INVITATION FOR BID

DEMOLITION OF RESIDENCE
@ 2860 MARGUERITE PARK DRIVE
ENGINEERING / STORMWATER

Bids Will Be Opened
at 2:00 PM
December 26, 2018

IN
ROOM 16, CITY HALL
101 NORTH MAIN STREET
WINSTON-SALEM, NC 27101

by the
CITY/COUNTY PURCHASING DEPARTMENT
of the
CITY of WINSTON-SALEM and FORSYTH COUNTY

*NOTICE OF PRE-BID*

A MANDATORY pre-bid conference will be held December 11, 2018 at 10:00 AM at 2860 Marguerite Park Drive, Winston-Salem, NC. The purpose of this conference is to explain the scope of work involved for this project and to give prospective bidders the opportunity to observe the existing conditions for the work. The Project Coordinator will be present to answer questions.

The City will not consider bids from bidders not attending this pre-bid conference.

IF 19154
INSTRUCTIONS TO BIDDERS

1. DEFINITION OF TERMS
   Whenever used in any of the Contract Documents, the following meanings shall be given to the terms used herein:

   A. The term “Owner” means the City of Winston-Salem or the City/County Utility Commission, whichever is applicable to the Contract.

   B. The term “Contract” means the executed agreement between the Owner and the successful bidder, all documents contained herein, and all other documents required by the Owner and/or law to execute said agreement.

   C. The term “Contractor” means the individual or entity with whom Owner has entered into the agreement.

   D. The term “Engineer” means any person authorized to act on behalf of the Owner.

2. SPECIFICATIONS
   It is necessary from time to time to revise otherwise standard specifications. Therefore, it is to the interest of each and every bidder to carefully read the documents contained herein before submitting prices.

3. BIDDER’S QUALIFICATIONS
   For projects exceeding $30,000, consideration will be given only to Contractors who submit evidence that they are properly licensed as required by Chapter 87 of the North Carolina Licensed General Statutes to bid and perform the work described herein as the general contractor. In addition, the Owner may make such other investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish the Owner all such information and data for this purpose as the Owner may request.

   The Owner reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces a minimum of ten percent (10%) of the work involved in construction of the improvements embraced in this contract.

   Awarded contractor shall be authorized to conduct business in the state of North Carolina as found by checking the Secretary of State website and/or Register of Deeds office, indicating proper registration and active status. This is a condition of executing the contract.

4. INTERPRETATION OF QUANTITIES IN PROPOSAL
   The quantities contained in the Proposal are approximate only and the Owner may increase or decrease the quantities as deemed necessary. Compensation received by the Contractor shall be based upon actual quantities that are completed and accepted in accordance with the terms of the Contract.
5. **INTERPRETATION AND ADDENDA**

No oral interpretation will be made to any bidder as to the meaning of the contract documents or any part thereof. Every request for such an interpretation shall be made in writing to the Engineer. Any inquiry received seven days (7) days or more prior to the date fixed for opening of bids will be given consideration. Every interpretation made to a bidder will be in the form of Addendum to the Contract Documents and, when issued, will be on file in the office of the Engineer, City/County Purchasing Department and the office of the City’s Project Engineer at least five days (5) before the bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents, but it shall be the bidders responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract, and all bidders shall be bound by such Addenda, whether or not received by the bidders.

6. **INSPECTION OF SITE**

Each bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions relating to the construction project. Each bidder should fully inform himself as to the facilities involved and the difficulties and restrictions attending the performance of the Contract. The bidder should thoroughly examine and familiarize himself with the Drawings, Technical Specifications and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the existing conditions. The Engineer will be justified in rejecting any claim based on facts that the bidder should have been aware of as a result of his site inspection.

7. **PREPARATION AND SUBMISSION OF BIDS**

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.

A. The itemized Proposal form furnished herein shall be used and shall not be altered in any manner. **You may include only the required forms – see Item 12.**

B. All entries on the itemized proposal form shall be written in ink.

C. The total amount bid shall be written in the proper place on the itemized proposal form.

D. 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.

E. The bid shall be properly executed. All bids shall show the following information:
   1. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
   2. Name of individual or representative submitting bid and position or title.
   3. Name, signature, and position or title of witness.
4. Contractor's License Number (If available)

F. Bids submitted by corporations shall bear the seal of the corporation.

G. The bid shall not contain any unauthorized additions, deletions, or conditional bids.

H. 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.

8. **UNBALANCED BIDS**

   The Contractor shall not submit a bid containing any unbalanced bid prices. Any unit or lump sum bid price that does not reflect reasonable actual costs that the Contractor anticipates for the performance of the item(s) in question along with a reasonable proportional share of the Contractor’s anticipated profit, overhead cost, and other indirect costs is an unbalanced bid price. Any bid containing unbalanced bid prices may be deemed non-responsive and rejected.

9. **COLLUSIVE AGREEMENTS**

   Each bidder submitting a bid to the Owner for any portion of work contemplated by the documents on which bidding is based shall execute and attach thereto an affidavit, substantially in the forms provided herein, to the effect that he has not entered into a collusive agreement with any other person, firm or corporation in regard to any bid submitted. Before executing any subcontract agreement, the successful bidder shall submit the names of any proposed subcontractors for prior approval and an affidavit substantially in the form provided herein.

10. **BID GUARANTEE – NOT REQUIRED FOR THIS PROJECT**

   A. Each proposal shall be accompanied by a cash deposit, a cashier’s check or a certified check on some bank or trust company insured by the Federal Deposit Insurance Corporation in an amount not less than five percent (5%) of the proposal; or in lieu thereof, a bidder may offer a 5% bid bond executed by a corporate surety licensed under the laws of North Carolina to execute such bond; conditioned that the surety will upon demand forthwith make payment to the obligee upon said bond if the bidder fails to execute the contract in accordance with the bid bond, and upon failure to forthwith make payment, the surety shall pay to the obligee an amount equal to the amount of said bond. The deposit shall be retained if the successful bidder fails to execute the contract within ten days (10) after notice of award or fails to give satisfactory surety required herein. **Bid Guaranties should be sealed in a separate envelope, marked as such, and attached to the envelope containing the bidder’s proposal.** Checks are to be made payable to the City of Winston-Salem. Facsimile or electronic bid bonds will not be accepted.

   B. A refund of any cash deposits, made by unsuccessful bidders, will be issued as soon as the bids have been awarded by the City of Winston-Salem, City/County Utility Commission and/or any concurring entities when applicable.
11. **TIME FOR RECEIVING BIDS**

Bids received prior to the advertised hour of opening will be securely kept, sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid thereafter will be considered.

12. **ITEMS TO BE EXECUTED WITH THE BID (Informal Contracts)**

Failure to execute the following with the bid may be considered a non-responsive bid and the bid may not be considered:

- _____ Proposal Form with bid price written or typed in
- _____ Authorized Signature on Proposal Signature Form where noted
- _____ Non-Collusion Affidavit of Prime Bidder
- _____ Debarment Certification
- _____ Anti-Kickback Affidavit
- _____ Addenda (include if issued)

NOTE: the Contractor may be asked elsewhere in this proposal to submit additional forms or information specific to this project with their bid. If such is requested by the City or its consultant, failure to submit such as noted may be construed as non-responsive and the bid may not be considered. Therefore, please review the entire proposal carefully.

13. **RECEIPT AND OPENING OF BIDS**

Each Bid must be submitted in an opaque sealed envelope, plainly marked on the outside, addressed and delivered per the bid advertisement. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to:

City / County Purchasing Department  
101 North Main Street  
Winston-Salem, North Carolina 27101

The envelope-containing Bid shall be marked as follows:

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<tr>
<td>Bidder's Name</td>
<td>Specific project name</td>
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<tr>
<td>NC General Contractor's License No.</td>
<td>Bid opening date and time of opening</td>
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<tr>
<td>Bidder's Address</td>
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<tr>
<td>Classification</td>
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<tr>
<td>Expiration Date</td>
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</tbody>
</table>

Bids received prior to the advertised hour of opening will be securely kept sealed. The agent whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered. Mailed Bids will be treated in every respect as though filed in person and will be subject to the same requirements.

It is the Bidders responsibility to assure that the bid is received by the required deadline. If mail or delivery by other means is delayed beyond the date and hour set for the receipt of the bid, the proposals that are late will not be considered.

Bids received after the advertised hour of opening will be returned to the Bidder unopened. At the time and place fixed for the opening of Bids, the Owner will cause to be opened and
publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present in person or by representative.

14. WITHDRAWAL OF BIDS
Bids may be withdrawn on written or electronic request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening. Bids may also be withdrawn after the public opening if an unintentional, substantial error is made by the contractor, and it can be proven that the error was arithmetic or an omission as opposed to judgment. The request to withdraw a bid must be made in writing to the Owner’s representative within seventy-two hours (72) after the opening of bids. Any bidder considering a withdrawal should acquaint himself with the provisions of North Carolina General Statute 143-129.1.

15. ALTERNATIVE BIDS
No alternative bids will be considered unless alternative bids are specifically requested.

16. CORRECTION OF BID ERRORS
Correction of bid errors shall be per the Contract General Requirements or Standard General Conditions of the Construction Contract. When not specified, unit prices shall prevail in the event of error in the extended prices.

17. AWARD OF CONTRACT; REJECTION OF BIDS
A. The Owner reserves the right to hold bids for a period of sixty (60) days, unless specified otherwise in the advertisement for bids, after the bid opening before awarding the Contract for the purpose of reviewing the bids and investigating the qualifications of the Bidders.

B. The Owner intends to award a contract to the lowest responsive, responsible bidder, complying with the conditions of the bidding documents. The apparent winning bidder will be notified of these intentions at the earliest possible date. The Owner, however, may at its sole discretion reject any or all bids submitted and to waive any informality in the bidding procedures. The Owner reserves the right to award a contract that is in the best interest of the City.

C. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

18. BID PROTEST PROCEDURE
Any party which is a prospective bidder, Offeror, or contractor that may be aggrieved by the solicitation must submit a written protest within five (5) calendar days prior to the opening of the Request for Bid, Request for Proposal.
Any party which is an actual bidder, Offeror, or contractor that may be aggrieved by the award of a contract, must submit a written protest within five (5) days of City transmitting via fax or email the announcement of intent to award.
The protest must be addressed to the Purchasing Director, City of Winston-Salem, PO Box 2511, Winston-Salem, NC 27102 and must include all the following information:

1. Name, address, telephone number, facsimile number and e-mail of the protester.
2. Signature of the protester or authorized agent.
3. The bid name and number.
4. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
5. Any supporting exhibits, evidence, or documents to substantiate any claims.
6. All information establishing that the protester is an interested party for the purpose of filing a protest.
7. The form of relief requested.

After careful consideration of all relevant information, and consultation with the City Attorney, the Purchasing Director shall make a written decision.

A decision of the Purchasing Director may be appealed to the City Manager or City Council, depending on the type of bid. An appeal must be in writing and be delivered to the City Manager, 101 North Main Street, Winston-Salem, N.C. 27102, within seven (7) calendar days of the date of the Purchasing Director faxed or emailed decision.

Any and all costs incurred by a protesting party in connection with a protest shall be the sole responsibility of the protesting party.

19. EXECUTION OF AGREEMENT

The successful Bidder will be required to execute a Construction Contract herein included by reference within five business days after award and presentation of contract documents. The successful bidder(s) shall execute and deliver to the Owner in such number of copies as the Owner may require. The failure of the successful bidder to execute such agreement within five business days after award, or within such extended period as the Owner may grant, shall constitute a default; and the Owner may either award the contract to the next lowest responsible bidder or readvertise for bids.

20. INSURANCE REQUIREMENTS

The successful bidder will be required to show proof of insurance as outlined in the General Insurance Requirements below. The City of Winston-Salem must be named as additional insured. Work shall not begin until this provision has been satisfied and a Purchase Order issued.

21. PERFORMANCE AND PAYMENT BOND – required on awards over $100,000

A. Having satisfied all conditions of the award set forth elsewhere in these documents, the successful bidder(s) shall furnish, within ten (10) days after award, the following:

1. A Performance Bond in the amount of one hundred percent (100%) of the Construction Contract amount, conditioned upon the faithful performance of the Contract in
accordance with the plans, specifications and conditions of the Contract. Such bond shall be solely for the protection of the contracting body which awarded the Contract.

2. A Payment Bond in the amount of one hundred percent (100%) of the Construction Contract amount, conditioned upon the prompt payment for all labor or materials for which a Contractor or Subcontractor is liable. The Payment Bond shall be solely for the protection of the persons furnishing materials or performing labor for which a Contractor or Subcontractor is liable.

B. Such bond shall be in the same form as that indicated in the contract documents and shall bear the same date subsequent to that of the agreement. The current Power of Attorney for the person who signs for any surety shall be attached to such bond. This bond shall be signed by a guarantee or surety company licensed to do business in the State of North Carolina and the agent MUST be a North Carolina resident.

The failure of the successful bidder to supply the required bonds within ten (10) days after award, or within such extended period as the Owner may grant, shall constitute a default; and the Owner may either award the contract to the next lowest responsible bidder or re-advertise for bids. If the successful bidder fails to provide satisfactory surety, the Owner shall retain the bid guarantee as outlined in these instructions.

22. M/WBE PARTICIPATION FOR INFORMAL CONTRACTS
   No specific Minority and Women Business Enterprise goals have been established for this contract. However, Contractors are strongly encouraged to make a good faith effort to obtain 10% or more M/WBE participation on all contracts. If you consider M/WBE firm(s), note such on the Identification of Minority Participation Form and include with your bid proposal. If you are awarded the contract, Affidavits ‘C’ and ‘F’ (which will be supplied with the Construction Contract) may be requested for reporting purposes. There is no penalty for considering, but ultimately not using an M/WBE firm.

23. MATERIALS
   The name of a certain brand, make, manufacturer or definite specification is to denote the quality standard of the article desired and not to restrict competitive bidding. It is set forth and conveyed to prospective bidders the general style, type, character and quality of the article desired. Bidders, however, may submit to the Engineer evidence that proposed substitutions are fully up to standards specified and obtain his approval before placing orders.

24. ERRORS, OMISSIONS, AND DEVIATIONS
   The Contractor is responsible for all errors, omissions, and deviations from the Contract requirements.

25. EQUAL EMPLOYMENT OPPORTUNITY
   Attention of bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of race, color, religion, gender, political affiliation, national origin or handicapped.
26. **OSHA COMPLIANCE PLAN/POLICY**
   Contractor will be required to submit a copy of the company’s current written OSHA Compliance Plan/policy within 48 hours of request. No field work shall take place until the plan has been submitted and reviewed by the City Safety Officer.

27. **FAMILIARITY WITH LAWS**
   It is assumed that the bidders are familiar with local, state and federal laws, rules, ordinances, and regulations that may in any manner affect those engaged or employed in the work, or the materials or equipment used in or upon the work, or in any way affect the conduct of the work. No plea for misunderstanding or ignorance on the part of the contractor will in any way serve to modify the provisions of the contract. It is the expectation of the City that the Contractor will comply, and the Contractor agrees to comply, with all applicable federal immigration laws in its hiring and contracting practices relating to services covered by this contract involving City funds. The Contractor agrees that in carrying out the contract he will comply with all applicable, federal, state and local laws, specifically including, without limitations, the Occupational Safety and Health Act of 1970 and Section 1324A, The Immigration Reform and Control Act.

28. **OUTSTANDING DEBT OR OBLIGATION**
   The Contractor acknowledges that the City will make no payment to the Contractor, so long as there is an outstanding debt or obligation due the City. The Contractor, hereby, agrees that any debt it owes the City will be offset against any payments otherwise due the Contractor under this Agreement. If the Contractor assigns any monies due or to become due under this Agreement, such assignment will be subject to all set-offs in favor of the City.

29. **AMERICAN WITH DISABILITIES ACT (ADA)**
   The contractor shall comply with the provisions of the Americans with Disabilities Act (ADA) (www.ADA.gov) as amended from time to time and all rules and regulations promulgated thereunder. The contractor hereby agrees to indemnify the Owner from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of the contractor, its subcontractors, agents, successors, assigns, officers or employees to comply with the provisions of the ADA or rules and regulations promulgated thereunder.

30. **TAXES**
   **FEDERAL:** The City of Winston-Salem and Forsyth County are exempt from and will not pay Federal Excise or Transportation taxes.
   **STATE:** Applicable North Carolina Sales and Use Taxes shall not be shown on bids but shall be added to invoices as a separate item.

31. **NORTH CAROLINA SALES TAX**
   The Owner may apply for a refund of all sales and/or use taxes paid in North Carolina by the Contractor on purchases of items which are annexed to, affixed to, or in some manner become a part of any building or structure being erected, altered or repaired under Contract with the Owner; and these taxes shall not be included in the bid amounts or the Contract sum. The Owner may **not** apply for a refund of sales and/or use taxes paid in North
Carolina by the Contractor on purchases of materials which do not become a part of any building or structure being erected, altered or repaired under Contract with the Owner. The Contractor shall include and pay all other taxes imposed by governmental authorities which are applicable to the work.

The Contractor will be reimbursed for applicable sales and/or use taxes he has paid in North Carolina (which the Owner may apply for a refund - see first paragraph of this section) on each monthly estimate, provided he bills them separately. Examples of items on which sales or use tax have been paid by the Contractor and for which the Contractor will not be reimbursed by the Owner are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, equipment repair parts and equipment rentals, blueprints, etc. The Contractor shall complete a "Certificate for North Carolina Sales Tax" form available at the following web address:

http://www.cityofws.org/Home/Departments/Engineering/Articles/Publications

In addition, the Contractor shall attach invoices (or copies of invoices) from his vendors covering sales tax claimed. The "Certificate for North Carolina Sales Tax" form must include all sales and or use taxes paid by the Contractor and any of his Subcontractors (i.e., all sales tax eligible for reimbursement). The Contractor shall apply for sales tax reimbursement with each monthly estimate, and within sixty (60) days of the date the item was purchased.

The Contractor shall be required to supply final requests for applicable sales or use tax to the Engineer within 60 days from date of final payment. The Contractor willfully forfeits reimbursement if submittal is not made within allotted time.

32. FINAL PAYMENT

Prior to final payment, the Contractor will be required to submit the Contractor’s Affidavit, Release and Waiver of Claims form as shown at the end of this proposal and any other required affidavits or forms required in this contract (i.e. M/WBE reporting forms, warranties, etc.). Payment of the final amount due the Contractor shall release the Owner from any and all claims or liabilities on account of the work performed and the materials furnished upon the work.

Whenever in the opinion of the Engineer the work proposed shall have been completely performed on the part of the Contractor and after the final acceptance of the work, the Owner will proceed with all reasonable diligence to make the final payment, excepting therefrom such sum or sums as may be lawfully retained under any of the provisions of the Contract. The Contractor hereby further agrees that it shall not be entitled to demand or receive payment on partial or final estimates, except in the manner set forth in the Contract. The Contractor further agrees to procure full releases of all claims from all persons who have furnished materials or labor for the work.

33. ETHICS POLICY / CODE OF CONDUCT

The City of Winston-Salem has establish guidelines for ethical standards of conduct for City representatives and to provide guidance in determining what conduct is appropriate in particular cases. City representatives should maintain high standards of personal integrity, truthfulness, honesty, and fairness in carrying out public duties; avoid any improprieties in their roles as public servants including the appearance of impropriety; and never use their position or power for improper personal gain. In establishing an ethics policy, the City of Winston-Salem desires to protect the public against decisions that are affected by undue
influence, conflicts of interest, or any other violation of these policies as well as promote and strengthen the confidence of the public in their governing body. For a complete review of the City Policy click the following link.
http://www.cityofws.org/Home/Departments/Purchasing/Articles/Bids

34. **STIMULATION OF THE LOCAL ECONOMY**
In an effort to stimulate the local economy, foster development and promote efficiency in the provision of city services and the completion of various city projects, the City of Winston-Salem has undertaken an initiative to strongly encourage all parties contracting with the City of Winston-Salem to evaluate their internal operations and hiring practices and, where appropriate, to initiate efforts to stimulate the local economy by hiring applicants and contractors from the Winston-Salem/Forsyth County Area and by utilizing minority and women contractors and service providers. Such efforts to stimulate the local economy may be accomplished by posting job vacancies with the North Carolina Employment Security Commission, the Piedmont Triad Regional Council of Governments, and the Winston-Salem Urban League; and utilizing the State of North Carolina Office for Historically Underutilized Business database (https://www.ips.state.nc.us/IPS/vendor/SearchVendor.aspx?obtain) or other local resources such as the City of Winston-Salem M/WBE Program to identify Winston-Salem/Forsyth County based contractors and subcontractors. Stimulation of the local economy requires a collaborative effort of both the public and private sector. The city is committed to taking reasonable steps to achieve said goal.

35. **E-VERIFY**
Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a subcontractor, the Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

36. **IRAN DIVESTMENT ACT**
Provider hereby certifies that it is not on the North Carolina State Treasurer’s list of persons engaging in business activities in Iran, prepared pursuant to NCGS § G.S. 147-86.58, nor will Provider utilize on this agreement any subcontractor on such list. This list, along with additional information about the Iran Divestment Act, is available on the Treasurer’s Office site: https://www.nctreasurer.com/insidethedepartment/OpenGovernment/Pages/Iran-Divestment-ActResources.aspx.

37. **DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL**
Contractor hereby certifies that it is not on the North Carolina State Treasurer’s list of companies engaged in a boycott of Israel in violation of NCGS 147-86.80 et. seq. and that it will not utilize on this agreement any subcontractor on said list.”
CERTIFICATION FOR NORTH CAROLINA SALES TAX

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<th>Date Contractor</th>
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Totals

This is to certify that the above materials purchased on the invoices listed were used in the construction of Project or Contract number ______ and that the Sales Tax listed (State and County) is not included on the monthly estimate for contract payment or any other certificate for North Carolina sales tax. Further, that the items listed to, affixed to, or in some manner have become a part of the building, or structure being erected, altered or repaired.

Certificate to be correct by: ___________________________
Owner of Company

Sworn to and subscribed before me this ______ day of ________ 20
Notary Public
My Commission Expires ____________________________
GENERAL INSURANCE REQUIREMENTS

A. The Contractor shall, during the continuance of all work under the Contract, provide the following:

1. Workers' Compensation Insurance as required by the North Carolina General Statutes.

2. Commercial General Liability to protect the Contractor against any and all injuries to third parties, including personal injury and property, and special and consequential damages, resulting from any negligent action, omission or operation by the Contractor or in connection with the services described herein. The insurance shall also include, coverage for explosion, collapse, and underground hazards, where required. This insurance shall provide bodily injury and property damage limits of not less than $1,000,000 for each occurrence, respectively, and shall provide at least $5,000 in Medical Expenses (Med Pay) coverage.

3. Maintain Owned, non-owned, and hired Automobile Liability insurance, including property damage insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor in furtherance of these services. In addition, all mobile equipment used by the Contractor in connection with the contract work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. This insurance shall provide bodily injury and property damage limits of not less than $1,000,000 combined single limit/each accident.

B. If this Agreement is for a design, engineering or consulting Service, maintain Professional Liability insurance of at least $1,000,000.00 per incident.

C. The Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall submit the certificate with its executed contract. The City of Winston-Salem shall be named as an additional insured in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the City of Winston-Salem may possess.

D. The Contractor will secure and maintain all insurance policies of its subcontractors which shall be made available to the City of Winston-Salem on demand. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this heading or under any other section or provisions of the Contract.

E. The Contractor will provide on demand certificate copies of all insurance coverage on behalf of the Contract within ten days of demand by the City of Winston-Salem. These certified copies shall be sent to the City of Winston-Salem from the Contractor's insurance agent or representative.

F. The Contractor shall furnish the City of Winston-Salem thirty days written notice of any changes or cancellation of the policy. The failure of the contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the Risk Manager, City of Winston-Salem.
G. Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Contractor fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the Contract Term, the City of Winston-Salem shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the City of Winston-Salem for the entire additional cost of procuring the uncompleted portion of the contract at time of termination.

H. Contractual and other Liability insurance provided under this Contract shall not contain a supervision inspection or engineering services exclusion that would preclude the City of Winston-Salem from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.

I. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City of Winston-Salem. The Contractor shall be as fully responsible to the City of Winston-Salem for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

J. Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.

K. The Contractor and all subcontractors and sub-subcontractors agree to comply with the State of North Carolina Occupational/Safety and Health Act and the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.

Address for Certificate of Insurance:

City of Winston-Salem
P.O. Box 2511
Winston-Salem, NC 27102
SPECIAL INSTRUCTIONS TO BIDDERS

A. WAGES AND SALARIES

B. STANDARDS AND REQUIREMENTS
The Contractor agrees to comply with the following:

5. Section 106 of the National Historic Preservation Act of 1966, 16 U.S.C. 470 et. seq.;
6. Title VI of the Civil Rights Act of 1964 (P.L. 88-352);
7. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107 and the regulations issued pursuant thereto);
8. Executive Order 11246, as amended by Executive Orders 11375 and 12086;
10. Hatch Act;
12. Title IX of the Education Amendments of 1972, as amended;
14. Comprehensive Alcohol Abuse and Alcoholism Prevention Treatment and Rehabilitation Act of 1970;
15. 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 (dd-3) and 290 (ee-3);
16. Lead-Based Paint Poisoning Act (42 U.C.S. 4801 et. seq.);
17. Energy Policy and Conservation Act (42 U.S.C. 6291 et. seq.); and

C. BIDDER CERTIFICATION. The Contractor certifies that it:
1. Is not presently debarred, suspended, proposed for debarment, declared ineligible sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from participating in Federal or State grants or awards by any Federal or State department or agency; and,
2. Has not within a three-year period preceding this contract been convicted of or had a civilian judgment rendered against it for commission of fraud or a criminal offence 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; and,
3. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offences enumerated in paragraph (2) above; and,
4. Has not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default.
PROPOSAL FORM

DEMOLITION OF RESIDENCE
@ 2860 MARGUERITE PARK DRIVE
CITY OF WINSTON-SALEM

Submit bids to:
US Postal Service address: City/County Purchasing Department
City/County Purchasing Department
Post Office Box 2511
Winston-Salem, North Carolina 27102
27101

CONTRACTOR: ____________________________

GENTLEMEN:
The undersigned has received and reviewed a complete set of the Contract Documents and
bidding requirements for the above referenced project by the City of Winston-Salem, and in
submitting this bid agrees to the following:

1- To hold this bid open for sixty (60) days after the date of receipt of bids;
2- To accomplish the work in strict accordance with the Contract Documents;
3- To comply with all Federal requirements required by the grantee;
4- COMPLETION: Work is expected to begin on or about January 11, 2018 and all demolition
and disposal work shall be completed by January 29, 2019.

Liquidated Damages apply: $1,000 per calendar day, due within 30 days of such notice.

The undersigned agrees to furnish all labor, materials, equipment, supervision, insurance, permits;
abide by all local, state and federal codes, laws, rules, regulations, ordinances applicable to perform
the Demolition/Disposal work described in these Contract Documents for the following sum to
wit:

| Item #1 - Asbestos Abatement Cost | $ |
| Item #2 – Demolition/Disposal Cost | $ |
| **Total Lump Sum Bid** | $ |

Such lump sum shall be the TOTAL cost to Contractor to provide ALL of the Demolition Work including
labor, materials, equipment, services, general conditions, all applicable permit fees, profit and overhead, as
well as all expenses associated with the Project. **Contractor should list costs associated with asbestos**
**abatement separately from all other costs associated with the project. Award shall be based on the**
**lump sum total of items one and two above.** This shall **NOT** include state and local sales taxes, which
shall be submitted after final invoice on the certified form provided herein.

The Contractor will be responsible for all landfill tipping fees. All debris must be disposed of pursuant to
the terms and conditions of the Contract Documents. The Contractor is to provide to the City copies of all
landfill and/or recycling tickets.
SIGNATURE FORM

The undersigned certifies that they have read and understood all the provided bidding documents, the project specifications, and agree to the terms and conditions stated herein.

This bid must be signed by a responsible official of the bidding organization and notarized.

____________________________________  (SEAL)
Date

____________________________________
Company

Authorized Signature  Federal Identification #

____________________________________  Email Address
Printed Name and Title

____________________________________
City, State, Zip Code
Street Mailing Address

____________________________________  Contactor’s NC License No.
Telephone Number

On this day of __________, 20___, before me __________________________(name) appeared and, being duly sworn, did execute the foregoing proposal, and did so state that he/she was properly authorized by________________________(name of company) to execute the proposal and did so on his/her free act and deed.

Notary Public __________________________  My Commission Expires _________(SEAL)

Proposal prepared by: Russell Frye  Specifications prepared by: Matthew Osborne

The following information is requested for statistical purposes only. Provisions or omission of this information will not affect the City's award of this contract.

Bidder certifies that:  
a) we □ are a woman-owned business, or we □ are not
b) we □ are a minority-owned business, or we □ are not
if yes, please identify in the appropriate box below.
□ Black
□ Hispanic
□ Native American Indian
□ Asian American including Indian Subcontinent/Pacific Islands
□ Socially and Economically Disadvantaged
□ Disabled
*Attach to Bid*

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of ________________

County of ________________

Project: DEMOLITION OF RESIDENCE@ 2860 MARGUERITE PARK DR. – Bid No. IF19154

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

1. He/she is (circle: owner, partner, officer, authorized representative or agent) of ________________
   ________________, the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached bid and of all
   pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives,
   employees or parties in interest, including this Affiant, has in any way colluded, conspired,
   connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a
   collusive or sham Bid in connection with the Contract for which the attached Bid has been
   submitted or to refrain from bidding in connection with such contract, or has in any manner,
   directly or indirectly, sought by agreement or collusion or communication or conference with any
   other Bidder, firm or person to fix the price or prices in the attached Bids of any other Bidder, or
   to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or
   to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage
   against the County of Forsyth, N.C. or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any
   collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its
   agents, representatives, owners, employees or parties in interest, including this Affiant.

______________________________ Authorized Signature (SEAL)

______________________________Printed Name

______________________________Title

Subscribed and Sworn to before me this ___ Day of ________________, 20___.

Notary Public: _________________________________

My Commission Expires: _______________________(SEAL)
In connection with contacts for goods and services equal to or in excess of $25,000.00 and all non-procurement transactions, by signature hereon, Vendor certifies that neither the Vendor nor Principals are suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from the award of contracts from the United States (“U.S.”) federal government procurement or non-procurement programs, or are listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the U.S. General Services Administration. “Principals” means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of subsidiary, division of business segment, and similar positions). Vendor shall provide immediate written notification to the City of Winston-Salem, North Carolina if, at any time prior to award, Vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that Vendor knowingly rendered an erroneous certification, in addition to the other remedies available to the City of Winston-Salem, North Carolina, the City of Winston-Salem, North Carolina may terminate the contract resulting from the solicitation for default.

Bid I.D. Number IF19154

Company Name

Address

City          State          Zip Code

Phone Number          Fax Number          E-Mail Address

Company representative:

Name (Printed)

Signature          Date
ANTI-KICKBACK AFFIDAVIT

I, ____________________________, solemnly affirm and declare under penalties of perjury and upon personal knowledge that I have read and subscribed to the Anti-Kickback Act, 41, U.S.C. 51 et. seq. of November 7, 1986 – an Act to strengthen prohibition of kickbacks relating to subcontracts under Federal Government contracts.

Specifically, the Anti-Kickback Act of 1986 under 41 U.S.C. 53 “Prohibited Conduct” states that:

It is prohibited for any person:
1. to provide, attempt to provide or offer to provide any kickback
2. to solicit, accept, or attempt to accept any kickback, or
3. to include, directly or indirectly, the amount of any kickback prohibited by clause (1) or (2) in the contract price charged by a subcontractor to a prime contractor or a higher tier subcontractor or in the contract price charged by a prime contractor to the United States.

Criminal Penalties, 41 U.S.C. 54 states:

Any person knowingly and willfully engages in conduct prohibited by Section 53 shall be imprisoned for not more than 10 years or shall be subject to a fine in accordance with Title 18, United States Code, or both.

I further solemnly affirm and declare under penalties of perjury and upon personal knowledge that I have not accepted any form of kickback associated with my responsibilities with the City of Winston-Salem, North Carolina.

Signature__________________________________________ Company________________________

Printed Name/Title__________________________________________ Date_______________

The full text of 41 U.S.C. 51 through 58 is available for reading at www.purchase.umd.edu. Click on “FORMS”.

1As defined in the Anti-Kickback Act of 1986, the term “kickback” is defined as “any money fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, from any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract, or in connection with a subcontract relating to a prime contract.
**IDENTIFICATION OF MINORITY BUSINESS PARTICIPATION**

**DEMOLITION OF RESIDENCE@ 2860 MARGUERITE**  
PARK DRIVE – Bid No. IF19154  

I, ________________________________________________________

Name of Bidder

do hereby certify that on this project, we will use the following M/WBE firms as construction subcontractors, vendors, suppliers, or providers of professional services.

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<th>Minority Category*</th>
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* Minority Categories: Black, African American (B), Hispanic (H), Asian American (A), American Indian (I), Female (F), and Socially and Economically Disadvantaged (D).

The total value of M/WBE firms contracting will be $ _____________

The total percentage of M/WBE firms contracting will be _____________ %

The total percentage of WBE firms contracting will be _____________ %
WARRANTY
*awarded contractor*

1. Scope
Warranties in this document are in addition to any statutory remedies or warranties imposed on the Contractor. The Contractor expressly warrants and guarantees to the City that all work performed under this Contract is constructed in strict accordance with the project specifications and is free from all defects in materials and workmanship for one (1) year from the date indicated on the Final Inspection Memorandum. A copy of the Final Inspection Memorandum, including the date of expiration of the one (1) year warranty, shall be sent to the Contractor. During the warranty period, the Contractor further expressly warrants and guarantees to the City that all work performed on this Contract and materials incorporated shall maintain structural and functional integrity, normal wear and tear excepted.

2. Notification of Defect
Should the City detect a defect within the warranty period, it shall notify the Contractor or its representative. Within ten (10) working days after receipt of notification, the Contractor shall inspect the defect and make provisions for repair as set forth in Section 3, Repair Provisions.

When warranty repairs are required, the City and the Contractor shall agree, within fifteen (15) working days after notification to the Contractor of the defect, on the most appropriate course of the repairs and the exact scope of the repairs to be performed under the warranty. If no agreement is obtained within ten (10) days of the fifteen (15) day period (total of 25 days), the City shall have the right to make the repairs with City forces or an independent Contractor of the City's choice and bill the Contractor for the cost of repairs, pursuant to the provisions contained in Section 5 of this document.

The Contractor agrees to provide at its own expense all parts, materials, supplies, labor and equipment necessary to complete all warranty repairs.

4. Hazardous Defects
Notwithstanding the provisions contained in Sections 2 and 3, if the defect, in the opinion of the City, constitutes a hazard or safety problem, the City shall have the right to make the necessary repairs at any time with City forces or an independent Contractor of the City's choice. The Contractor shall be billed pursuant to the provisions contained in Section 5 of this document.

5. Reimbursement for Repairs Made by the City
The Contractor agrees to reimburse the City within thirty (30) days of receipt of the bill for all costs incurred by the City in making warranty-covered repairs. The City's costs for making repairs shall include the actual costs of the repairs plus an administrative charge of twenty percent (20%) of the actual costs. The Contractor agrees to pay all expenses, including reasonable attorney's fees, incurred by the City in enforcing collection of amounts due under this Section.

ATTESTED:
________________________ Authorized Signature (SEAL)
_______________________Witness/Title ________________________Printed Name/ Title

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

Notary Public ___________________________My Commission Expires _________________(SEAL)
RELEASE AND WAIVER OF CLAIMS
*awarded contractor at job closure*

State of ________________________________ County of ________________________________

_________________________ , __________________________, ______________________
(Name)                                   (Title)                               (Contractor)

being first duly sworn, deposes and says that:

1. The undersigned is authorized to execute this Affidavit, Release and Waiver of Claims on behalf of the Contractor and has personal knowledge of all facts set forth herein.

2. This Affidavit, Release and Waiver of Claims is made concerning the construction of the following project: DEMOLITION OF RESIDENCE@ 2860 MARGUERITE PARK DR. – Bid No. IF19154

3. All payrolls, material bills, sales tax, social security tax, state and federal unemployment insurance and all other liabilities and taxes owed by the Contractor and arising in any manner from the above-described project have been paid in full.

4. No claim or lien exists in favor of any supplier of materials or labor or in favor of any subcontractor furnishing materials or labor on the above-described project.

5. Notwithstanding the foregoing, if the City of Winston-Salem or property of the City of Winston-Salem is subject to any claim or lien which arises in any manner from the failure of the Contractor to pay any liability described above, the Contractor will indemnify, defend and hold the City of Winston-Salem harmless for any amount which the City of Winston-Salem is required to pay to discharge such lien or settle such claim and further will pay the City of Winston-Salem’s expenses, costs and attorney fees incurred in connection therewith.

6. All claims, suits and proceedings of every name, description or nature arising out of the above project against the City of Winston-Salem, its officers, employees and agents, have been settled.

7. The Contractor releases and waives any and all claims of every type and description, known and unknown, which the Contractor may have against the City of Winston-Salem arising in any manner from the construction of the above-described project.

8. This Contractor’s Release and Waiver of Claims shall become effective upon receipt of final payment by the Contractor.

ATTESTED:

________________________ Authorized Signature(SEAL)

________________________ Witness ________________________Printed Name

________________________ Title ________________________Title

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

Notary Public________________________  My Commission Expires _______________(SEAL)
GENERAL CONDITIONS

Project Location: 2860 Marguerite Park Drive, Winston-Salem

A. **Pre-Bid Conference:** Attendance is required for bidders intending to submit a bid to ascertain for him/her all requirements of the job, measurements/clearances, materials needed, working conditions, etc.

B. **Indemnification Provision:** The Contractor shall hold harmless from and indemnify the Owner against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments, or decrees, by reason of any persons or property being damaged or injured by the Contractor or any of his subcontractors, or any person employed under said contractor, or any of his subcontractors or in any capacity during the progress of the work, whether by negligence or otherwise.

C. **Contractor's Responsibilities:** The Contractor shall be responsible for any damage caused by him or his workmen to property of the owners. He shall make good in an approved manner at his own expense any such loss, damage, or injury without cost to the owner. The contractor shall also assume all responsibility to maintain all existing protection as required by the governing laws, regulations, ordinances, and safety of personnel and visitors. If the Contractor fails to make satisfactory repairs, the Owner will repair any damage by Contractor or his workmen and deduct cost from the contract. The Contractor shall provide all labor, equipment, materials, insurance, permits, and abide by all applicable Local, State, and Federal codes to complete the scope of work as outlined in the plans and specifications provided by the owner.

D. **Clean Up:** Upon completion of all work covered in this specification, the Contractor shall remove all equipment, material, and debris leaving the area in an undamaged and acceptable condition. The Contractor shall be responsible for all disposal fees and providing own dumpster.

E. **Failure to Perform:** If the Contractor fails to perform as outlined herein, the City may terminate the contract at its discretion and be liable only for the portion of acceptable work completed. The value of work completed shall be the sole determination of the City in such case.

F. **Payment:** The Owner will make the payment in full after acceptance is given and the Contractor has submitted a proper invoice and other required documentation to the Owner. The City pays invoices on a Net 30 basis.

G. **Project Schedule:** The Contractor is responsible for the coordination of his work with the Owner in order to insure timely completion of this project. All work shall be completed without interruption. The Contractor shall begin work within 5 days after the Notice To Proceed and complete all work in the time outlined herein.

H. **Insurance:** The contractor shall maintain insurance for the duration of the project. The insurance coverage shall be as set forth in the attached document titled “General Insurance Requirements”.

I. **Safety Requirements:** All construction work, materials handling and associated equipment shall conform to OSHA safety requirements. The Contractor shall advise the Owner whenever work on this project is expected to be hazardous to City employees and the public.

J. **Asbestos abatement:** is part of this contract.
1. GENERAL CONDITIONS

(a) The Contractor shall provide all labor, equipment, machines, and tools necessary to perform asbestos and demolition debris removal and disposal of the structure identified on the Bid Form. The work site will be identified by street address of the primary structure located at the site and identified by the Tax Identification Number of the property.

(b) The pricing submitted for the subject work shall be all-inclusive and a lump sum figure. The cost submitted will include acquiring all needed permits, removal and disposal of all debris (including asbestos abatement) generated by the demolition, and removal and disposal of any additional debris which is deemed necessary to complete the demolition project. All scoped work items (for example: vegetation removal, utility termination, permit fees, inoperable vehicular removal, and establishment of vegetative cover, etc.) must be included in the Contractor’s lump sum figure.

(c) The Contractor may request an interim payment for asbestos abatement services, if desired. This payment will be for the asbestos abatement subcontractor’s invoice only. The request for payment shall include: copy of the subcontractor’s invoice, disposal manifest(s) from the appropriate landfill, the signed final clearance air report, and any other needed documentation to demonstrate that asbestos abatement activities have been successfully completed. The request for final payment shall be made at the conclusion of the project, as per these specifications, for the remainder of the lump sum amount. There will be no retainage held from payments.

(d) It is understood that the City of Winston-Salem assumes no liability for damages arising from any or all operations in connection with the demolition, removal, or disposal of the property specified and the contractor shall agree to indemnify, save and hold harmless the City of Winston-Salem against any and all claims arising from the performance of this contract, including claims arising from the Contractor’s failure to comply with any and all applicable local, state and federal codes, ordinances and regulations.

(e) The City shall not be held liable for damage to property to be demolished.

(f) The Contractor shall comply with the directions from the City of Winston-Salem’s designated representative(s) having jurisdiction over the work, such as (but not limited to) hours of work, placement of erosion control devices, the suitable amount and height of established vegetative cover, etc. The City shall have the authority to suspend work wholly or in part by written or verbal order, for such period as the City may deem necessary, whenever is in the best interest of the City or to its citizens to
do so, as solely determined by the City. The City may also for cause, as solely determined by the City, suspend a Contractor for six (6) months from the bidding or permanently, if warranted as determined by the City, if the Contractor fails to abide by the conditions and specifications contained herein.

(g) Mr. Matthew Osborne will serve as the City’s primary designated representative during the duration of the project. The Contractor must submit invoices to Mr. Matthew Osborne, Erosion Control/Floodplain Program Manager, Traffic Field Operations Department, Stormwater/Erosion Control Division, Bryce A. Stuart Municipal Building, 100 E. First Street, Suite 328, Winston-Salem, NC 27101. Mr. Andrew Allen will serve as the City’s secondary designated representative.

(h) Payment will be made in full within 30 days after final acceptance of the Contractor’s completion of project work by City designated representatives.

(i) If the Contractor defaults or fails to perform as outlined herein, the City may terminate the contract at its discretion and be liable only for the portion of acceptable work completed. The value of work completed shall be the sole determination of the City in such case.

(j) The City has been provided documentation from the previous owner that all utilities have been disconnected. This documentation will be provided to the selected contractor. The Contractor shall be responsible for verifying that utility services have been disconnected prior to proceeding with demolition work. In the event that utilities (e.g. water, electricity) are needed by the Contractor, the Contractor shall be responsible for furnishing utilities at their own expense. Incurred costs are not eligible for reimbursement from the City.

(k) The Contractor shall notify Mr. Osborne 24-hours prior to the commencement and completion of asbestos abatement activities as well as demolition work. Additionally, Mr. Osborne must be notified upon completion of numerous project task items in order that visual inspections may be conducted to verify that FEMA grant requirements have been satisfied. In the event that Mr. Osborne is unavailable, the Contractor shall contact Mr. Allen so that work can proceed expeditiously.

2. Disqualification of contractors to bid on demolition contracts/projects.

The City, via the City Manager or his designee, shall have the authority, in accordance with the following provisions, to disqualify a Contractor(s) from bidding on a demolition contract or project if:

(a) The Contractor failed to perform satisfactorily on past or current contracts. Such determination may be made by the City Manager or his designee upon examining the following factors:
(1) Unsatisfactory progress in completing work within contract time limits and/or meeting required quality levels.

(2) Defaulting on current or past contracts.

(3) Current uncompleted contracts which, in the judgment of the City Manager or his designee, would hinder or prevent the timely completion of additional work.

(4) The submission of more than one bid for the same work from an individual, partnership, joint venture or corporation under the same or different names.

(5) Evidence of collusion among bidders. Each participant in such collusion would be disqualified.

(6) Failure to furnish a non-collusion affidavit upon request.

(7) Failure to comply with contractual specifications regarding subcontracting, if applicable

(8) The bankruptcy, insolvency or any act of bankruptcy or insolvency of the Contractor.

(9) Failure to comply with a written order of the City’s designated agent or his designee as provided in the specifications if in the judgment of the City Manager or his designee such failure is of sufficient magnitude to warrant disqualification.

(10) If the City has not received the amount due under a forfeited bid bond for the Contractor's work.

(11) Failure to return overpayments as directed by the City’s designated agent or his designee.

(12) Failure to submit documents as required by the contract.

(13) Failure to comply with a Notice to Proceed order.

(14) Withdrawal of three (3) bids within a twelve (12) month period.

(b) The Contractor has violated, as solely determined by the City, the provisions herein regarding the removal and/or disposal of waste. For a violation that occurs after the contract has been awarded, the City Manager or his designee shall have the authority to remove the contractor from the bidding list for at least six (6) months, and to seek additional remedies as provided in Item 2(c) and 2(d) herein.
(c) Penalties for contract violations other than illegal dumping are as follows:

1st offense - Six (6) month suspension, and a $1,000 reinstatement fee, to reimburse the cost of staff time associated with investigating program guidelines and contract compliance issues.

2nd offense - One (1) year suspension, and a $2,000 reinstatement fee, to reimburse the cost of staff time associated with investigating program guidelines and contract compliance issues.

3rd offense - Permanent removal from the bidding list.

(d) Penalty for illegal dumping will result in permanent removal from the bidding list, and reimbursement to the City for all fines assessed against the City, and forfeiture of the amount owed under the contract.

(e) **TIME IS OF THE ESSENCE.** Contractor acknowledges that the City will suffer significant damages if Contractor fails to achieve final completion within the time limits stated in the documents that make up this Agreement. Thus, Contractor, agrees to pay City, and City may retain amounts otherwise due Contractor, as special and consequential damages and not as a penalty of $1,000 per a day should Contractor fail to complete asbestos abatement and demolition of structure(s) by January 28, 2019. Such special and consequential damages shall be due within thirty (30) days after said January 28, 2019 completion date.

3. Subcontracting. The Contractor shall not employ a subcontractor to perform the Services under this Agreement without written consent from the grant’s designated agent or his designee. Upon such written consent, the Contractor may employ such subcontractors as Contractor deems necessary to assist in the performance or furnishing of Services herein, provided that the subcontractor complies with all of the conditions in this Agreement. Unless specifically stated to the contrary in any written consent to allow subcontracting, the Contractor will not be released or discharged from any duty or responsibility under this Agreement.

4. Successors and Assigns. The Contractor, its partners, successors, executors, administrators, and its legal representatives are hereby bound to the City under this Agreement in respect of all covenants, agreements, and obligations under this Agreement.

5. Assignment and Subletting. The Contractor may not assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the grant designated agent.
or his designee, except to the extent that any assignment, subletting or transfer in mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

6. Release. The Contractor hereby releases and forever discharges the City, its agents and employees from any and all claims and demands for personal injury and property damage, including attorney’s fees, arising out of the performance of these services.

7. Indemnity. The Contractor shall indemnify, defend, and hold harmless the City, its agents and employees from and against any all claims and demands of any kind or nature, directly or indirectly caused by, arising out of, or related to the intentional or negligent acts or omissions of the Contractor or its agents, employees, or subcontractors in the performance of these services.

8. Project Commencement. The Contractor (or subcontracted North Carolina accredited asbestos professional) shall commence asbestos abatement activities within five days of receipt of the Notice to Proceed. The precise project start date will be stated on the Notice to Proceed. The Contractor shall work expeditiously to proceed with asbestos abatement and demolition of structure(s), which includes the establishment of vegetative cover.

9. Project Duration. Upon issuance of the Notice to Proceed, the Contractor shall complete asbestos abatement activities as well as demolition of structure(s) by January 28, 2019. Once demolition activities have concluded, the Contractor shall mulch and seed all disturbed surfaces within five days. Vegetative ground cover must be established and attain a minimum height of six inches. The precise project completion date will be stated on the Notice to Proceed.

10. Removal and disposal of asbestos-containing material (ACM):

   (a) Asbestos-containing material (ACM) from the property of 2860 Marguerite Park Drive shall be removed and disposed in accordance with all applicable federal, state, and local regulations. For purposes of this project, the attached asbestos survey by Double D Construction Services, Inc. constitutes ACM determination within the structure.

   (b) A North Carolina accredited asbestos professional shall perform removal and disposal activities. Once the Contractor has determined which N.C. accredited asbestos professional will perform abatement work, the Contractor shall furnish the NC accredited asbestos professional’s contact information to the City’s designated representative. This verification process will need to occur prior to commencing asbestos removal activities. Contact information shall include the professional’s first and last name, company name, and accreditation number with corresponding expiration date.
(c) The Contractor shall apply and obtain pertinent asbestos/demolition permits for the project. Asbestos/demolition permits need to be obtained from numerous governmental agencies, which include the North Carolina Health Hazards Control Unit and Forsyth County Environmental Assistance and Protection Office, Air Quality Section, City of Winston-Salem, etc. All applicable permit fees and expenses will be paid by the Contractor and not eligible for reimbursement from the City. The Contractor shall submit copies of a valid asbestos removal permit to the City prior to receiving a Notice to Proceed. A Floodplain Development Permit is required for this project but has already been obtained by City project management staff.

(d) All utility services have been terminated from the property. It is the Contractor’s responsibility to furnish water and electrical resources for asbestos removal and disposal activities. The Contractor will furnish these utility services at his/her expense and not eligible for reimbursement from the City.

(e) Asbestos-containing materials shall be disposed at a certified landfill that accepts asbestos waste. In order to receive final payment for asbestos and demolition removal/disposal services, the Contractor shall furnish copies of all disposal manifests to the City. Failure to dispose of asbestos waste properly in accordance with the law and this Contract, as determined by the City, shall result in a forfeiture of the amount owed as indicated in Item 2(d), and the Contractor's permanent removal from the bidding list.

(f) Upon completion of asbestos abatement activities, the Contractor shall procure a N.C. accredited asbestos professional to perform a visual inspection and final air quality clearance services. Once the Contractor has selected a N.C. accredited asbestos professional to perform final air quality clearance services, the Contractor shall furnish their contact information to the City’s designated representative. This verification process will need to occur prior to commencing all final air quality clearance activities. Contact information shall include the professional’s first and last name, company name, and accreditation number with corresponding expiration date. Once the City validates the asbestos professional’s accreditation with Mr. Roy Gremmell, Asbestos Coordinator with the Forsyth County Environmental Assistance and Protection Office, the designated representative will provide written approval to the Contractor. In order to receive final payment for asbestos and demolition removal/disposal services, the Contractor shall furnish a copy of the final clearance report, which must be written, signed, and dated by the N.C. accredited asbestos professional. The report shall include all ambient and clearance air sampling results.
that substantiates the N.C. accredited asbestos professional’s decision to release the site for demolition work.

11. Removal and disposal of demolition material:

(a) Demolition material from the property of 2860 Marguerite Park Drive shall be disposed in accordance with all applicable federal, state, and local regulations. If a permitted landfill facility does not accept the materials chosen by the Contractor, the Contractor shall separate all materials at the demolition site and dispose materials at the appropriate facility designated herein by the Contractor.

(b) In order to receive payment for services rendered, the Contractor shall submit copies of all disposal receipts from the appropriate landfill(s) or facility. The Contractor will be responsible for all disposal fees. If the Contractor disposes demolition material at a private facility, Contractor shall provide the name, address, and valid state permit number on the signature page of this proposal.

(c) Inert debris is defined by the N.C. Division of Waste Management as solid waste which consists solely of material that is virtually inert and that is likely to retain its physical and chemical structure under excepted conditions of disposal. Examples include (and are limited to): unpainted concrete, brick, concrete block, uncontaminated soil, rock, and gravel. The Contractor shall dispose of inert debris at an appropriate state-permitted landfill or state-permitted recycle facility.

(d) Demolition waste is defined by the N.C. Division of Waste Management as solid waste resulting solely from construction, remodeling, repair, or demolition operations on pavement, buildings, or other structures. Examples include (but are not limited to): shingles, siding, insulation, treated wood, painted wood, etc. Contractor shall dispose of demolition waste in a state-permitted construction and demolition or municipal solid waste landfill. For purposes of the grant project, all mingled demolition material shall be considered demolition waste and must be disposed in a state-permitted construction and demolition or municipal solid waste landfill.

(e) Failure to dispose of demolition waste properly in accordance with the law and this Contract, as determined by the City, shall result in a forfeiture of the amount owed as indicated in Item 2(d), and the Contractor's permanent removal from the bidding list. To the extent the City has to retain the services of another contractor to complete the job and dispose of the demolition materials properly, the City will utilize the amount owed the original Contractor to offset said cost including any penalties assessed the City for the Contractor's conformance to laws sending the balance, to the extent there is any, to the original Contractor as full payment and satisfaction for the services rendered.
(f) The Contractor is responsible for demolishing all specific structures and removing the resulting debris, as well as any associated outbuildings and features, including but not limited to deck/porch, fencing, driveway, unwanted vegetation, concrete pad(s), etc., as specified by the City of Winston-Salem’s designated representative.

12. The Demolition shall:

   (a) Not interfere with normal traffic on roads, streets, walks, and other adjacent occupied facilities. If it is necessary to close the street, prior permission must be obtained from the Department of Transportation of the City of Winston-Salem ("DOT") and an alternate route around closed or obstructed traffic ways must be provided in accordance to rules of the DOT.

   (b) Maintain existing public utilities on or around the property and protect the same from damage during the demolition operations.

   (c) Control air pollution caused by dust and dirt and comply with all governing regulations.

13. The Contractor must erect barricades when and where necessary during the course of the work. Permission or prior approval for barricading any portion of any street must be obtained from the City of Winston-Salem Department of Transportation, (336)747-6868.

PROJECT DEMOLITION SPECIFICATIONS

LOW-IMPACT DEMOLITION STIPULATIONS
In order to ensure the protection of any prehistoric or archeological artifacts that might be located in the project area, FEMA and the NC State Historic Preservation Office are requiring low-impact demolition stipulations. The overarching goal of these low-impact demolition stipulations is for minimizing ground disturbance activities. Since FEMA is providing funds for this project, the Contractor shall adhere to these specifications, in accordance with the National Historic Preservation Act (NHPA):

1. Ground disturbance shall be limited to the immediate area of demolished structures and/or features.

2. Construction equipment will be operated with existing driveways and the perimeters of structures to limit ground disturbance.

3. The Contractor shall remove all residential improvements acquired under this project, including but not limited to: houses, garages, outbuildings, driveways, walkways, steps, decks, porches, landings, decorative concrete blocks and stones, above-grade concrete slabs, fences (including wire mesh), retaining walls, concrete stair footings, crawlspace
walls, floor, and/or footings, and other impervious surfaces from the property. The Contractor must limit soil disturbance activities to no more than six inches below features. Additional depth removal may be acceptable if it is deemed absolutely necessary to ensure public health and safety by the City’s designated representative. **EXCEPTION:** utility abandonment activities

4. When heavy equipment is not in use, it will be staged on hard and firm surfaces where equipment is not susceptible to sinking. On-site, paved surfaces will be used to the fullest extent practical; the Contractor shall not park heavy equipment within the public street.

5. Tracked vehicles and/or large-tired equipment will be used whenever possible to reduce the depth of soil disturbance and minimize soil compaction and surface disruption.

6. The use of heavy equipment on wet, saturated soils is prohibited.

7. Excavation of on-site materials and burial of debris are not permitted.

8. If demolition activities disturb moderate amounts of archaeological artifacts (e.g. ceramic pieces, arrow heads, crude clay pottery, beads, etc.) and/or features (grave markers, cisterns, old house foundations, etc.), the Contractor will immediately cease work in the vicinity of the discovery and notify City staff. The City will take all reasonable measures to minimize disturbance to the archaeological artifacts and/or features. Work in the vicinity of the discovery will not resume until FEMA has completed consultation with all consulting parties, as necessary.

9. In the event that unmarked human remains are encountered during demolition activities, all work shall stop immediately and the proper authorities notified in accordance with North Carolina Statues 70-29. The Contractor shall immediately notify City staff, who will contact the North Carolina Office of the Medical Examiner and/or the Winston-Salem Police Department.

**GENERAL AND TECHNICAL SPECIFICATIONS**

In addition to the previously-mentioned stipulations, the Contractor shall adhere to the following general and technical specifications:

1. The Contractor shall secure the site (where demolition activities occur) with orange construction fencing. The fencing shall be installed and maintained by Contractor at all times in order to prevent access to the demolition area by unauthorized individuals. Upon completion of demolition activities, the Contractor shall remove fencing.

2. Inoperable automobiles, trucks, boats and trailers shall be removed from the site by
acceptable and approved towing methods. Unless notified otherwise, these items shall become the property of the Contractor. The Contractor will be responsible for all removal costs and not reimbursable to the City.

3. All relevant street side appurtenances, including fire hydrants, fencing and street signs, shall be left undamaged during demolition and debris removal. Damaged, disconnected and/or out-of-place street side appurtenances, such as fire hydrants, manhole covers and street signs, shall not be collected, unless otherwise directed by the City’s designated representative. Locations of previously-damaged appurtenances shall be reported to the City of Winston-Salem’s designated representative at the onset of the project. The Contractor shall make repairs to all street side appurtenances, which were damaged due to the negligence of the Contractor. Damages caused by the fault or negligence of the Contractor will not be reimbursable under this contract.

4. Propane cylinders may be located in debris. If found, propane cylinders shall be stored on-site and the City of Winston-Salem’s designated representative shall be notified. Propane cylinder disposal measures shall be undertaken at the discretion of the City of Winston-Salem’s designated representative upon consultation with the State of North Carolina Department of Environment and Natural Resources.

5. The Contractor is responsible for collecting and transporting debris. All truck hauling must comply with State Department of Transportation regulations. After being loaded in the work area, trucks shall have their loads trimmed so that no debris extends horizontally beyond the bed in any direction. All trucks utilized in hauling debris shall be provided with a means to effectively contain the debris on the vehicle while hauling.

6. Any material, which is found to be classified as hazardous or toxic waste shall be reported immediately to the City of Winston-Salem’s designated representative. At the City of Winston-Salem designated representative’s direction, this material shall be segregated from the remaining debris in such a fashion as to allow remaining debris to be loaded and transported. The hazardous or toxic waste must be disposed of in accordance with federal, state, and local ordinances.

7. The Contractor is to notify the City of Winston-Salem’s designated representative immediately of any situation which causes a health or safety risk to workers on site.

8. The use of burning at the project site for the disposal of refuse and debris will not be permitted. The use of explosives will not be permitted.

9. The Contractor must comply with all state and federal laws, regulations, policies and guidelines and take all necessary precautions to identify and protect threatened or endangered species and wetland habitats throughout the duration of the project. Please
refer to Appendix A for identification purposes of threatened or endangered species in Forsyth County, which is being presented to attending contractors at the pre-bid meeting.

10. The Contractor shall verify whether or not underground storage tanks are present at the project site. If underground tanks are found to be present, the Contractor must notify the City of Winston-Salem’s designated representative prior to any attempt to remove the tanks. Removal of underground fuel storage tanks and surrounding contaminated materials shall be removed and disposed of in accordance with local, state, and federal regulations.

11. The crawlspace area shall be filled with unclassified, clean soil (soil must be free of organic material, rock, gravel, and foreign matter). The compaction rate of the soil must achieve at least 85 percent, when evaluated with standard proctor compaction testing procedures. The Contractor shall submit certified documentation verifying the compaction rate from a North Carolina licensed soil engineer. Upon completion of this task item, the City’s designated representative shall be notified so that a visual inspection can be conducted.

12. All areas of the site where impervious surfaces have been removed shall be backfilled, graded, and contoured to existing site topography. Clean soil shall be added to provide a minimum six (6) inch layer of soil capable of encouraging vegetation. The Contractor shall sow grass seed with soil amendments and cover with straw to all disturbed soil surfaces. Vegetative ground cover shall be established within fourteen (14) calendar days of seeding. If drought conditions exist during the establishment period of the sown grass seed, the Contractor shall irrigate the affected areas until the vegetative cover reaches a minimum height of six (6) inches. Please reference the attached Seeding and mulching document for further technical specifications; this contract calls for Type I Seeding and Mulching (and soil amendments) requirements. The Contractor shall submit all certified seed tags to the City’s designated representative as proof of compliance with this specification. Final payment will not be approved until the City designated agent determines that six (6) inches of permanent vegetative cover has been established.

13. The circular concrete driveway that extends from the end of Marguerite Park Drive is only partially on the City owned property at 2860 Marguerite Park Drive. The property line has been marked along the concrete. The contractor is to saw cut the concrete six (6) inches inside of the property line and remove the driveway. Six (6) inches of concrete must be maintained on the City owned property side of the property line to ensure that none of the concrete is removed from the property not owned by the City.

14. Trees, which have been marked with an orange painted “X”, shall be removed from the site. The Contractor shall remove core root wads, backfill, and compact the cavities with clean soil. The compaction rate of the soil must achieve at least 85 percent, when evaluated with standard proctor compaction testing procedures. Clean soil (and soil
amendments) shall be added to provide a minimum six (6) inch layer of soil capable of encouraging vegetation.

15. Two trees, at the rear of the property, along the stream bank, have been marked with blue and white flagging tape. These trees are to left in place and protected against damage as they are memorial trees and have been requested to remain in place by the previous owner.

16. Only vegetation, which directly restricts demolition work or has been designated for removal, may be removed as part of this demolition project. Any additional vegetation removal will be done at the Contractor’s expense.

17. All abandoned utilities shall be terminated two (2) feet below the finish grade of the site. Upon completion of this task item, the City of Winston-Salem’s designated representative must be notified so that a visual inspection can be conducted. The residential sewer line must be properly terminated at the connecting sewer main; the abandoned pipe must be filled with non-excavatable flowable fill.

18. Construction vehicles and equipment used for this project shall be in good working order for minimizing pollutant emissions. The Contractor shall implement measures to prevent spillage or leakage of chemicals, fuels, oils, or sewer-related wastes during project work. Any spills or leaks shall be remediated immediately with exposed pollutants to be contained and disposed (at the Contractor’s expense) in accordance with all applicable federal, state, and local regulations.

19. The Contractor shall implement the practice of watering demolition material for on-site dust suppression purposes, as needed.

20. All fencing within the property boundaries shall be removed from the site during demolition.

21. There is a sewer main that traverses the back yard of the property. The Contractor shall build the sewer line crossing in accordance with the enclosed construction detail. The sewer line crossing must be installed prior to accessing the back portion of the site; the Contractor shall use the crossing at all times when traversing sewer main with heavy equipment. The Contractor must avoid impacts to the sewer line that runs parallel with the driveway on the west side of the property when work is done to remove the driveway.

22. The Contractor must remove woody debris from perennial stream (if present), which borders the southern property boundary.

23. Contractor must coordinate with Duke Energy to have the light and light pole removed that is in place at the edge of the driveway behind the structure.
SEEDING AND MULCHING: The unit price for "Seeding and Mulching" shall include: preparing seedbeds; furnishing and thoroughly incorporating into the soil lime and fertilizer; furnishing and covering seed; furnishing, placing and securing a mulch covering and other operations incidental to establishing an acceptable full ground cover.

Grass and weeds, if any, shall first be cut or otherwise disposed of satisfactorily. Areas to be seeded shall be brought to the proper line, grade and cross-section as shown on the plans or as required by the Engineer. Minor shaping and smoothing of uneven and rough areas outside of the graded section shall be done as directed by the Engineer in order to provide for more effective erosion control and for ease of subsequent mowing operations. All rocks shall be removed for Type I seeding and all rocks over 2" in diameter shall be removed for Type II seeding.

The soil shall be scarified or otherwise loosened to a depth of not less than five (5) inches. After initial scarification, dolomitic limestone and fertilizer shall be applied to the soil and worked in thoroughly the scarified zone. The top two or three inches of soil shall be worked into a satisfactory seedbed, free of clods, by discing, using drags, harrows, or other appropriate means. The preparation of the seedbed shall not be done when the soil is frozen, extremely wet or otherwise in an unfavorable working condition. The Contractor shall get the Engineer's approval of the finish grading and seedbed preparation prior to seeding. Failure to comply may result in the Contractor reworking the unapproved areas at his cost.

Seed shall be distributed uniformly over the seedbed at the specified rate of application. The seedbed shall be lightly raked or dragged so as to cover the seed with a layer of soil. The seedbed shall be compacted as directed by the Engineer.

Type I Seeding, Application Rate Per 1000 Square Feet (lawns or other focal areas):

- 100 lbs. of lime
- 20 lbs. of 10-20-20 or 20 lbs. of 10-10-10 in combination with 4 lbs. of 0-46-0 5 lbs. of tall fescue, containing a blend of 2 or more tall fescues
- 1 lb. of Ken blue or Kentucky Bluegrass
- 1 lb. of winter annual rye (November 1 to March 1)

Type II Seeding, Application Rate Per 1000 Square Feet (general or low maintenance areas):

- 100 lbs. of lime
- 15 lbs. of 10-20-20 or 15 lbs. of 10-10-10 in combination with 3 lbs. of 0-46-0
- 4 lbs. of tall fescue, containing a blend of 2 or more tall fescues
- 1 lb. of sericea lespedeza (use unscarified seed August 15 to February 1)
- 1/4 lb. of German millet (May 1 to August 15)
- 1 lb. of rye grain (prior to May 1 or after August 15)

Seeding mixtures other than those listed above shall be approved by the Engineer prior to seeding.
(c) Applying Mulch

Mulch shall consist of grain straw or other equally satisfactory material approved by the Engineer. Mulch shall be spread uniformly over the area by hand or by mechanical spreader at the rate of 2 bales per 1000 square feet minimum. The mulch shall be applied uniformly to allow some sunlight to penetrate and air to circulate, while serving to partially shade the ground, reduce erosion, and conserve soil moisture. Mulch shall be held in place by means of stakes and twine, spraying of an asphalt emulsion or other means approved by the Engineer.

The rate of application of an asphalt emulsion will be sufficient to bond together the mulch particles without giving a heavy coating of the asphalt material. Adequate precautions shall be taken to prevent spraying asphalt emulsion on cars, fire hydrants, or other structures. The Contractor shall clean any structures that are sprayed.
Note: This spec was created by a city traffic engineer for another demolition project in 2016. The design of the sewer crossing is still accurate for this project, only the address reference and parcel layout are changed. Contractors should refer to this design on the current project whenever crossing the sewer line with heavy equipment.

**Temporary Equipment Crossing for Existing Sanitary Sewer Line.**

- **Geosynthetic Type IV**
- **Stone Thickness:** 2' minimum
- **Stone Type:** NCDOT ABC
- **Crossing Location:** To be determined by the contractor.

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**Notes:**

1. Unroll the geosynthetic in the direction of travel.
2. Adjacent sections of the geosynthetic should overlap a minimum of 2.5 feet.
3. The temporary equipment crossing shall be centered upon and perpendicular to the sanitary sewer line.

**Scale:** 1:300