longevity of the program
  - ii. Content of the classes
- b. ACC classes - Alamance Community College will be given the responsibility and liability of monitoring keys to the Maple St. Center. Keys to the Maple St. Center will be given to Administration which in turn will assign keys to class instructors

## **Section 6-3      Graham Recreation Center**

### (1) Center Rules

- a. Renters must abide by the City and State Laws and Ordinances regarding alcoholic beverages, drugs, gambling, firearms, destruction of property, disorderly conduct, littering, advertisements,

disobeying signs and instructions, soliciting, selling or parking regulations. No concealed weapons will be allowed on premises.

- b. The Renter of the facility is responsible for general clean up, including restrooms, after use of the facility.
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## (2) Reservation Policy

- a. The Center Supervisor must approve all rental spaces and dates. Final approval will be given only after a completed application and a deposit of 50% of the total fee is received.
- b. If a cancellation occurs, a \$10 administrative fee will be charged. The deposit minus the administrative fee will be returned through the mail.
- c. Full payment is due no later than seven (7) business days before the date of the rental. If full payment is not received, the space and time will be made available to others.
- d. A Cleaning Deposit of \$50 will be added to the total fees for each rental. This deposit will be returned by mail upon satisfactory inspection of the facilities by the Center Supervisor after the rental.

## (3) Activity Room Fees

- a. Scheduled in 4-hour time slots (10a-2p, 2p-6p, 6p-10p). All rates are for 4 hours.
- b. Room #1 (Multi-Purpose)      General \$120                      Graham Resident \$60
- c. Room #2 w/ Kitchen              General \$120                      Graham Resident \$60
- d. Room #1 and Room #2              General \$160                      Graham Resident \$80
- e. The Center Supervisor may add additional hours at a pro-rated fee upon approval.

## (4) Gym Facility Fees

- a. Gym #1 (Full Gym)              General \$50/hr                      Graham Resident \$25/hr
- b. Gym #2 (Half Gym)              General \$40/hr                      Graham Resident \$20/hr

## (5) Supervisory Staff Fees

- a. If facilities are reserved after normal operating hours, there will be a \$15/hr. staff fee. An additional hour will be added to all reservations for staff preparations.
- b. Supervisory fee may be waived for City of Graham full-time employees upon the approval of the GRPD Director or Graham Recreation Center Supervisor.

## Section 6-4 Graham Civic Center

The Graham Civic Center operated by the Graham Recreation and Parks Department is available for rent. All interested parties must complete the Graham Civic Center Rental Contract. All reservations are made/approved by the GRPD Director and/or Graham Civic Center Supervisor.

### (1) Center Rules

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- h. The facility shall be used for recreational purposes only deemed appropriate by the City of Graham.
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- l. All refunds follow GRPD's Fees and Charges Policy. (Sec. 2-2)

### (2) Civic Center Rental Fees

- |                      |               |   |  |
|----------------------|---------------|---|--|
| a. General Public-   | Hourly        | \$55/hr.  | (\$15/hr supervisory fee included in rate) |
|                      | Half Day Rate | \$150   | (5/hrs. maximum) + Supervisory Fee         |
|                      | Full Day Rate | \$265   | (10/hrs. maximum) + Supervisory Fee        |
| b. Graham Resident-  | Hourly        | \$35/hr.  | (\$15/hr supervisory fee included in rate) |
|                      | Half Day Rate | \$75  | (5/hrs. maximum) + Supervisory Fee         |
|                      | Full Day Rate | \$132   | (10/hrs. maximum) + Supervisory Fee        |
| c. Staff Supervision |               | \$15/hr   |  |
|                      | i.            | All rentals are subject to supervisory fees. Supervisory fees may be waived for half day and full day rentals depending on occupancy. The Staff Supervision fee may be waived for full-time City of Graham employees. All fee waivers must be approved by Civic Center Supervisor and/or GRPD Director. |  |

ii. Additional Staff Hour - An additional staff hour (\$15) will be added to all reservations for staff preparations

d. Cleaning Deposit \$50 (refundable)

(3) Civic Center Gazebo

The Gazebo located on the grounds of the Graham Civic Center is available for rent depending on the event schedule for the Civic Center. On non-event days the following schedule and fee rates will be followed:

a. Gazebo Rental Availability

- i. 11:00a - 3:00p
- ii. 5:00p - 9:00p

b. Fees

- i. General Public \$50 per reservation period
- ii. Graham Resident \$25 per reservation period

c. Fees may be paid at the Graham Recreation Center or mailed to: Graham Civic Center Gazebo Reservations, PO Box 357, Graham, NC 27253.

d. Rules - The Civic Center Gazebo will be governed by the same rules as the Graham Civic Center.

(4) Grandfathered Organizations

The following organizations will not be subject to the staffing guidelines and will not be charged on a per hour rate: Graham Rotary Club, Graham Optimist Club, Graham Lions Club, Alamance Co. Genealogy Club and Trinity Fellowship will be charged \$20 per meeting and will not be required to have GRPD staff supervision.

(5) Programs and Classes

a. GRPD programs/classes - With respect to keys, programs and classes sponsored by the GRPD will be reviewed on an individual basis. Consideration will be based on the following criteria:

b. Longevity of the program

c. Content of the class

d. Time of day of class

e. ACC classes - Alamance Community College will be given the responsibility and liability of monitoring keys to the Graham Civic Center. Keys to the Civic Center will be given to Administration, which in turn will assign keys to class instructors.

f. Programs of other potential partnering organizations such as the Alamance County Arts Council will be subject to the same policies as ACC.

g. Key privileges may be revoked at any time by the GRPD.

**Section 6-5 Park Shelters**

(1) Reservations for park shelters at South Graham Park (A and B) and Bill Cooke Park (1 and 2) are available on a first come, first serve basis. Reservations are made by calling the Graham Recreation Center (336.570.6718).

The shelter at the Graham/Mebane Lake is also available for reservation on a first come first, serve basis. To reserve this shelter, call the marina of the Graham/Mebane Lake (919.563.6544).

(2) Shelter Availability a.

11:00a - 3:00p

b. 5:00p - 9:00p

(3) Fees

a. General Public \$50 per reservation period

b. Graham Resident \$25 per reservation period

c. Fees for park shelters may be paid at the Graham Recreation Center or mailed to GRPD Park Shelter Reservations, PO Box 357, Graham, NC 27253.

Fees for the Graham/Mebane Lake shelter may be paid at the lake marina or mailed to GRPD Lake Shelter Reservation, PO Box 357, Graham, NC 27253.

d. School systems are required to reserve shelters for each visit to the parks.

i. Alamance/Burlington School System: FREE

ii. Non-Alamance County Schools: \$20 per reservation period

(4) Rules

a. All shelter reservations must be paid within seven (7) business days of the reservation date. If not paid within seven (7) days, the reservation will be cancelled. The Department is not responsible for items mailed to or from Recreation offices.

b. Shelters cannot be occupied before or after the allotted time reserved.

c. All trash and debris must be picked up and put in the waste receptacles by contracted party. Recyclable containers are also available at the shelters.

## DIVISION 7: EQUIPMENT RENTALS

### Section 7-1 Tables and Chairs

(1) The Graham Recreation and Parks Department will rent tables and chairs to groups and individuals, only when said items are not in use for Department programs.

(2) Fees

a. Tables \$3/table per day and a \$50 refundable cash deposit

b. Chairs \$0.25/chair per day

## GRAHAM-MEBANE LAKE

	<b>Alamance County Residents &amp; Orange County Residents within the corporate limits of Mebane</b>	<b>Non-Alamance County Residents</b>
<b>Boat Launching (all types of boats including jet ski)</b>	\$5.00 + \$2.00 per person	\$8.00 + \$2.00 per person
<b>Boat Launching for Senior Citizens*</b>	\$3.00 + \$1.00 per person	\$3.00 + \$1.00 per person
<b>Bank Fishing</b>	\$2.00	\$3.00
<b>Bank Fishing for Senior Citizens &amp; totally disabled*</b>	\$1.00	\$1.00
<b>Annual Fee (includes boat launching and daily fees for individual named)</b>	\$60.00 per year per individual	\$85.00 per year per individual
<b>Senior Annual Fee (includes boat launching and daily fees for individual named)*</b>	\$50.00 per year per individual	\$60.00 per year per individual
<b>Bass Tournament</b>	\$20.00	\$20.00
<b>Event Rental</b>	\$150.00	\$150.00
<b>Non-motorized boats (flat fee per boat)</b>	\$5.00	\$8.00
<b>Senior Non-motorized boats (flat fee per boat)*</b>	\$3.00	\$3.00
<b>Boat demonstrations by business operators*</b>	\$1.50 + \$1.00 person	\$3.00 + \$1.00 per person
<b>Boat demonstrations by private owners*</b>	\$3.00 + \$1.00 person	\$6.00 + \$1.00 per person
<b>Canoe Rental</b>	\$15/4 hrs	same
	\$20/8 hrs	same
<b>Kayak Rental (Solo)</b>	\$12/4 hrs	same
	\$15/4 hrs	same
<b>Kayak Rental (Tandem)</b>	\$18/8 hrs	same
	\$20/8 hrs	same

\*This includes all demonstrations and potential sales, as well as maintenance runs, or maintenance on trailers, or swapping of boats and trailers. The fee is for a one hour time limit. Anything over one hour and the business owner will be charged the full amount. No business operators will be permitted on the lake when it is closed to the public. If on the water for less than thirty minutes, a private owner will be issued a rain check to return to the lake at a later date.

\*Senior fee begins at age 65

**PROOF OF RESIDENCY MUST BE PRESENTED BY USER.**

I make a motion to go into closed session pursuant to *N.C.G.S. § 143-318.11 (a)*:

(3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged; and

(6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee.