

CONNECTING COMMUNITY



Concord Kannapolis Area Transit

## **Invitation for Bids (Re-Bid)**

(Bid #2592, Project #051, Set #1)

## **Construction of Rider Transit Bus Stop Improvements**

Issued: August 9<sup>th</sup>, 2023

Due/Bid Opening: September 6<sup>th</sup>, 2023 11:00 AM EDT

Rider Transit  
45 Transit Court NW  
Concord, NC 28025



## CONNECTING COMMUNITY

### **Invitation for Bids (Re-Bid) (Bid #2592, Project #051, Set #1)** **Construction of Rider Transit Bus Stop Improvements**

- 1. Issue date:** Wednesday, August 9<sup>th</sup>, 2023
- 2. Submittal deadline/Public bid opening:** Sealed bids will be received by City of Concord/Rider Transit at the Rider Transit Center, located at 45 Transit Ct NW, Concord, NC 28025 until Wednesday, September 6<sup>th</sup>, 2023 at 11:00 AM EDT. Promptly thereafter, bids will be publicly opened and read aloud in the conference room of the Rider Transit Center. Envelopes containing bids must be sealed and addressed to Mr. Andy Christy, Deputy Transit Director, 45 Transit Ct NW, Concord, North Carolina 28025. Envelopes must be marked as follows: "Construction of Rider Transit Bus Stop Improvements" (Bid #2592, Project #051, Set #1)" with Contractor's name and license listed on the envelope. Bids received after the deadline will be deemed late and will not be considered. The Bid Form is included in 'Exhibit H' of this set of documents.
- 3. Optional pre-bid meeting:** Thursday, August 17<sup>th</sup>, 2023 at 11:00 AM EDT  
Location: Virtual, Zoom Meeting  
<https://us02web.zoom.us/j/85895054352?pwd=dnBYMTFxdkREMEE2eFBodEZqdXMvQT09>  
Meeting ID: 858 9505 4352; Passcode: 624177
- 4. Questions/requests for clarification:** All questions and/or requests for clarification must be submitted by email to Andy Christy, Deputy Transit Director at [christya@concordnc.gov](mailto:christya@concordnc.gov) by Wednesday, August 23<sup>rd</sup>, 2023 at 11:00 AM EDT. Rider Transit will provide an official written response to questions received by the respective deadline and will post responses in a comprehensive document in the form of an addendum by Thursday, August 24<sup>th</sup>, 2023 at 5:00 PM EDT.
- 5. Overview and General Scope**  
The City of Concord, specifically Concord Kannapolis Area Transit (Rider Transit), requires construction for improvement of nineteen of its existing bus stops within the Rider Transit service area. Fourteen bus stop sites are within Concord; five sites are within Kannapolis. The work under this contract generally includes, but is not limited to, demolition of existing infrastructure, addition of concrete pads, curb and gutter, sidewalks, stormwater controls, and installation and cleaning of bus stop amenities including bus stop shelters and related accessories and seating systems, as well as other related items. In total, six Tolar bus shelter systems and thirteen Simme-Seat systems will be installed. Work will be completed in accordance with the included Construction Plans Set and Project Special Provisions.



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### 6. Bidder Requirements

To be considered for this project, bidders (and all subcontractors) must be licensed Contractors in the State of North Carolina. A 5% bid bond must accompany each bid. The successful Bidder will be required to furnish a 100% Performance Bond (on form provided by the City of Concord) and a 100% Payment Bond as security for the faithful performance and the payment of all bills and obligations arising from the performance of the work.

### 7. Contracting Requirements

As part of the contract with the City of Concord, the selected contractor will be required to:

- Complete vendor registration with the City of Concord;
- Comply with all required clauses in Federal Third-Party Provisions for Federal Transit Administration-Funded Contracts;
- Have an active registration with the federal System for Award Management ([www.sam.gov](http://www.sam.gov));
- Provide proof of minimum insurance requirements as prescribed by the City of Concord;
- Conform to the labor standards set forth in the Contract Documents;
- Provide additional documentation as requested.

While there is no Disadvantaged Business Enterprise (DBE) goal for this project, DBEs registered with NCDOT and Small Businesses are encouraged to bid on this project.

### 8. Additional Information

All bid documents and any addenda will be posted and available for viewing and download at the two following websites:

- <https://ckrider.com/about/#doing-business>
- <https://concordnc.gov/Departments/Finance/Purchasing/RFPs-RFQs-and-Bids>

A portion of this project will be federally funded. This solicitation does not obligate Rider Transit or the City of Concord to contract for the services specified herein. Rider Transit reserves the right to reject any and all bids and to waive any minor regularities in any bid. Rider Transit staff intends to recommend to the Concord Kannapolis Transit Commission, Kannapolis City Council, and Concord City Council award of a firm fixed price contract to the responsive and responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is lowest in price. The contract will ultimately be awarded by Concord City Council.

**Andy Christy, AICP**

*Deputy Transit Director*

Concord Kannapolis Area Transit

Rider Transit Center

45 Transit Ct NW, Concord, NC 28025

[christya@concordnc.gov](mailto:christya@concordnc.gov)

## STANDARD FORM CONSTRUCTION CONTRACT

This contract (together with all exhibits and valid amendments, the "Agreement" or the "Contract") is made and entered into as of the Notice to Proceed Date specified on EXHIBIT "M", by the City of CONCORD ("City") and \_\_\_\_\_ ("Contractor"), ( X ) a corporation, ( ) a professional corporation, ( ) a professional association, ( ) a limited partnership, ( ) a sole proprietorship, or ( ) a general partnership; organized and existing under the laws of the State of North Carolina.

**Sec. 1. Background and Purpose.** The City of Concord, specifically Concord Kannapolis Area Transit (Rider Transit), requires construction for improvement of nineteen of its existing bus stops within the Rider Transit service area.

**Sec. 2. Services and Scope to be Performed.** The Contractor shall provide the services at the charges set forth either in this paragraph or in Exhibit "A". Additional exhibits may be used to further define this Agreement when the Contractor and City so agree. Any additional exhibits shall be designated as exhibits to the Agreement with capitalized, sequential letters of the alphabet, shall be attached hereto and incorporated herein by reference as if the same were fully recited, and shall become terms of this Agreement upon execution by both parties.

In this Contract, "services" means the services that the Contractor is required to perform pursuant to this Contract and all of the Contractor's duties to the City that arise out of this Contract. Any amendments, corrections, or change orders by either party must be made in writing signed in the same manner as the original. (This form may be used for amendments and change orders.) The City reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

**Sec. 3. Complete Work without Extra Cost.** Unless otherwise provided, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

**Sec. 4. Compensation.** The City shall pay the Contractor for the Work as described in this paragraph below OR as described in Exhibit "A" attached. In the event of a conflict, the provisions of this paragraph shall control. Any additional expenses or charges shall only be paid after both the City and the Contractor agree to and execute a written change order. The City shall not be obligated to pay the Contractor any fees, payments, expenses or compensation other than those authorized in this Contract or in a duly-approved change order. All payments shall be deemed inclusive of tax and other obligations.

**Sec. 4a. Retainage.** The City shall withhold no retainage on Contracts having a "total project cost" of less than \$100,000.00. The City may withhold retainage on contracts having a total project cost between \$100,000 and \$299,999. The City shall withhold retainage on contracts whose total project cost exceeds \$300,000. When withheld, retainage shall equal no more than five percent of each progress payment. When the project is fifty per cent complete, the City shall not retain anything from future project payments provided that (i) the surety concurs in writing, (ii) the Contractor continues to perform satisfactorily, (iii) any non-conforming work identified in writing by the architect, engineer(s) or City has been corrected by the Contractor and accepted by the architect, engineer(s) or City. However, if the City determines that the Contractor's performance is unsatisfactory, the City may withhold up to five percent retainage from each project payment. The City may withhold additional amounts above five percent for unsatisfactory job progress, defective construction not remedied, disputed work, third party claims filed against the owner or reasonable evidence that a third-party claim will be filed.

Definitions:

"Total Project Cost": Total value of the Contract and any approved change orders or amendments.

**“Project is Fifty Percent Complete”:** When the Contractor’s validly-issued gross project invoices (excluding the value of the materials stored off-site) equal or exceed fifty percent of the value of the Contract, except that the value of materials stored on-site shall not exceed twenty percent of the Contractor’s gross project invoices for the purpose of determining whether the project is fifty percent complete.

**Sec. 5. Term.** The Contractor shall commence work on the Notice to Proceed Date specified on EXHIBIT “M” from the City. The date of the written Notice to Proceed on Exhibit “M” date shall be the “Commencement Date.” All work as set forth in the Scope of Services in Exhibit “A” shall be completed within 180 calendar days of the Commencement Date. The date that is 180 calendar days from the Commencement Date shall be the “Completion Date.” All work as set forth in the Scope of Services in Exhibit “A” shall be completed between the “Commencement Date” and the “Completion Date”. Any portion of the work that is specified and directed by the City to Contractor to be complete on a date before the “Completion Date” shall made in writing between the City and Contractor. Time is of the essence with regard to this Project. If Contractor’s obligations are not completed by the Completion Date, the City reserves the right to nullify this Agreement, order the Contractor to immediately cease all work under this Agreement and vacate the premises, and to seek professional services equivalent to those outlined in Exhibit “A.” The Contractor shall be held accountable for all damages incurred by the City as a consequence of the missed Completion Date or other specified and directed date for completion of a portion of the work as scheduled between the City and Contractor. The exercise of any of these rights by the City shall not be interpreted to prejudice any other rights the City may have under this Agreement or in law or equity. This Contract shall not be automatically extended unless agreed to in writing by the City or as provided in Exhibit “G”.

**Sec. 6. Contractor’s Billings to City.** Payments will be made in accordance with the schedule found in this section below OR attached at Exhibit “G”. Contractor shall submit an original pay request (invoice) to the City Purchasing Agent by the first of each month in order to expedite payment. Upon receipt of the request the City Purchasing Agent shall verify the amounts and if correct forward the request to the Accounts Receivable Division of the Finance Dept. Final payment on the Contract shall be made in 45 days, except in the case of retainage. Within 60 days after the submission of the final pay request, the City (with the written consent of the surety) shall release to the Contractor all retainage payments IF the City receives a certificate of substantial completion from the architect, engineer or designer-in-charge of the project OR the City receives beneficial occupancy and use of the project. In either case, the City may retain up to 2.5 times the estimated value of the work to be completed or corrected.

**Sec. 7. Insurance.** Contractor shall maintain and cause all sub-contractors to maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers’ Compensation	\$500,000 each accident, \$500,000 bodily injury by disease each employee, \$500,000 bodily injury by disease policy limit
General Liability	\$1,000,000 per occurrence regardless of the contract size
Automobile Liability	\$1,000,000 per occurrence regardless of the contract size
Umbrella	<input checked="" type="checkbox"/> \$1,000,000 per occurrence if contract does not exceed 180 days; otherwise, <input type="checkbox"/> \$2,000,000 per occurrence

Contractor shall provide a Certificate of Insurance to the City listing the City as an additional insured. Such Certificate shall be in a form acceptable to the City.

**Sec. 8. Documentation Requirements:**

A. Contractor shall provide the City with a **Certificate of Insurance** for review prior to the issuance of any contract or Purchase Order. Certificates of insurance must be submitted on an Acord Form (revised 2010/05), and the City must be named as additional insured on all lines of coverage, except for Professional liability and Workers' Compensation. Contractor shall provide a Certificate of Insurance to the City listing the City as additional insured as required by written contract. The General Liability, Automobile Liability and Workers Compensation policies include a Waiver of Subrogation in favor of the City of Concord. The Umbrella Policy shall follow the form of the General Liability and Automobile Liability Policies. All Certificates of Insurance will require written notice by the insurer or Contractor's agent in the event of cancellation, reduction or other modifications of coverage by the insurer. Such notice shall be not less than 30 days for nonrenewal by the insurer, not less than 10 days for cancellation due to nonpayment of the premium and as soon as possible for all other types of modifications. In addition to the notice requirement above, Contractor shall provide the City with written notice of cancellation, reduction, or other modification of coverage of insurance whether instigated by the insurer or by the Contractor immediately upon Contractor's receipt of knowledge of such modifications. Upon failure of the Contractor to provide such notice, Contractor assumes sole responsibility for all losses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for the insured period in which the initial contract period begins and shall be renewed by the Contractor for each subsequent renewal period of the insurance for so long as the contract remains in effect.

The City shall be named as an **additional insured** on all policies except Workers' Compensation and professional liability and it is required that coverage be placed with "A" rated insurance companies acceptable to the City. Statement should read, "City of Concord is added as an additional insured as evidenced by an endorsement attached to this certificate." Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event that the Contractor fails to maintain and keep in force the insurance herein required, the City has the right to cancel and terminate the Agreement without notice.

Without limiting the coverage required pursuant to this Agreement, Contractor shall provide Workers' Compensation insurance if it employs three or more employees. The Worker's Compensation insurance shall have the North Carolina mandated statutory limits. Contractor shall fully comply with all applicable laws including, but not limited to, North Carolina's Workers' Compensation Act (Chapter 97 of the NC General Statutes).

B. Contractor shall provide a completed W-9 form to the City prior to execution by the City of this Agreement.

**Sec. 9. Performance of Work by Contractor.**

(a) The Contractor warrants that all work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of 1 year from the date of issuance by the City of written final completion of the work.

(b) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to City - owned or controlled real or personal property, when that damage is the result of--

- (1) The Contractor's failure to conform to contract requirements; or
- (2) Any defect of equipment, material, workmanship, or design furnished.

(c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(d) The City shall notify the Contractor, in writing, within a reasonable time, not to exceed 30 days, after the discovery of any failure, defect, or damage.

(e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time, not to exceed 30 days unless otherwise agreed in writing and signed by the City Manager or his designee, after receipt of notice, the City shall have the right to replace repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice,

(2) Require all warranties to be executed, in writing, for the benefit of the City, if directed to do so by the City; and

(3) Enforce all warranties for the benefit of the City, if directed to do so by the City

(g) In the event the Contractor's warranty has expired, the City may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the City nor for the repair of any damage that results from any defect in City-furnished material or design.

**Sec. 10. Performance of Work by City.** If the Contractor fails to perform the Work in accordance with the schedule referred to in Exhibit "A", the City may, in its discretion, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor reasonable notice of its intention. The Contractor shall reimburse the City for all costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

**Sec. 11. Attachments.** Additional exhibits may be used to further define this Agreement when the Contractor and City so agree. Any additional exhibits shall be designated as exhibits to the Agreement with capitalized, sequential letters of the alphabet, shall be attached hereto and incorporated herein by reference as if the same were fully recited, and shall become terms of this Agreement upon execution by both parties.

*The following attachments* are made a part of this Contract and incorporated herein by reference:

- (a) Exhibit "A" – Scope of Services / Fee for Scope of Services.
- (b) Exhibit "B" – Contractor must execute the Affidavit attached as Exhibit "B", attesting to compliance with state and federal laws related to E-Verify.
- (c) Exhibit "C" – Tax Form(s).
- (d) Exhibit "D" - Certificate of Insurance.
- (e) Exhibit "E" – FTA Clauses.
- (f) Exhibit "F" – Finance Forms.
- (g) Exhibit "G" – Bond Forms.
- (h) Exhibit "H" – Bid Form and Instructions.
- (i) Exhibit "I" – Construction Plan Set.

- (j) Exhibit “J” – Technical Specifications.
- (k) Exhibit “K” – Sam.gov Certificate
- (l) Exhibit “L” – Notice of Award.
- (m) Exhibit “M” – Notice of Proceed

In case of conflict between an attachment and the text of this contract excluding the attachment, the text of this contract shall control. Any attachment that materially alters the standard terms contained herein must be reviewed by the City Attorney and approved by the City in writing.

**Sec. 12. Notice.** (a) All notices and other communications required or permitted by this Contract shall be in writing and shall be given either by personal delivery or certified United States mail, return receipt requested, addressed as follows:

To the City:  
 Andy Christy, AICP  
 Transportation Manager  
 45 Transit Ct NW  
 Concord, NC 28025

To the Contractor:  
 VaLerie Kolczynski, Esq.  
 City Attorney  
 PO Box 308  
 Concord, NC 28026

(b) **Change of Address, Date Notice Deemed Given:** A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this Contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever first occurs.

**Sec. 13. Indemnification.** To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the City of Concord, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this Contract as a result of the acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence of the City its agents, officers, or employees. In performing its duties under this section, the Contractor shall at its sole expense defend the City of Concord, its agents, officers, and employees with legal counsel reasonably acceptable to City. As used in this subsection – “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney’s fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this Contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this Contract. This section shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this Contract.

**Sec. 14. Corporate Status.** If the Contractor is dissolved or suspended and the Contractor does not notify the City of such dissolution within three (3) business days from date of dissolution or suspension, and/or the corporate status is not reinstated within thirty (30) days, this Contract, at the sole option of the City and without prejudice to City’s other remedies, shall be declared null and void or the Contractor shall execute a new contract showing the Contractor’s correct legal entity.

**Sec. 15. Miscellaneous.**



(a) Choice of Law and Forum. This Contract shall be deemed made in Cabarrus County, North Carolina. This Contract shall be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Contract shall be the appropriate division of the North Carolina General Court of Justice, in Cabarrus County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out this Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this Contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this Contract shall be unenforceable, the remainder of this Contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this Contract. Unless the City otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this Contract and all of the City's claims that arise out of this Contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this Contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law. Without limitation, Contractor shall comply with the requirements of Article 2, Chapter 64 (Verification of Work Authorization) of the North Carolina General Statutes relating to E-Verify. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Pursuant to the requirements of the Iran Divestment Act, N.C.G.S. § 143C-6A-1, et. seq., Contractor certifies that that as of the Effective Date of this Agreement, Contractor is not on the Final Divestment List as created by the State Treasurer in compliance with N.C.G.S. § 143-6A-4 and located at [www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran). Furthermore, Contractor agrees that it will not enter into any subcontracts for the performance of this Agreement with any entity on the Final Divestment List.

(g) City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Contractor agrees as follows:  
(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or disability. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions.  
(2) The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability.

(i) No Third Party Right Created. This Contract is intended for the benefit of the City and the Contractor and not any other person.

(j) Principles of Interpretation. In this Contract, unless the context requires otherwise the singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "person" includes natural persons, firms, companies associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

(k) Modifications, Entire Agreement. A modification of this Contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or other duly authorized official signs it for the City. This Contract contains the entire agreement between the parties pertaining to the subject matter of this Contract. With respect to that subject matter,

there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Contract.

(l) Corporate Seal. If a corporate seal is included by any party to this Contract, it is only for authentication purposes. This Contract is not signed under seal.

(m) No Employment Relationship. For all matters relating to this Agreement, Contractor shall be deemed an Independent Contractor. Nothing in this Agreement shall be construed in such a manner as to create an employee-employer relationship between City and Contractor.

**(The following section applies to construction contracts only if amount is over \$50,000)**

**Sec. 16. Bonding.** Both performance and payment bonds for the full amount of this Contract are required to be attached. Instead of bonds, you may submit a deposit of money, certified check or government securities for the full amount of the Contract. The performance bond shall have a value equal to 100% of this Contract. This bond shall be conditioned upon faithful performance of the Contract in accordance with the plans, specifications and conditions of the Contract. The performance bond shall be solely for the protection of the City. The payment bond shall be in an amount equal to 100% of the Contract, and 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 performance labor for which a contractor or subcontractor is liable.

**Sec. 17. Dispute Resolution.** It is understood and agreed that NCGS 143-128(f1-g) requires that disputes arising under an agreement for the erection, construction, alteration or repair of a building be subject to a dispute resolution process specified by the City. The amount in controversy shall be at least \$15,000.00 before this dispute resolution procedure may be used. In compliance with this statutory provision, the City specifies this Section as the dispute resolution process to be used on this Project. It is further understood and agreed that this dispute resolution process is based on non-binding mediation and will only be effective to the extent that the Parties to any mediated dispute participate in the mediation in good faith. It is also understood and agreed that the City is under no obligation under any circumstance to secure or enforce the participation of any other Party in the mediation of any dispute subject to this Section and NCGS 143-128(f1-g).

**This Section 17 does not apply to:**

- (a) The purchase and erection of prefabricated or relocatable buildings or portions of such buildings, except that portion of the work that must be performed at the construction site; or**
- (b) The erection, construction alteration or repair of a building when the cost of such building is \$300,000 or less.**

17.1 Any dispute arising between or among the Parties listed in Section 17.3 that arises from an agreement to construct the Project, including without limitation a breach of such agreement, shall be subject to non-binding mediation administered by the American Arbitration Association under its Construction Industry Mediation Rules (“Rules”), except as otherwise expressly set forth in this Section. To the extent any provision of the Rules is inconsistent with the provisions of this Section, the provisions of this Section shall control. The mediation provided in this Section shall be used pursuant to this Agreement and NCGS 143-128(f1-g) and is in lieu of any dispute resolution process adopted by the North Carolina State Building Commission, which process shall not apply to this Project.

17.2 For purposes of this Section the following definitions shall apply:

- a. *Agreement to construct the Project* means an agreement to construct the Project that is subject to the requirements of NCGS 143-128 and does not include any agreement related to the Project that is not subject to said statute.

b. *Construct or construction* refers to and includes the erection, construction, alteration or repair of the Project.

c. *Party or Parties* refers to the parties listed in Section 16.4.

d. *Project* means the building to be erected, constructed, altered or repaired pursuant to this Agreement.

17.3 The City and any Party contracting with the City or with any first-tier or lower-tier subcontractor for the construction of the Project agree to participate in good faith in any mediation of a dispute subject to this Section and NCGS 143-128(f1-g), including without limitation the following Parties (if any): architect(s), engineer(s), surveyor(s), construction manager, construction manager at risk, prime contractor(s), surety(ies), subcontractor(s), and supplier(s).

17.4 In order to facilitate compliance with NCGS 143-128(f1-g), the Contractor and all other Parties shall include this Section 17 in every agreement to which it (any of them) is a Party for the construction of the Project without variation or exception. Failure to do so will constitute a breach of this Agreement, and the Contractor or other Party failing to include this Section in any agreement required by this Section shall indemnify and hold harmless the remaining Parties from and against any and all claims, including without limitation reasonable attorney fees and other costs of litigation, arising in any manner from such breach. Notwithstanding the foregoing provisions of this Section, it is expressly understood and agreed that the Parties are intended to be and shall be third-party beneficiaries of the provisions of this Section and can enforce the provisions hereof.

17.5 The following disputes are not subject to mediation: (i) a dispute seeking a non-monetary recovery; and (ii) a dispute seeking a monetary recovery of \$15,000 or less.

17.6 A dispute seeking the extension of any time limit set forth in an agreement to construct the Project shall be subject to mediation pursuant to this Section and NCGS 143-128(f1-g), but only if the damages which would be suffered by the Party seeking the extension would exceed \$15,000 if the disputed extension is denied. To the extent that liquidated damages are set forth in such agreement as the measurement of damages for failure by such Party to meet such time limit, such liquidated damages shall be the exclusive standard for determining the amount of damages associated with such dispute.

17.7 For purposes of this Section, a dispute is limited to the recovery of monetary damages from the same transaction or occurrence against a single Party or two or more Parties alleged to be liable jointly, severally or in the alternative. Two or more disputes may not be consolidated or otherwise combined without the consent of all Parties to such disputes.

17.8 In addition to such matters as are required by the Rules, a request for mediation shall include the amount of the monetary relief requested.

17.9 Prior to requesting mediation, a Party must form a good faith belief that it is entitled under applicable law to recover the monetary amount to be included in the request from one or more of the remaining Parties. Such belief must be based on a reasonable and prudent investigation into the dispute that is the subject of the request. The request for mediation must be based on such investigation and may not include any amount or the name of any remaining Party, unless supported by such investigation and good faith belief by the Party requesting the mediation.

17.10 If a Party breaches any provision of Section 17.9, it shall indemnify and hold harmless all other Parties from any costs, including reasonable attorney fees and other costs of litigation, and damages incurred by such other Parties that arise from such breach.

17.11 All expenses incurred by a Party to a dispute in preparing and presenting any claim or defense at the mediation shall be paid by the Party. Such expenses include without limitation preparation and production of witnesses and exhibits and attorney fees. All other expenses of the mediation, including filing fees and required traveling and other expenses of the mediator, shall be borne as follows: one half by the Party requesting the mediation, with the remaining parties paying equal shares of the remaining expenses and costs; provided that, if the City is named as a party to the mediation, the City shall pay at least one-third of the mediation expenses and costs divided among the Parties. If more than one Party to a dispute requests a mediation, the mediation expenses and costs to be divided among the Parties shall be borne equally by the Parties to the dispute; provided that, if the City is named as a Party to the mediation, the City shall pay at least one-third of the mediation expenses and costs divided among the Parties.

17.12 The mediation shall be held at a location agreeable to the mediator and all of the Parties; provided that, if no agreement can be reached, the mediation will be held at such location in Cabarrus County as the mediator shall determine.

17.13 The provisions of this Section are subject to any other provision of this Agreement concerning the submission, documentation and/or proof of any claim or dispute. Such other provisions shall apply in full force and shall be satisfied as a condition precedent to mediation pursuant to this Section.

17.14 The Parties understand and agree that mediation in accordance with this Section shall be a condition precedent to institution of any legal or equitable proceeding seeking monetary recovery based on any dispute that is subject to mediation pursuant to this Section.

**Sec. 18. Breach.** In the event of a violation of any material term of this Agreement, the non-violating party may terminate the Agreement upon written notice. Such notice shall state the violation with specificity and shall give ten (10) days to cure the violation. The cure period shall be measured as ten (10) days from the date of receipt of notice by the violating party, or, if the date is not known, then thirteen (13) days from the date the notice is placed in the United States Post. If the violation remains uncorrected at the end of the cure period, the Agreement shall be terminated without any further action by the non-violating party. Any remaining disputes shall be subject to the dispute resolution procedure set forth above, if applicable.

[Signature Page to Follow]

IN WITNESS WHEREOF, the City of Concord and the Contractor have caused this Contract to be executed by their respective duly authorized agents or officers.

CITY OF CONCORD:

Contractor

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Signature of President/Vice President/Manager/Partner

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST BY:

Date: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

ATTEST:

BY: \_\_\_\_\_  
Signature of Vice President, Secretary, or other officer

Printed Name: \_\_\_\_\_

APPROVED AS TO FORM:

Title \_\_\_\_\_

\_\_\_\_\_  
Attorney for the City of Concord

SEAL

**APPROVAL BY CITY FINANCE OFFICER**

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Signature

## EXHIBIT "A"

This document is an Exhibit to the Agreement for Construction of Rider Transit Bus Stop Improvements between the CITY OF CONCORD and \_\_\_\_\_ dated Notice to Proceed Date specified on EXHIBIT "M."

### Scope of Services:

**Fee for Scope of Services:** The City of Concord, specifically Concord Kannapolis Area Transit (Rider Transit), requires construction for improvement of nineteen of its existing bus stops within the Rider Transit service area. Fourteen bus stop sites are within Concord; five sites are within Kannapolis. The work under this contract generally includes, but is not limited to, demolition of existing infrastructure, addition of concrete pads, curb and gutter, sidewalks, stormwater controls, and installation and cleaning of bus stop amenities including bus stop shelters and related accessories and seating systems, as well as other related items. In total, six Tolar bus shelter systems and thirteen Simme-Seat systems will be installed. Work will be completed in accordance with the included Construction Plans Set and Project Special Provisions.

The fee for services shall not exceed \$ \_\_\_\_\_ and shall be based on unit cost format, whereby the quantities of items satisfactorily installed, verified, and accepted by the Director or his designated representative(s) shall be the actual quantities that are used in determining the basis of payment. Payment at the unit prices for the various items listed on the Bid Form will be full compensation for all the items covered by the work. In no case will the total amount paid to the Contractor exceed the not to exceed amount indicated above. Invoices shall be directed to: City of Concord Attention: Andy Christy, Transit Manager – 45 Transit Ct NW, Concord, NC 28025. Should changes or extra services be needed, which will cause a cost overrun; \_\_\_\_\_ will consult with the City for adjustments prior to conducting the work.

**EXHIBIT "B"**

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF CABARRUS

\*\*\*\*\*

I, \_\_\_\_\_ (the individual signing below), being duly authorized by and on behalf of  
\_\_\_\_\_ (the legal name of the entity entering the contract, "Employer")

after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-26.

2. Employer understands that Employers Must Use E-Verify. Each employer (as such term is defined in NCGS § 64-25), after hiring an employee (as such term is defined in NCGS § 64-25) to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a). Employer attests that Employer is in compliance with the requirements of the federal and state laws relevant to E-verify.

3. Employer is a person, business entity, or other organization that transacts business in the State of North Carolina. Employer employs 25 or more employees in this State. (mark Yes or No)

a. YES \_\_\_\_\_, or b. NO \_\_\_\_\_.

4. Employer attests that all subcontractors employed by it as part of this contract comply with the requirements of E-Verify, and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer as part of any contract with the City of Concord.

5. Employer shall have a continuing duty to inform the City of Concord of any changes to this sworn information.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Affiant  
Print or Type Name: \_\_\_\_\_

State of North Carolina County of Cabarrus

Signed and sworn to (or affirmed) before me, this the \_\_\_\_  
day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_  
\_\_\_\_\_

Notary Public

|||  
(Affix Official/Notarial Seal)



**EXHIBIT "C"**

# TAX FORMS

(To be submitted by awarded contractor)



## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

**What is FATCA reporting?** The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

**Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



**EXHIBIT "D"**

# CERTIFICATE OF INSURANCE



CONNECTING COMMUNITY



Concord Kannapolis Area Transit

**EXHIBIT "E"**

# FTA CLAUSES

## **City of Concord/Concord Kannapolis Area Transit (Rider) Federal Third-Party Provisions for FTA-Funded Contracts**

### **1. General**

The work performed under this contract will be financed, in part, by grants provided under programs of the Federal Transit Administration. Compliance with and citations to federal law, regulation, and guidance references include, but are not limited to, the FTA Master Agreement; FTA Circular 4220.1F; "Best Practices Procurement Manual", updated March 13, 1999 with revisions through October 2005; 49 CFR Part 18 (State and Local Governments) and 49 CFR Part 19 (Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations) and any subsequent amendments or revisions thereto.

**THE FOLLOWING MAY BE USED SYNONYMOUSLY:  
"BIDDER" AND "CONTRACTOR"  
"PURCHASER", "PROCURING AGENCY" AND "OWNER"**

### **2. Changes to Federal Requirements**

The Recipient agrees to include notice in each Third-Party Agreement that:

- (a) Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and
- (b) Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

### **3. Conflict of Interest**

No employee, officer, board member, or agent of the Owner shall participate in the selection, award, or administration of a contract supported by Federal Transit Administration (FTA) funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, board member, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

### **4. Civil Rights**

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any business, employee or applicant from participation, program benefits, business opportunities or employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.



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(a) The third party contractor and all lower tiers shall comply with all provisions of FTA Circular 4701.1A, "Title VI and Title VI Dependent Guidelines for Federal Transit Administration recipients", May 13, 2007.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) **Nondiscrimination on the Basis of Age** – The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance, 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age.

The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.

(4) **Nondiscrimination on the Basis of Sex** - The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 25, that prohibit discrimination on the basis of sex.

(5) **Access for Individuals with Disabilities** - The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be

### Exhibit E- FTA Clauses

made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

- (1) U.S. DOT regulations "Transportation Services for Individuals with Disabilities (ADA)" 49 C.F.R. Part 37;
  - (2) U.S. DOT regulations "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
  - (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F. R. Part 38;
  - (4) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
  - (5) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities." 28 C.F.R. Part 36;
  - (6) U.S. GSA regulations "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
  - (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
  - (8) U.S. Federal Communications Commission regulations "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 49 C.F.R. Part 64, Subpart F;
  - (9) U.S. Architectural and Transportation Barriers Compliance Board regulations, "Electronic and Information Technology Accessibility Standards." 36 C.F.R. Part 1194;
  - (10) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. part 609; and
  - (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.
- (6) **Access to Services for Persons with Limited English Proficiency.** The Contractor agrees to comply with Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg.* 74087, December 14, 2005, except to the extent that the Federal Government determines otherwise in writing.

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(7) **Environmental Justice**. The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note; and DOT Order 5620.3, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 *Fed. Reg.* 18377 *et seq.*, April 15, 1997, except to the extent that the Federal Government determines otherwise in writing.

(8) **Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections**. To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

(9) **Other Nondiscrimination Laws**. The Contractor agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable directives prohibiting discrimination, except to the extent that the Federal Government determines otherwise in writing.

(10) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

### 5. **Contracting with Disadvantaged Business Enterprises**

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs* and with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the **Procuring Agency** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

c. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Procuring Agency. In addition, these may apply:

- **the contractor may not hold retainage from its subcontractors; or**
- **is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed; or**
- **is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by**

**the Procuring Agency and contractor's receipt of the partial retainage payment related to the subcontractor's work.**

d. The contractor must promptly notify the **Procuring Agency** whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the **Procuring Agency**.

**6. Energy Conservation**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sect. 6321 et seq.

**7. Recycled Products**

The Recycled Products requirement applies to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000. These requirements flow down to all contractor and subcontractor tiers.

To the extent possible the contractor agrees to comply with U. S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended, 42 U.S.C. 6962. The contractor agrees to provide competitive preference for products and services that conserve natural resources, protect the environment and are energy efficient, except to the extent that the Federal Government determines otherwise in writing.

**8. Debarment and Suspensions**

This contract is a covered transaction for purposes of 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940, 180.935 and 180.945.

The contractor is required to comply with 2 CFR 180, Subpart C and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the **Procuring Agency**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **Procuring Agency**, the Federal Government may pursue available remedies, including but not

## Exhibit E- FTA Clauses

limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR 180, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The Procuring Agency agrees and assures that its third party contractors and lessees will review the "Excluded Parties Listing System" at <http://epls.gov/> before entering into any subagreement, lease or third party contract.

The Procuring Agency will be reviewing all third party contractors under the Excluded Parties Listing System at <http://epls.gov/> before entering into any contracts.

***The requisite Debarment and Suspension Certification is included as ATTACHMENT B (attach additional statement if necessary) and must be executed for contracts of \$25,000 or more and prior to the award of the contract.***

### **9. Termination or Cancellation of Contract**

The Contractor agrees:

- (1) To comply with the requirements of 49 U.S.C. chapter 53 and other applicable Federal laws and regulations now in effect or later that affect its third party procurements,
- (2) To comply with U.S. DOT third party procurement regulations, specifically 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 – 19.48, and other applicable Federal regulations that affect its third party procurements as may be later amended,
- (3) To follow the most recent edition and any revisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," except as FTA determines otherwise in writing, and
- (4) That although the FTA "Best Practices Procurement Manual" provides additional third party contracting guidance, the Manual may lack the necessary information for compliance.

The City of Concord, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the project or the City of Concord. If this contract is terminated, the Owner shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination. The Contractor shall promptly submit its termination claim to the City of Concord to be paid. If the Contractor has any property in its possession belonging to the City of Concord, the Contractor will account for the same, and dispose of it in the manner the City directs.

The Owner may terminate this contract in whole or in part, for the Owner's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Owner shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Owner all equipment (property of Owner), data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If the termination is for the convenience of the Owner shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

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If the termination is for failure of the Contractor to fulfill the contract obligations, the Owner may complete the work by issuing another contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Owner.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Owner.

### 10. **No Federal Government Obligations to Third Parties**

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### 11. **False or Fraudulent Statements or Claims**

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection with this Project. Accordingly, upon execution of the underlying contract or agreement the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may apply, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement involving a project authorized under 49 U.S.C. chapter 53 or any other Federal statute, the Federal Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 or other applicable Federal statute to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### 12. **Access to Records and Reports**

The following access to records requirements apply to this Contract:

Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after that date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 C.F.R. 18.39 (i)(11).

The State of North Carolina, Office of the State Auditor, now requires that all records now be retained for five (5) years after that date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto.

**13. Incorporation of Federal Transit Administration (FTA) Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, updated February 2011 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Concord requests which would cause City of Concord to be in violation of the FTA terms and conditions.

**14. Fly America**

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly

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America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

### 15. **Cargo Preference**

46 U.S.C. 55305 and 46 CFR Part 381 impose cargo preference requirements in contracts and subcontracts in which equipment, materials or commodities may be transported by ocean vessel in carrying out the project. If the Contractor has knowledge of or anticipates any equipment, materials or commodities that may be shipped by ocean vessel, the Contractor is obligated to inform the Owner, so that additional requirements and clauses may be attached to this Contract.

### 16. **National Intelligent Transportation Systems Architecture and Standards**

To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing. (*applicable to ITS projects*)

### 17. **Davis-Bacon and Copeland Anti-Kickback Acts**

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage



## Exhibit E- FTA Clauses

determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer

## Exhibit E- FTA Clauses

shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - The City of Concord shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the City of Concord may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the

## Exhibit E- FTA Clauses

construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City of Concord for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized

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representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage

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and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(11) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**  
(For Construction Contracts Exceeding \$100,000)

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29 CFR Part 5 40 U.S.C. 3701 et seq. 40 U.S.C. 3702 Applicability to Contracts: The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts “financed at least in part by loans or grants from ... the [Federal] Government.” 40 USC 3701(b) (1) (B) (iii) and (b) (2), 29 CFR 5.2(h), 49 CFR 18.36(i) (6). The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ “laborers or mechanics on a public work” with a value greater than \$100,000. These nonconstruction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed “commercial items.” 40 USC 3707, 41 USC 403 (12) Flow down Requirements: Applies to third party consultants and sub-consultants. (1) Overtime requirements - No consultant or sub-consultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. (2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the consultant and any sub-consultant responsible therefor shall be liable for the unpaid wages. In addition, such consultant and sub-consultant shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section. (3) Withholding for unpaid wages and liquidated damages - NCTD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the consultant or sub-consultant under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or sub-consultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section. (4) Subcontracts - The Consultant or sub-consultant shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the sub-consultants to include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for compliance by any sub-consultant or lower tier sub-consultant with the clauses set forth in paragraphs (1) through (4) of this section.

### **18. Resolution of Disputes, Breaches, Defaults, or Other Litigation.**

(Applicable for contracts exceeding \$25,000)

- a) FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.
- b) Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

## Exhibit E- FTA Clauses

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
  - (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
  - (3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.
- c) Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA's prior written concurrence.
- d) Enforcement. The Recipient must pursue its legal rights and remedies available under any third party agreement or any federal, state, or local law or regulation.

### 19. **Environmental Protection (Clean Air and Clean Water)**

(Applicable for contracts exceeding \$150,000)

The Recipient agrees to comply with the regulations within the Clean Air Act (42 U.S.C. §§ 7401 – 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 – 1388), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 – 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 – 1388). Violations must be reported to the 64 Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

### 20. **Veterans Preference**

As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients: Rev. Temp PTN-130 Rev. Temp a. Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a Third-Party Contract in connection with a Capital Project supported with federal assistance appropriated or made

## Exhibit E- FTA Clauses

available for 49 U.S.C. chapter 53; and b. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

### 21. **Safe Operation of Motor Vehicles**

(a) Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and (2) Including a "Seat Belt Use" provision in each third party agreement related to the Award. (b) Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving: (i) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award; (ii) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and 91 other outreach to employees about the safety risks associated with texting while driving; and (iii) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34(b)(3)(i) – (ii) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.



Exhibit E- FTA Clauses  
**ATTACHMENT A**

CERTIFICATION REGARDING LOBBYING

**(To be submitted with all bids or offers exceeding \$100,000; must be executed prior to Award)**

The undersigned \_\_\_\_\_ certifies, to the best of his or her knowledge and belief, that:  
(Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transactions imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section A 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractors Authorized Official

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, in the State of \_\_\_\_\_;  
and the County of \_\_\_\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires \_\_\_\_\_

**ATTACHMENT B**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY and VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTION**

***(To be submitted with all bids or offers exceeding \$25,000.)***

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

DATE \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires \_\_\_\_\_



**EXHIBIT "F"**

**FINANCE FORMS**

(To be submitted by awarded contractor)

**CITY OF CONCORD VENDOR INFORMATION FORM**

**CITY OF CONCORD**

**Purchasing Division  
850 Warren C. Coleman Blvd. South  
P. O. Box 308  
Concord, NC 28026-0308  
Phone: 704-920-5441 Fax: 704-785-8856**

**LEGAL NAME OF COMPANY/CORPORATION:** \_\_\_\_\_

**DBA/DOING BUSINESS AS(IF DIFFERENT FROM LEGAL NAME)** \_\_\_\_\_

**ARE YOU A NORTH CAROLINA CORPORATION? YES \_\_\_\_\_ NO \_\_\_\_\_ IF NOT, ARE YOU REGISTERED TO DO BUSINESS IN NORTH CAROLINA? YES \_\_\_\_\_ NO \_\_\_\_\_**

**CITY OF CONCORD BUSINESS PRIVILEGE LICENSE NUMBER:** \_\_\_\_\_ **NOTE: FOR INFORMATION REGARDING PRIVILEGE LICENSE OR PRIVILEGE LICENSE FORM, CONTACT CITY OF CONCORD TAX OFFICE: 704-920-5216**

**NOTE: ALL OF THE ABOVE WILL BE REQUIRED FIELDS IN ORDER TO ESTABLISH A VENDOR NUMBER AND TO RECEIVE PAYMENT FOR ANY GOODS OR SERVICES**

**FEDERAL TAX ID#** \_\_\_\_\_ **SOCIAL SECURITY # IF INDIVIDUAL** \_\_\_\_\_

**FOR OUT OF STATE VENDORS, PROVIDE N.C.SALES TAX NUMBER** \_\_\_\_\_

**QUOTATION ADDRESS:** \_\_\_\_\_ **COUNTY** \_\_\_\_\_

**MAILING ADDRESS (PURCHASE ORDERS)** \_\_\_\_\_

**REMITTANCE ADDRESS** \_\_\_\_\_

**INVOICE PAYMENT TERMS** \_\_\_\_\_ **DISCOUNT,IF YES,EXPLAIN** \_\_\_\_\_

**MANAGER:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**SALES REPRESENTATIVE:** \_\_\_\_\_ **PHONE** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**ACCOUNTS RECEIVABLE CONTACT:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**TYPE OF DISTRIBUTOR** \_\_\_\_\_ **PRODUCTS/SERVICES OFFERED:** \_\_\_\_\_

**E-VERIFY EMPLOYER: APPLICABLE \_\_\_\_\_ OR EXEMPT \_\_\_\_\_ (LESS THAN 25 EMPLOYEES)  
ALL VENDORS MUST SUBMIT AFFIDAVIT AND RETURN WITH THIS FORM.**

*For more information: visit the City's web site at  
<http://www.concordnc.gov/departments/finance/purchasing>*

**FOR CITY USE BELOW:**  
**PERSON SUBMITTING FORM:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**RECEIVED IN PURCHASING BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**FOR VENDOR INFORMATION CHANGE ONLY, OR NOTES, PROVIDE BELOW:**



City of Concord  
Post Office Box 308  
Concord, North Carolina 28026-0308

---

For Office Use Only:  
Charge to P.O. # \_\_\_\_\_  
Due \_\_\_\_\_

---

**PROJECT:** #8300-5811098

**DESCRIPTION:**

Date Notice to Proceed: \_\_\_\_\_  
Completion Date: \_\_\_\_\_  
Days Remaining in Contract: \_\_\_\_\_  
Percent Work Complete: \_\_\_\_\_  
Percent Time Complete: \_\_\_\_\_  
Percent Payment Complete: \_\_\_\_\_

**APPLICATION FOR PAYMENT NO. \_\_\_\_\_ SHEET NO. \_\_\_\_\_ OF**

**PERIOD FROM: \_\_\_\_\_ TO: \_\_\_\_\_**

CERTIFICATE OF THE CONTRACTOR

To the best of my knowledge and belief, I certify that this periodical estimate is correct and all work has been performed and materials supplied in full accordance with the terms and conditions of the contract documents between the undersigned contractor and the City of Concord.

**GROSS AMOUNT OF PARTIAL PAYMENT -----\$ \_\_\_\_\_**

**LESS: RETAINAGE AT 5 PERCENT ---- \$ \_\_\_\_\_**

**PREVIOUS PAYMENT ----- \$ \_\_\_\_\_**

**LIQUIDATION DAMAGES**

**\_\_\_\_\_ DAYS @ \$ \_\_\_\_\_ -----\$ \_\_\_\_\_**

**OTHER DEDUCTIONS:**

\_\_\_\_\_ -----\$ \_\_\_\_\_

\_\_\_\_\_ -----\$ \_\_\_\_\_

**TOTAL DEDUCTIONS ----- \$ \_\_\_\_\_**

**NET AMOUNT DUE THIS ESTIMATE ----- \$ \_\_\_\_\_**

Name of Contractor: \_\_\_\_\_ Address: \_\_\_\_\_

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

CERTIFICATE OF CONSTRUCTION ADMINISTRATOR/ENGINEER

I certify that I have verified this periodical estimate and that to the best of my knowledge and belief, it is a true and correct statement of work performed and materials supplied under the contract.

Consultant Engineer: \_\_\_\_\_ Date: \_\_\_\_\_

Construction Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

**APPROVED AND PAYMENT RECOMMENDED:**

**CITY OF CONCORD**

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



**EXHIBIT "G"**

# **BOND FORMS**

(To be submitted by awarded contractor)

**PERFORMANCE BOND**

Date of Execution of this Bond \_\_\_\_\_

Name and Address of Principal (Contractor) \_\_\_\_\_  
\_\_\_\_\_

Name and Address of Surety \_\_\_\_\_  
\_\_\_\_\_

Name and Address of Contracting Body City of Concord  
P.O. Box 308  
Concord, North Carolina 28025

Amount of Bond \_\_\_\_\_  
\_\_\_\_\_

Contract That certain contract by and between the Principal and the Contracting Body above named dated Notice to Proceed Date specified on EXHIBIT "M" For:

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above-named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the Contracting Body, identified as shown above and hereto attached;

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise, to remain in full force and virtue.



**PERFORMANCE BOND: (Continued)**

THIS PERFORMANCE BOND is made and given pursuant to the requirements and provisions of Section 129 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44-A of the General Statutes of North Carolina, and each and every provision set forth and contained in Section 129 of Chapter 143 and in Article 3 of Chapter 44-A of the General Statutes of North Carolina is incorporated herein, made a part hereof, and deemed to be conclusively written into this Bond.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals as of the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned and representative, pursuant to authority of its governing body.

WITNESS:

\_\_\_\_\_  
(Proprietorship or Partnership)

\_\_\_\_\_  
Principal (Name of individual and trade name,  
partnership, corporation, or joint venture)

BY \_\_\_\_\_ (SEAL)

TITLE \_\_\_\_\_  
(Owner, Partner, Office held in  
corporation, joint venture)

ATTEST: (Corporation)

**(Corporate Seal of Principal)**

BY \_\_\_\_\_

TITLE \_\_\_\_\_  
(Corporation Secretary or  
Assistant Secretary Only)

\_\_\_\_\_  
Surety (Name of Surety Company)

WITNESS:

BY \_\_\_\_\_

\_\_\_\_\_

TITLE Attorney in Fact

**(Corporate Seal of Surety)**

COUNTERSIGNED:

\_\_\_\_\_  
(Address of Attorney in Fact)

\_\_\_\_\_  
N.C. Licensed Resident Agent

## CONNECTING COMMUNITY



Concord Kannapolis Area Transit

### EXHIBIT "H" BID FORM AND INSTRUCTIONS

#### Invitation for Bids for Construction of Rider Transit Bus Stop Improvements - Bid #2592, Project #051, Set #1

If you wish to submit a Bid on this work, please complete the Bid Form sheet that is enclosed herein and return at the address listed below.

#### General Instructions

- Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the place where bids are to be submitted at any time prior to the opening of the bids. If, within 24 hours after bids are opened, and a Bidder files a duly signed, written notice with the City and promptly thereafter demonstrated to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid. Thereafter, that Bidder will be disqualified from further bidding on the work to be provided under the contract documents.
- The Bid Form furnished by the City shall be used and shall not be altered in any manner. Do not separate the Bid Form from the Bidding Document packet.
- All entries on the Bid Form, including signatures, shall be written in ink.
- The Bidder shall submit a unit price for every item on the Bid Form. The amount quoted for each item shall be determined by multiplying each unit quoted by the quantity for that item.
- The total amount Bid shall be written in the proper place on the Bid Form. The total amount shall be determined by adding the amounts quoted for each item.
- 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.
- The Bid Form shall be properly executed. All bids shall show the following information:
  - a. Name of individual, firm, corporation, partnership, or joint venture submitting the bid.
  - b. Name of individual or representative submitting the bid and position or title.
  - c. Name, signature, and position or title of witness.
  - d. Federal Identification Number
  - e. Contractor's License Number
- Bids submitted by corporations shall bear the seal of the corporation.
- Bids shall not contain any unauthorized additions, deletions, or conditional quotes.
- 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.

- Bids will remain subject to acceptance for 30 days after the date of submittal and once accepted and the Contract executed between the City and the Contractor, unit prices shall remain as submitted herewith for a period of 365 days.
- Bidder agrees that the Work will be substantially complete within 120 days after the Notice to Proceed is executed and complete, and ready for final payment on or within 180 days after the effective date of the contract (Notice to Proceed date). Time is of the essence.

Sealed bids will be received by City of Concord/Rider Transit at the Rider Transit Center, located at 45 Transit Ct NW, Concord, NC 28025 until Wednesday, September 6<sup>th</sup>, 2023 at 11:00 AM EDT. Promptly thereafter, bids will be publicly opened and read aloud in the conference room of the Rider Transit Center. Envelopes containing bids must be sealed and addressed to:

**Mr. Andy Christy, Deputy Transit Director  
45 Transit Ct NW  
Concord, North Carolina 28025**

**Envelopes must be marked as follows: “Construction of Rider Transit Bus Stop Improvements” (Bid #2592, Project #051, Set #1)” with Contractor’s name and license listed on the envelope. Bids received after the deadline will be deemed late and will not be considered.**

- Continued Next Page -



# BID FORM

## City of Concord - Rider Transit Bus Stop Improvements - Bid #2592, Project #051, Set #1

**Addition of bus stop and site amenities to bus stop locations generally consisting of grading, concrete pads and sidewalks, installing amenities, and other related items.**

<u>Item No.</u>	<u>Sect No.</u>	<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Bid Price</u>	<u>Amount Bid</u>
1	PSP-1	MOBILIZATION/TRAVEL TIME	LS	1		
2	PSP-2	DEMOLITION	LS	1		
3	PSP-3	EARTHWORK	LS	1		
4	PSP-4	EROSION CONTROL	LS	1		
5	PSP-5	TRAFFIC CONTROL	LS	1		
6	PSP-7	GRASS SOD / MULCH	SF	6300		
7	PSP-8	FULL DEPTH ASPHALT PAVEMENT (3" S9.5C, 4" I19.0C, 5" B25.0C)	SF	17		
8	PSP-9	ASPHALT PAVEMENT REPAIR (CONTINGENCY)	TON	2		
9	PSP-10	6" CONCRETE SIDEWALK	SF	5620		
10	PSP-11	6" CONCRETE PAD	SF	1780		
11	PSP-12	REMOVE & REPLACE SIDEWALK (CONTINGENCY)	SF	500		
12	PSP-13	5" MONOLITHIC CONCRETE ISLAND	SF	60		
13	PSP-14	2'-6" CURB & GUTTER	LF	70		
14	PSP-15	6" x 12" CONCRETE CURB	LF	50		
15	PSP-16	CONCRETE CURB ON PAD	LF	145		
16	PSP-18	CONCRETE CURB RAMP	EA	3		
17	PSP-32	CONCRETE FLUME	EA	1		
18	PSP-30	PEDESTRIAN SAFETY RAIL	LF	20		
19	PSP-31	STEEL PIPE BOLLARDS	EA	3		
20	PSP-19/PSP-20/PSP-21	INSTALL SHELTER & AMENITIES	EA	6		
21	PSP-19/PSP-20/PSP-21	INSTALL SIMME-SEAT & AMENITIES	EA	13		
22	PSP-22	RELOCATE BUS STOP SECURITY LIGHT SYSTEM	EA	2		
23	PSP-23	RELOCATE SIGN	EA	2		
24	PSP-25	ADJUST UTILITY BOX/VAULT	EA	2		
					<b>SUBTOTAL</b>	
					<b>10% CONTINGENCY OF SUBTOTAL</b>	
					<b>TOTAL BID (=SUBTOTAL + 10% CONTINGENCY)</b>	

**NOTE:** ALL UNIT PRICES, EXTENSIONS, AND TOTAL BID AMOUNTS ARE MANDATORY. OMISSION OF ANY PRICES, EXTENSIONS, OR TOTAL BID AMOUNTS SHALL RESULT IN THE REJECTION OF THE BID. THE UNIT PRICES FOR THE ITEMS IN THE CONTRACT ARE FOR FURNISHING, INSTALLING, COMPLETING, HAVING IN PLACE, AND BEING ACCEPTED.

CONTRACTOR: \_\_\_\_\_

LICENSE NO.: \_\_\_\_\_

DATE: \_\_\_\_\_

BP-1

SIGNATURE: \_\_\_\_\_

\*\*\*\*\* SIGNATURE OF BIDDER \*\*\*\*\*

***If an Individual***

Contractor's License Number: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_

By: \_\_\_\_\_  
(signature of individual)

doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

ATTEST: \_\_\_\_\_

***If a Partnership***

Contractor's License Number: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_

By: \_\_\_\_\_  
(firm name)

\_\_\_\_\_  
(signature of general partner)

doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

ATTEST: \_\_\_\_\_ Title: \_\_\_\_\_

***If a Corporation***

Contractor's License Number: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_

By: \_\_\_\_\_  
(corporation name)

\_\_\_\_\_  
(signature of authorized official) Title: \_\_\_\_\_

Business address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

ATTEST: \_\_\_\_\_ Title: \_\_\_\_\_

(Seal)

**If a Joint Venture (OTHER PARTY MUST SIGN BELOW)**

***If an Individual***

Contractor's License Number: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_

By: \_\_\_\_\_  
(signature of individual)

doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

ATTEST: \_\_\_\_\_

***If a Partnership***

Contractor's License Number: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_

By: \_\_\_\_\_  
(firm name)

\_\_\_\_\_  
(signature of general partner)

doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

ATTEST: \_\_\_\_\_ Title: \_\_\_\_\_

***If a Corporation***

Contractor's License Number: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_

By: \_\_\_\_\_  
(corporation name)

\_\_\_\_\_  
(signature of authorized official) Title: \_\_\_\_\_

Business address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

ATTEST: \_\_\_\_\_ Title: \_\_\_\_\_

(Seal)

**DEBARRED FIRMS CERTIFICATION FORM**

The undersigned hereby certifies that the firm of \_\_\_\_\_  
has not been suspended by the State of North Carolina or any Agency or Department thereof for  
conviction or indictment or any of the offences enumerated in N.C.G.S. 133-27 nor will award  
any subcontracts of any tier to firms that have been suspended for conviction or indictment of any  
of the offenses enumerated in N.C.G.S. 133-27.

\_\_\_\_\_  
Name of firm

\_\_\_\_\_  
Signature of authorized official

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Title: \_\_\_\_\_

(Seal)

\_\_\_\_\_ County  
North Carolina

Sworn and Subscribed before me this the \_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
(Print or type name of Notary Public)



CONNECTING COMMUNITY



Concord Kannapolis Area Transit

**EXHIBIT "I"**

**CONSTRUCTION  
PLAN SET**

CONNECTING COMMUNITY



Concord Kannapolis Area Transit

RIDER TRANSIT BUS STOP IMPROVEMENTS

CONSTRUCTION SET 1: SITES 102, 108, 109, 114, 115, 117, 122, 123, 124, 126, 127, 131, 132, 136, 141, 144, 145, 146, 148

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

Infrastructure Consulting Services, Inc.  
 dba  
**RKA**  
**RAMEY KEMP ASSOCIATES**  
 5808 Faringdon Place Raleigh, North Carolina 27609  
 Phone: 919-872-5115 | www.rameykemp.com | NC License No. F-1489

G. SCOTT SALLADE JR., P.E.  
 PROJECT ENGINEER

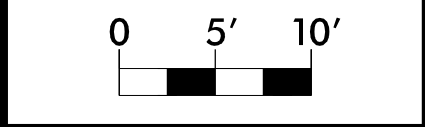
ANDREW J. AIEZZA, P.E.  
 PROJECT DESIGN ENGINEER

DESIGN ENGINEER

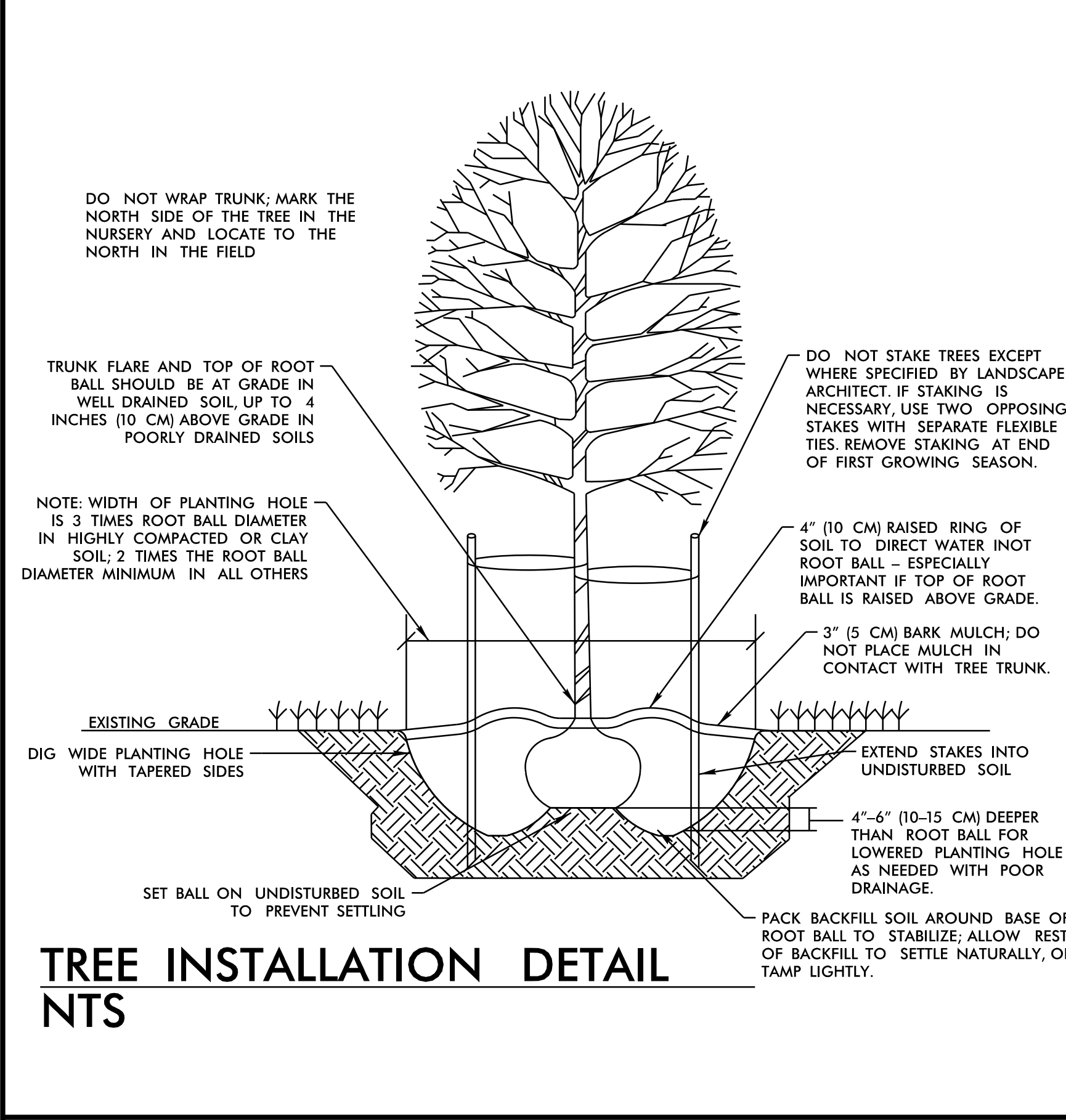


REVISIONS	DATE	BY	DESCRIPTION

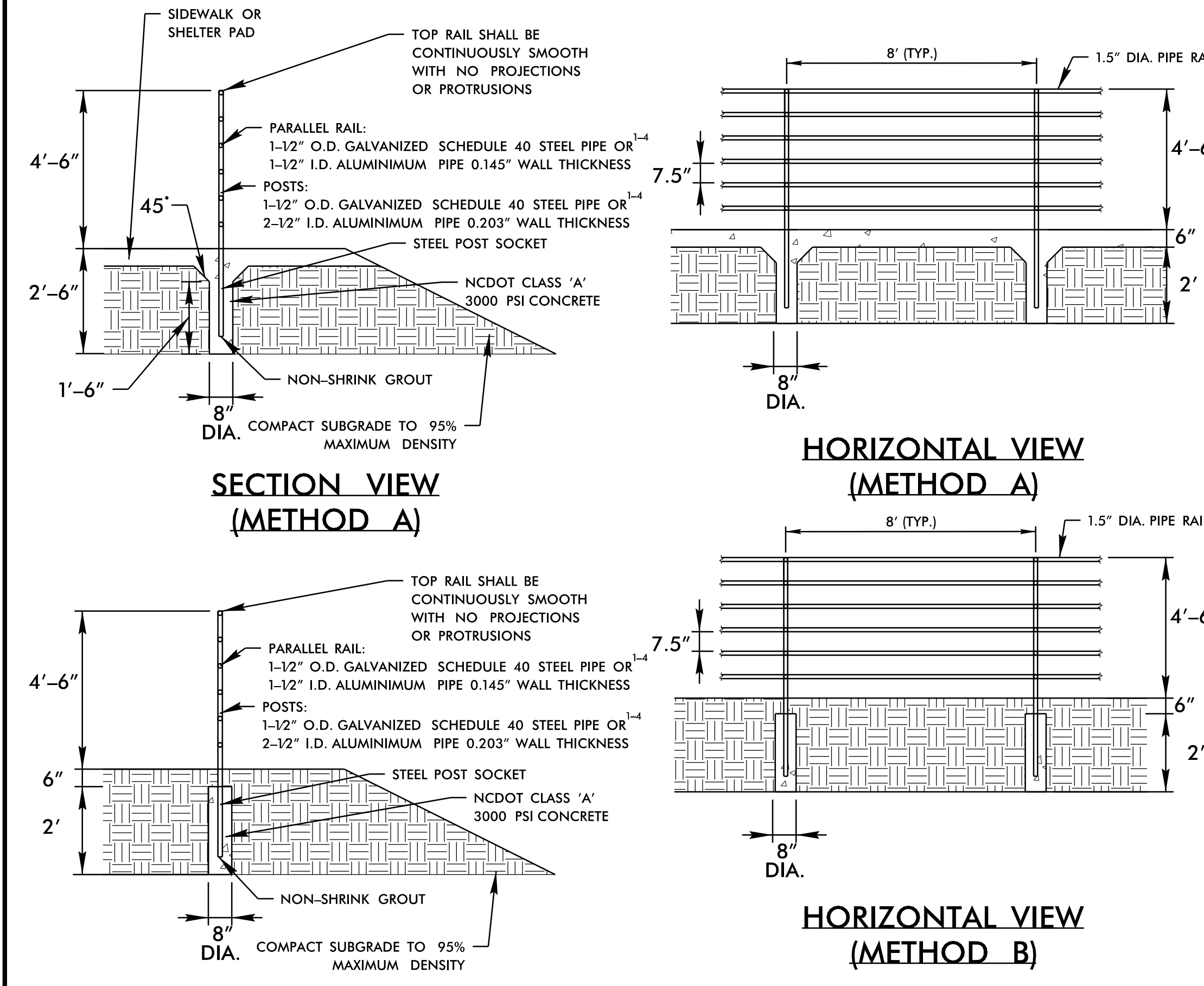
DATE: 03/02/2023  
DESIGNED BY: AJA  
CHECKED BY: GSS



- NOTES:**
- WHERE SEVERAL TREES WILL BE PLANTED CLOSE TOGETHER SUCH THAT THEY WILL LIKELY SHARE ROOT SPACE, TILL IN SOIL AMENDMENTS TO A DEPTH OF 4'-6" (10-15 CM) OVER THE ENTIRE AREA.
  - FOR CONTAINER-GROWN TREES, USE FINGERS OR SMALL HAND TOOLS TO PULL THE ROOTS OUT OF THE OUTER LAYER OF POTTING SOIL; THEN CUT OR PULL APART ANY ROOTS CIRCLING THE PERIMETER OF THE CONTAINER.
  - DURING THE DESIGN PHASE, CONFIRM THAT WATER DRAINS OUT OF THE SOIL; USE LOWERED PLANTING HOLE DEPTH AND DESIGN ALTERNATIVE DRAINAGE SYSTEMS AS REQUIRED.
  - THOROUGHLY SOAK THE TREE ROOT BALL AND ADJACENT PREPARED SOIL SEVERAL TIMES DURING THE FIRST MONTH AFTER PLANTING AND REGULARLY THROUGHOUT THE FOLLOWING TWO SUMMERS.
  - THE PLANTING PROCESS IS SIMILAR FOR DECIDUOUS AND EVERGREEN TREES.
  - IF PLANTING HOLES ARE DUG WITH A LARGE AUGER, BREAKING DOWN THE SIDES WITH A SHOVEL CAN ELIMINATE GLAZING AND CREATE THE PREFERRED SLOPING SIDE.
  - AVOID PURCHASING TREES WITH TWO LEADERS OR REMOVE ONE AT PLANTING. OTHERWISE, DO NOT PRUNE TREE AT PLANTING EXCEPT FOR SPECIFIC STRUCTURAL CORRECTIONS.
  - BEFORE PLANTING, ADD 3"-4" (7-10 CM) OF WELL COMPOSITED LEAVES, RECYCLED YARD WASTE OR OTHER COMPOST AND TILL INTO TOP 6" (15 CM) OF PREPARED SOIL. ADD COMPOST AT 10-20% BY VOLUME TO BACKFILL.

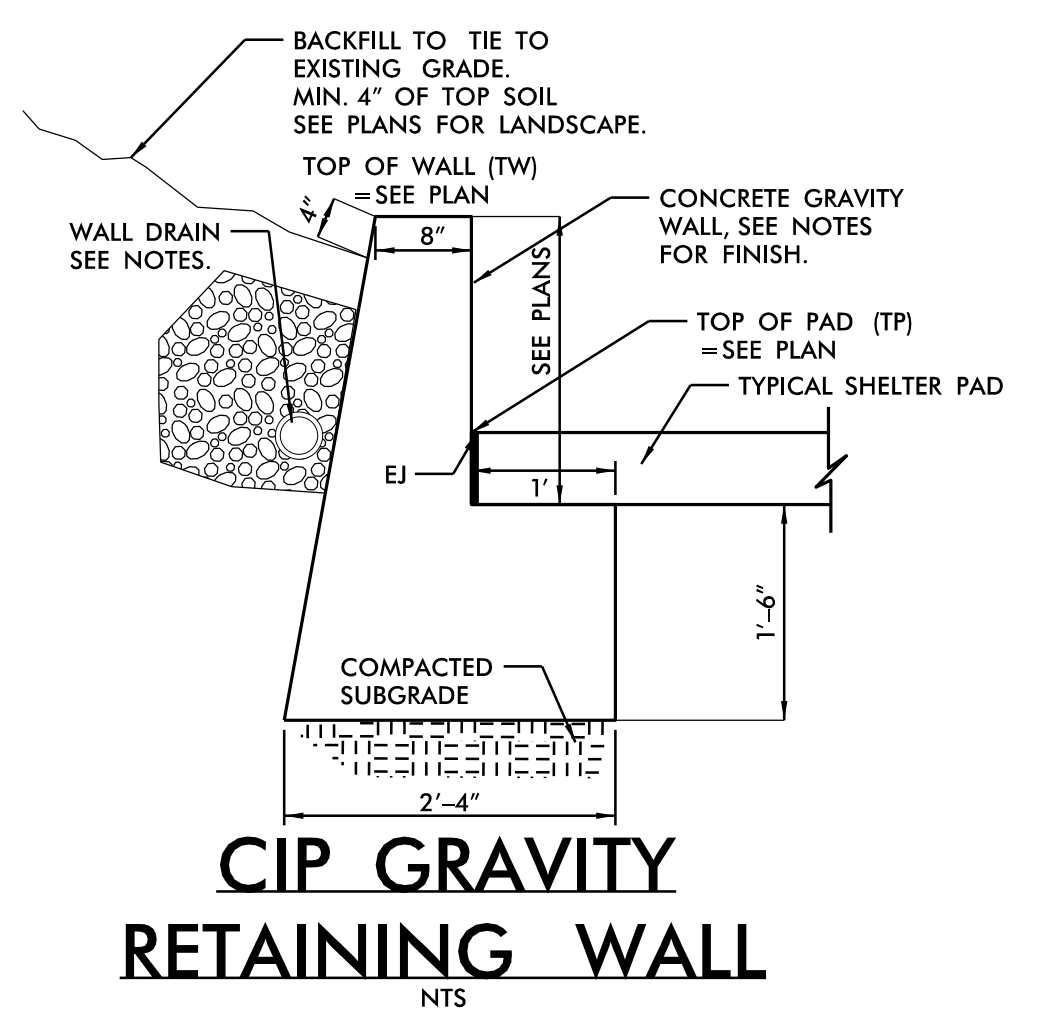


**TREE INSTALLATION DETAIL**



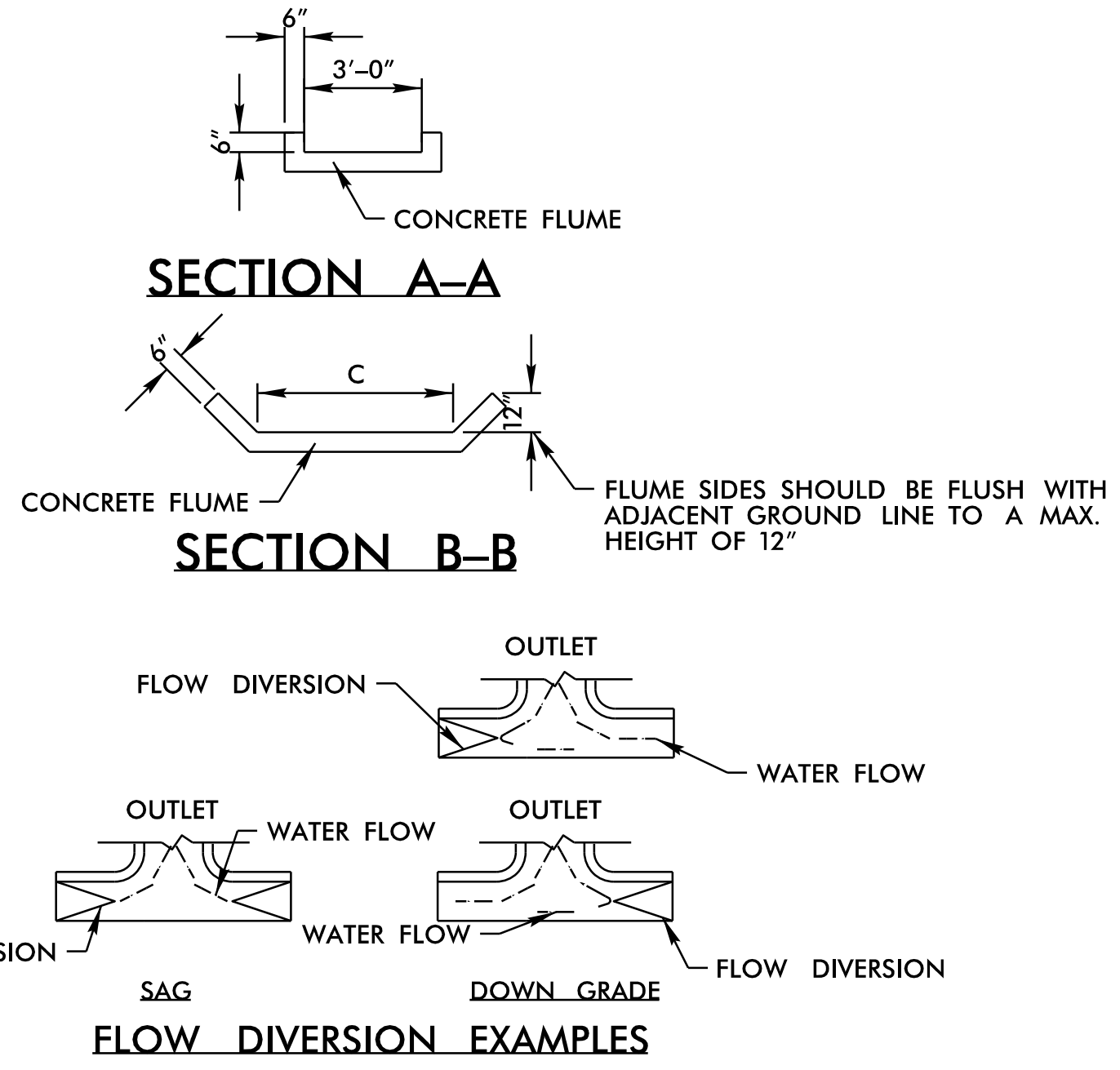
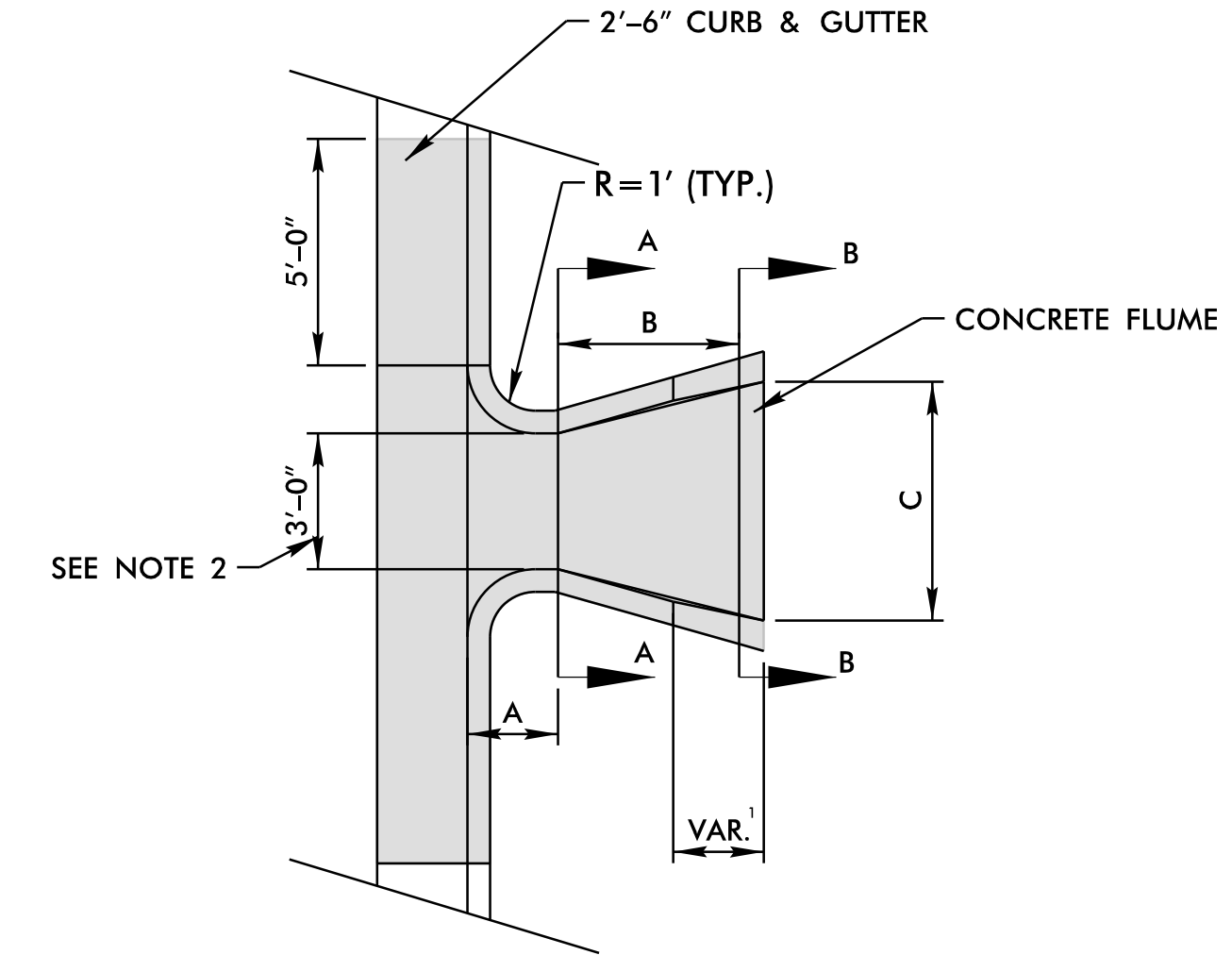
**PEDESTRIAN SAFETY RAIL**

- NOTES:**
- CONSTRUCT PROPOSED STEEL PIPE RAIL OF 1.5" DIAMETER SCHEDULE 40 PLAIN END GALVANIZED STEEL PIPE MEETING REQUIREMENTS OF ASTM A53.
  - REPAIR GALVANIZING IN ACCORDANCE WITH SECTION 1076 OF THE NCDOT STANDARD SPECIFICATIONS.
  - PAINT IN ACCORDANCE WITH SECTION 1080 OF THE NCDOT SPECIFICATIONS.
  - WELD IN ACCORDANCE WITH ARTICLE 1072-18 OF THE NCDOT STANDARD SPECIFICATIONS.
  - SHOP DRAWINGS OF PEDESTRIAN SAFETY RAIL ARE TO BE PROVIDED TO ENGINEER FOR REVIEW PRIOR TO APPROVAL.
  - PLACEMENT OF SAFETY RAIL IN RELATION TO SHOULDER BREAK POINT AND SIDEWALK MAY BE MODIFIED AS DIRECTED BY THE ENGINEER.



**CIP GRAVITY RETAINING WALL**

- NOTES:**
- USE CLASS A CONCRETE AND PROVIDE CLASS I SURFACE FINISH ON ALL EXPOSED SURFACES. CONTRACTOR TO USE PROPER FLEX-SHAFT CONCRETE VIBRATOR TO ENSURE AIR IS REMOVED DURING THE POUR.
  - PROVIDE GROOVED CONTRACTION JOINTS EVERY 10'-0".
  - PROVIDE 4" PERFORATED PVC DRAIN PIPE THE LENGTH OF THE WALL. WRAP PIPE WITH FILTER FABRIC AND PROVIDE 1" WIDE BY 1" DEEP WASHED STONE AROUND PIPE. DAYLIGHT AT ENDS AND PROVIDE SOCK AROUND ENTIRE PIPE.
  - DO NOT BACKFILL WALL UNTIL CONCRETE DEVELOPS A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI. COMPACT BACKFILL AND COMPACT WITH HAND OPERATED EQUIPMENT.
  - TAPER ENDS OF WALL AS SHOWN ON THE PLANS OR TO 6" ABOVE GRADE 1' FROM THE EDGE OF THE SIDEWALK.
  - WALL SIMILAR TO NCDOT STANDARD DRAWING 453.01.



- LENGTH OF NOSE DOWN VARIABLE. SEE CALLOUTS ON PLANS.
- DEPRESS THE GUTTER IN THIS AREA TO PREVENT DRAINAGE BYPASS.
- MODIFICATIONS SHALL BE AS DICTATED BY SITE CONDITIONS AND AS DIRECTED BY THE ENGINEER.

**CONCRETE FLUME DETAIL**

3/2/2023 user: baigazza Concord\_Transit\_100\_Details\_22.dgn



Concord Kannapolis Area Transit

CITY OF CONCORD  
RIDER TRANSIT BUS STOPS  
DETAILS

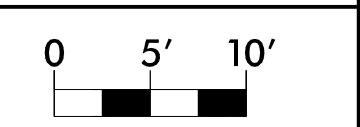
REVISIONS

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

DATE: 03/02/2023

DESIGNED BY: AJA

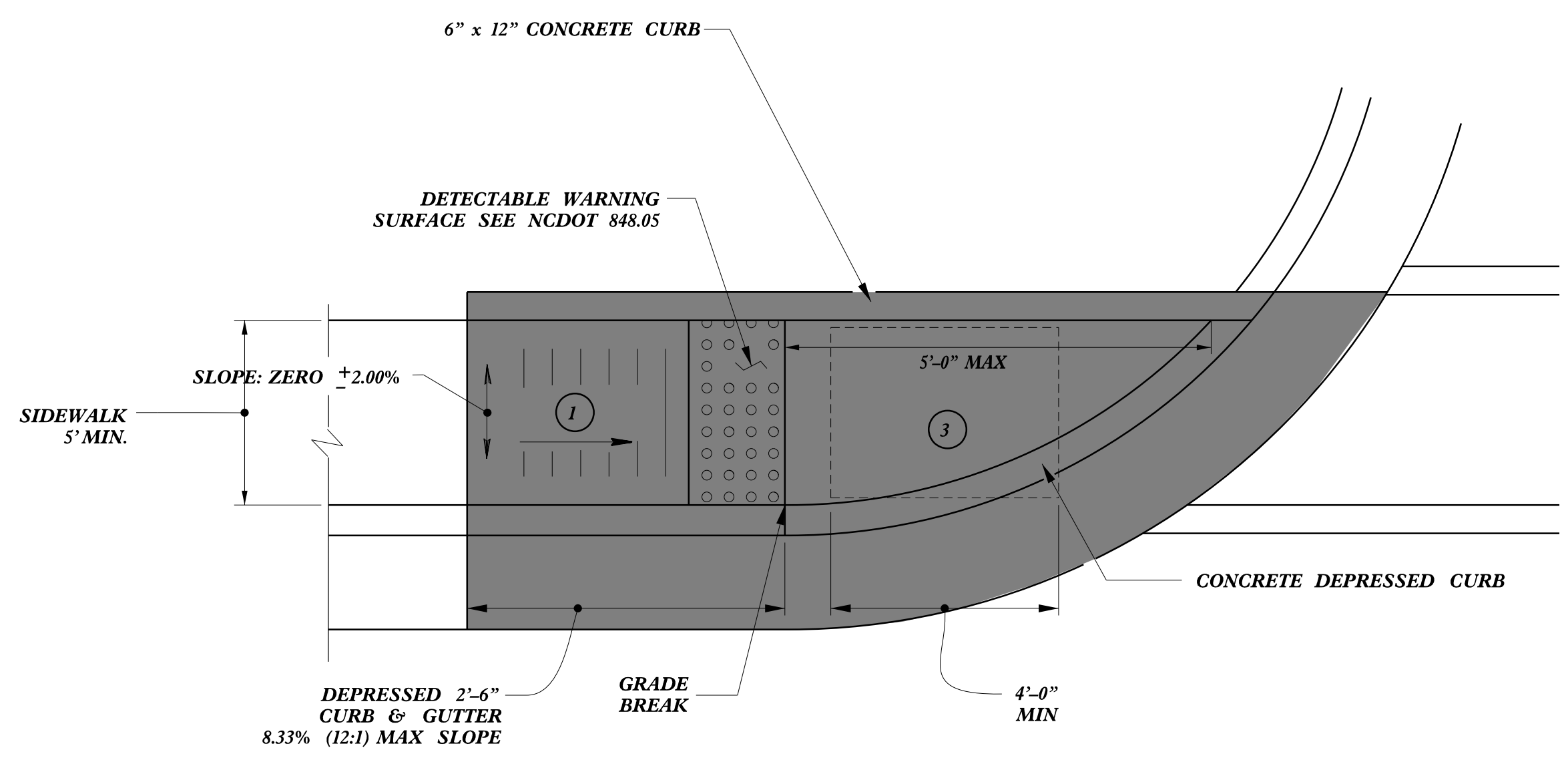
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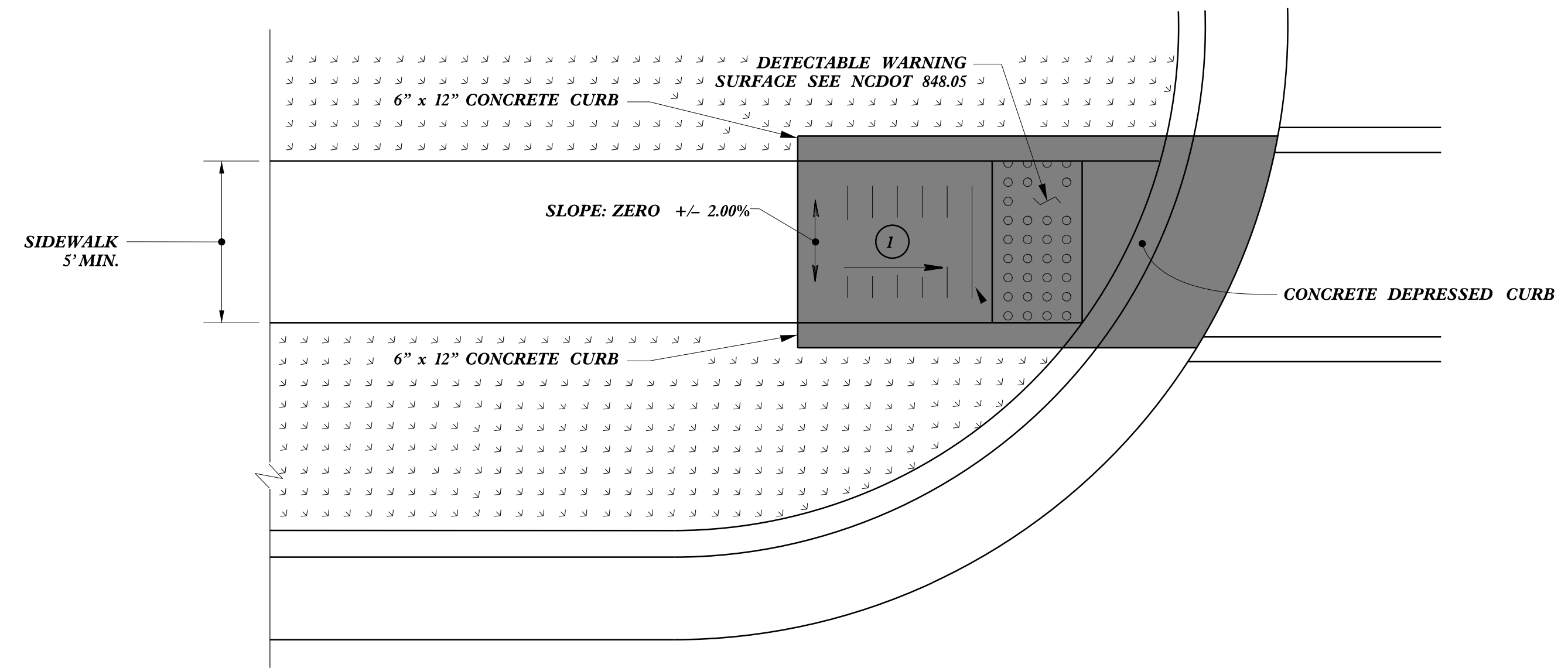
Infrastructure Consulting Services, Inc.



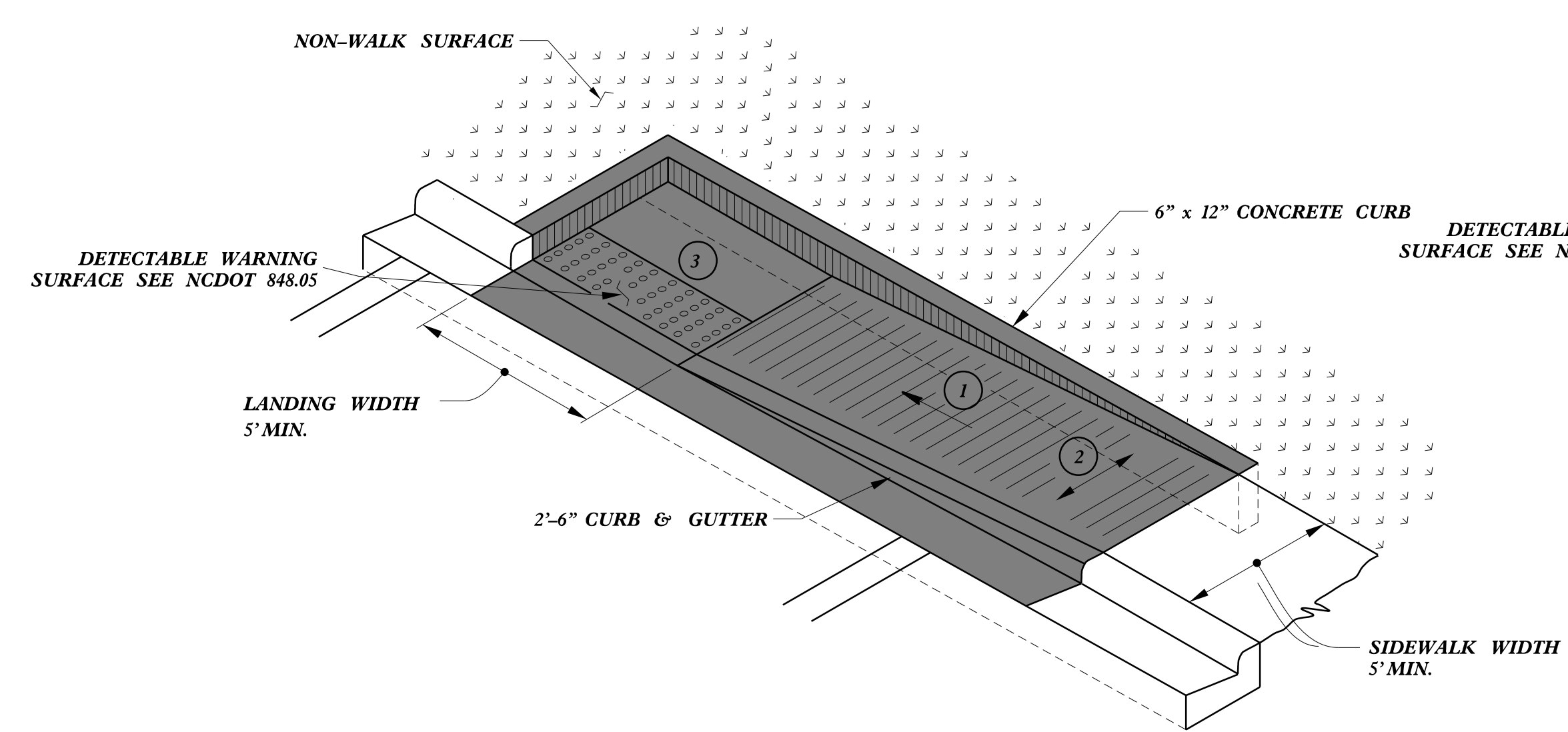
6808 Faringdon Place  
Raleigh, North Carolina 27609  
Phone: 919-875-5115  
NC License No. F-1489  
www.rameykemp.com



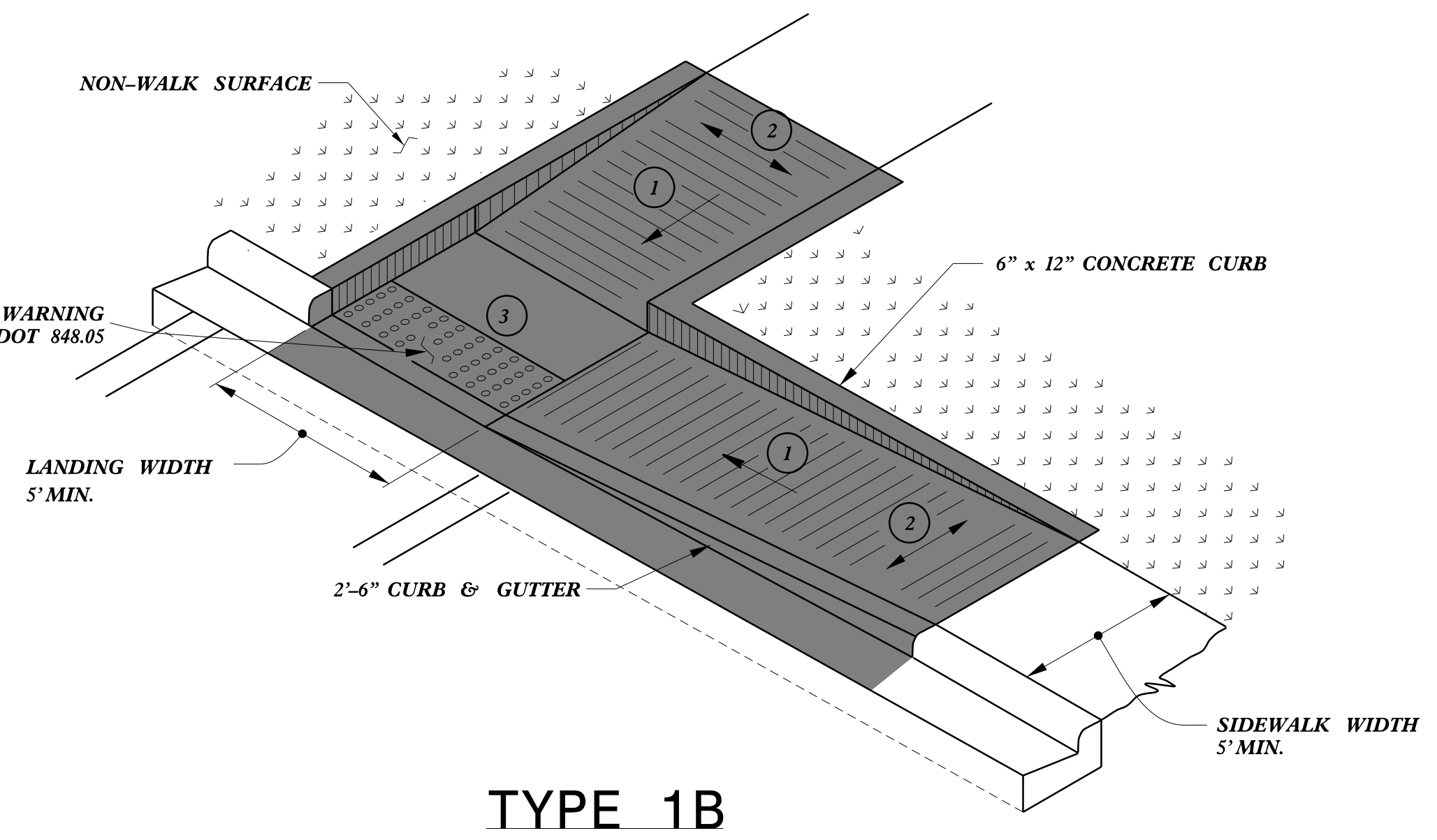
**TYPE 1**



**TYPE 1 MODIFIED**



**TYPE 1A**



**TYPE 1B**

PAY LIMITS FOR 1 CURB RAMP

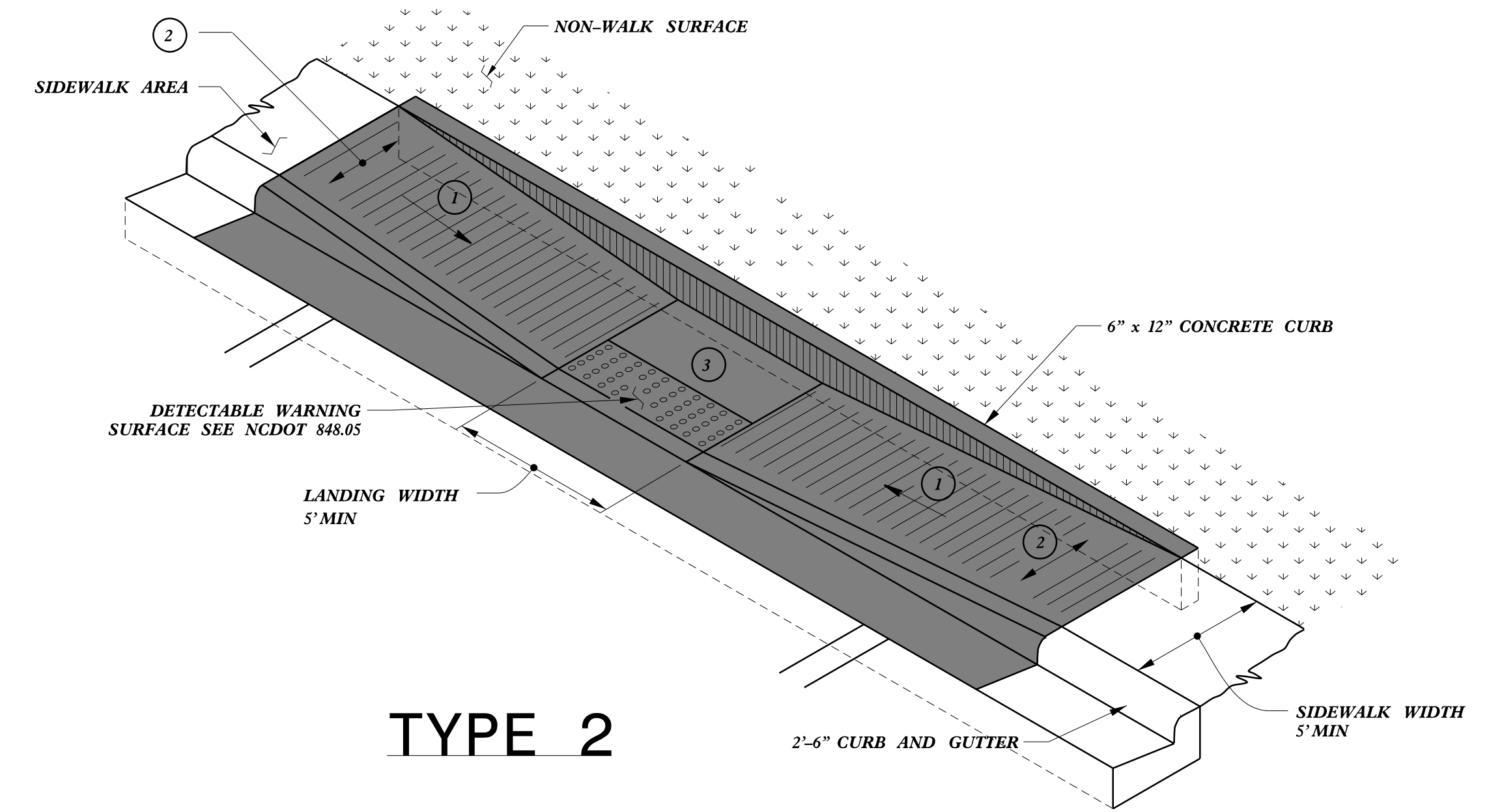
- ① 8.33% (12:1) MAX RAMP SLOPE
- ② CROSS SLOPE: 2.00%
- ③ CURB RAMPS REQUIRE A (4'-0") MINIMUM LANDING WITH A MAXIMUM CROSS SLOPE AND LONGITUDINAL SLOPE OF 2.00% WHERE PEDESTRIANS PERFORM TURNING MANEUVERS. SLOPE TO DRAIN TO CURB.
- ④ REFER TO NCDOT ROADWAY STANDARD DRAWING NUMBER 848.05 SHEET 3 OF 3 FOR ALL RAMP NOTES

3/2/2023 user: baqza Concord\_Transit\_100\_Details\_23.dgn

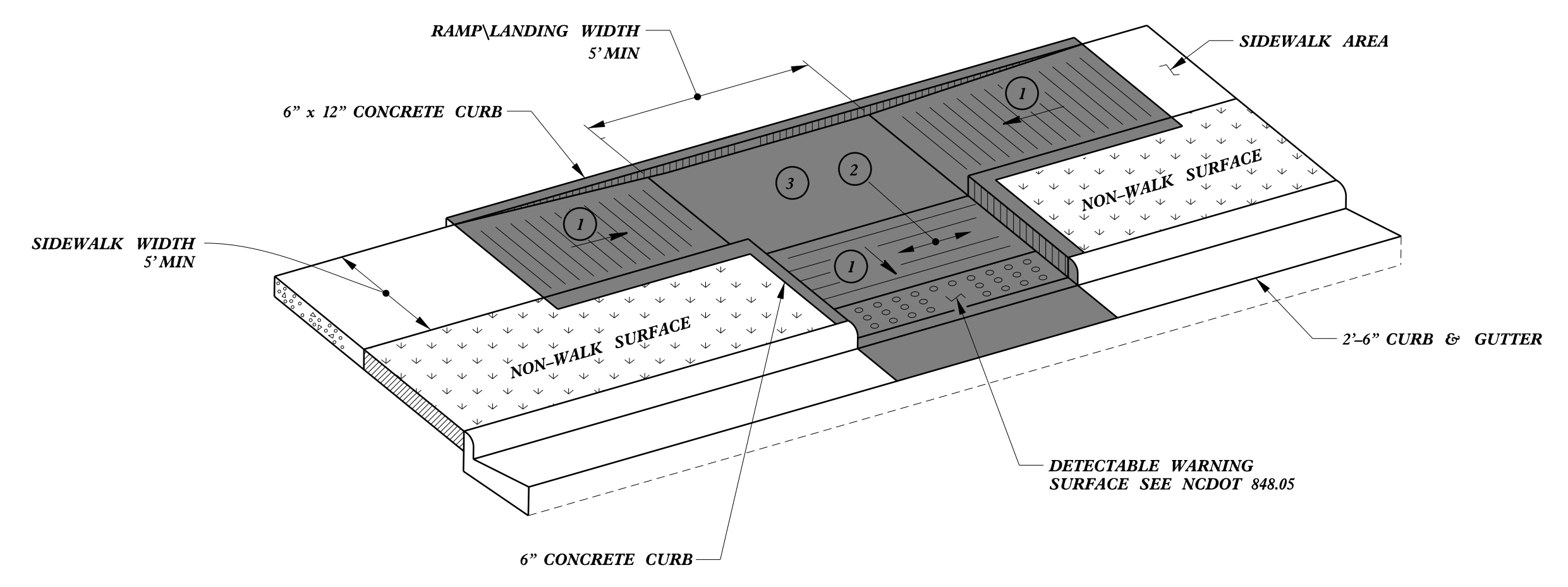


Concord Kannapolis Area Transit

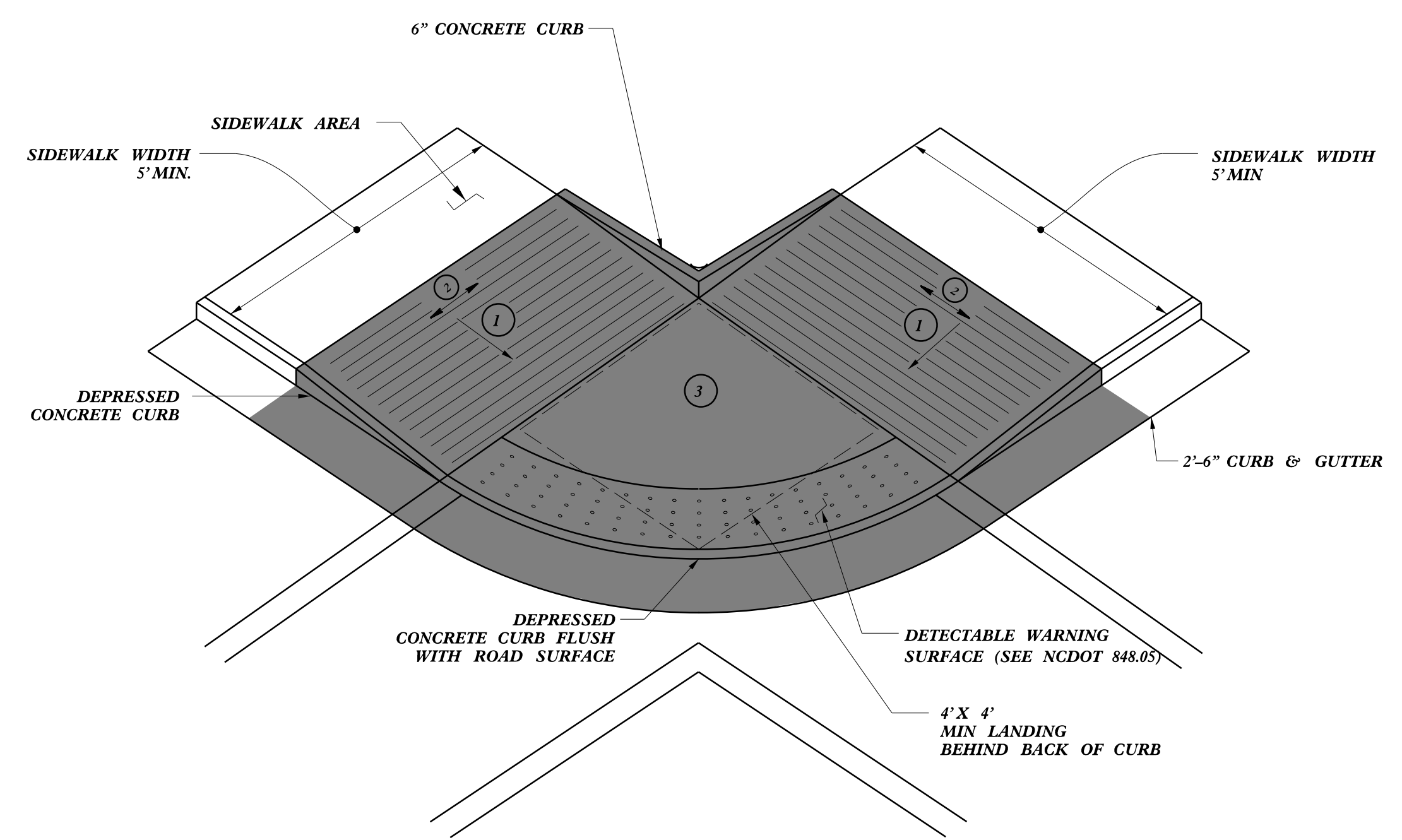
CITY OF CONCORD  
RIDER TRANSIT BUS STOPS  
DETAILS



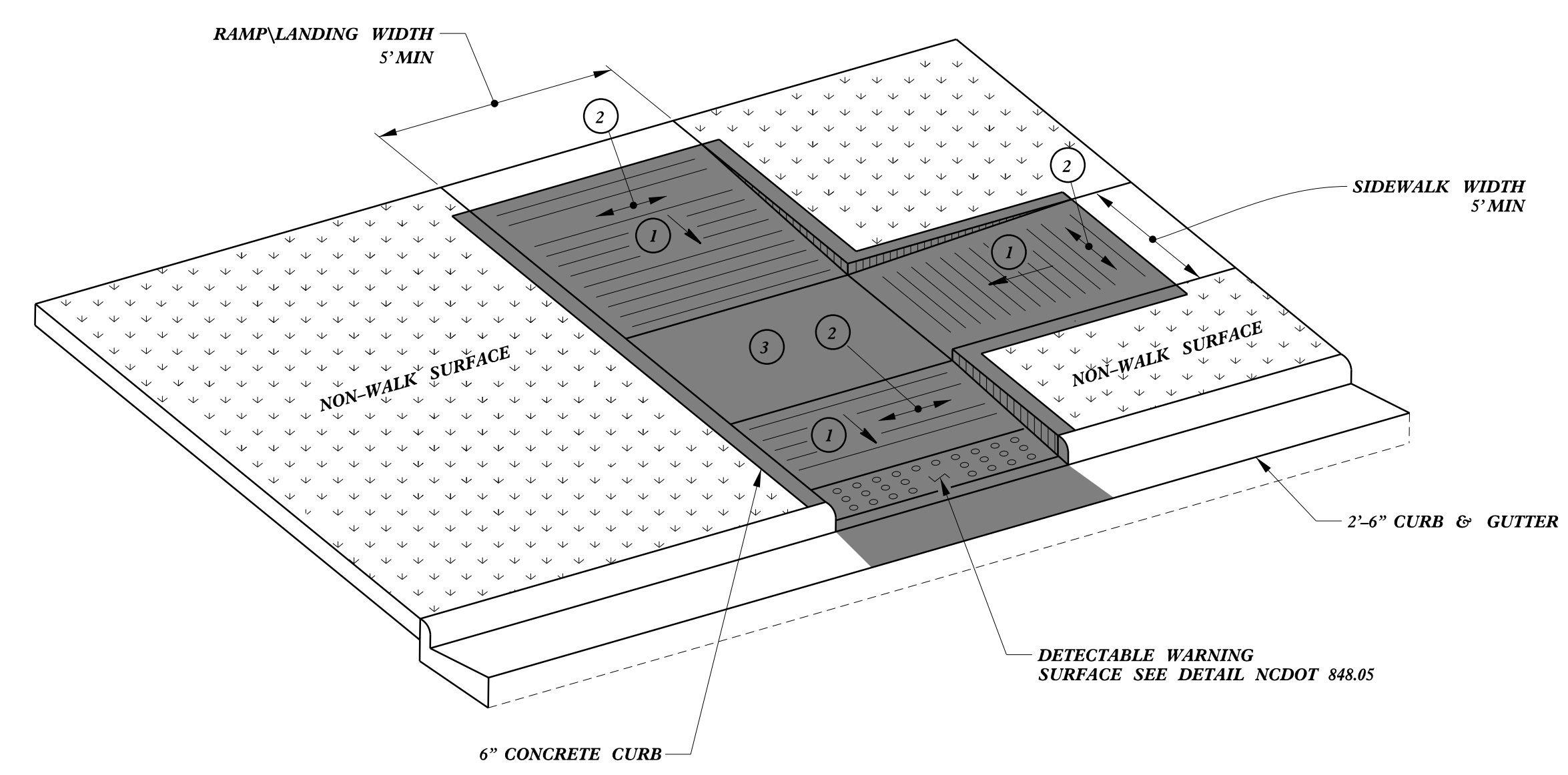
**TYPE 2**



**TYPE 3**



**TYPE 2A**



**TYPE 3A**

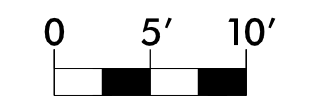
PAY LIMITS FOR 1 CURB RAMP

- ① 8.33% (12:1) MAX RAMP SLOPE
- ② CROSS SLOPE: 2.00%
- ③ CURB RAMPS REQUIRE A (4'-0") MINIMUM LANDING WITH A MAXIMUM CROSS SLOPE AND LONGITUDINAL SLOPE OF 2.00% WHERE PEDESTRIANS PERFORM TURNING MANEUVERS. SLOPE TO DRAIN TO CURB.
- ④ REFER TO NCDOT ROADWAY STANDARD DRAWING NUMBER 848.05 SHEET 3 OF 3 FOR ALL RAMP NOTES

REVISIONS	DATE	DESCRIPTION

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

DATE: 03/02/2023  
DESIGNED BY: AJA  
CHECKED BY: GSS

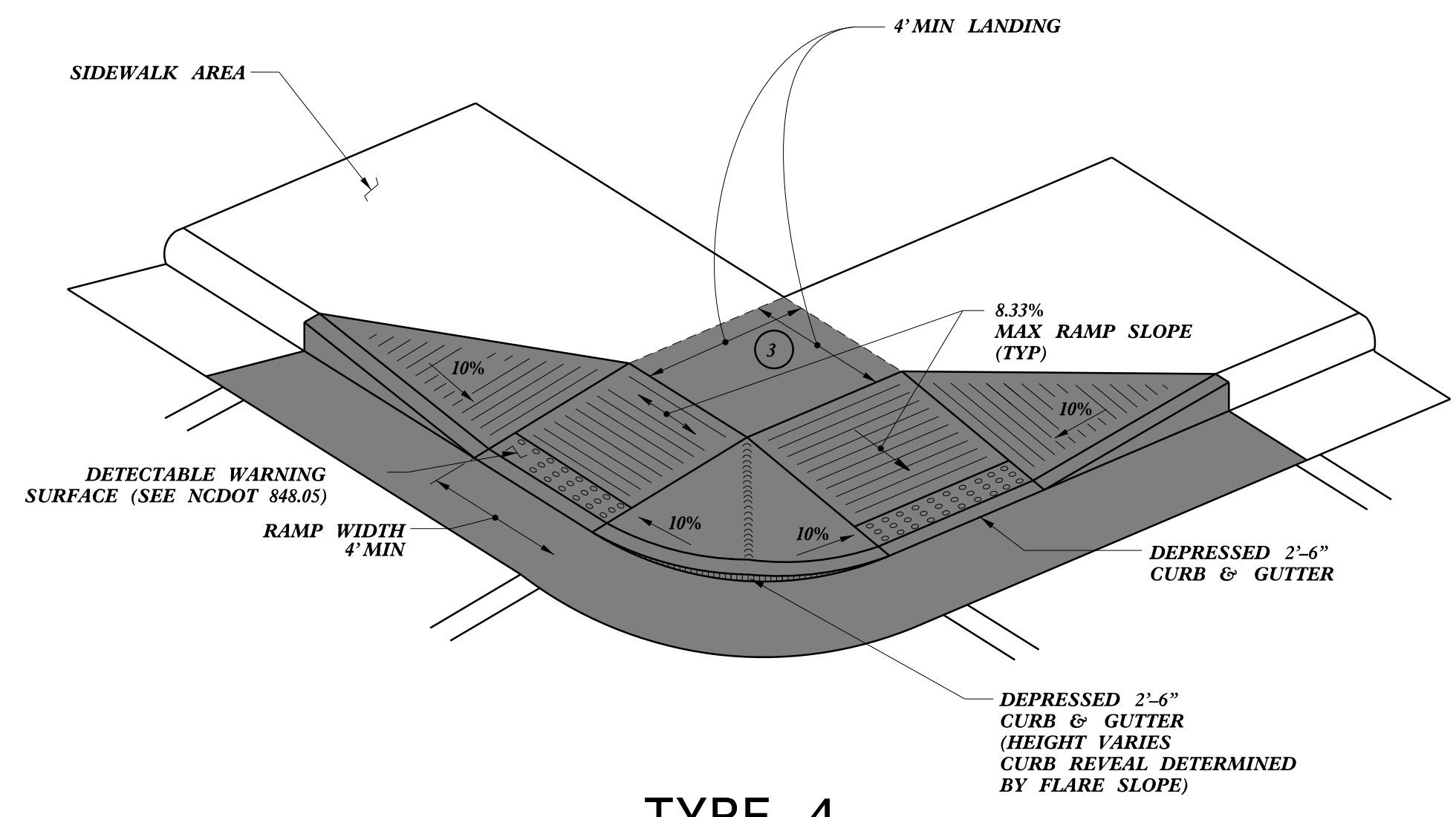


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**RKA**  
RAMEY KEMP ASSOCIATES  
6808 Farlington Place  
Raleigh, North Carolina 27609  
Phone: 919-875-5115  
NC License No. F-1489  
www.rameykemp.com

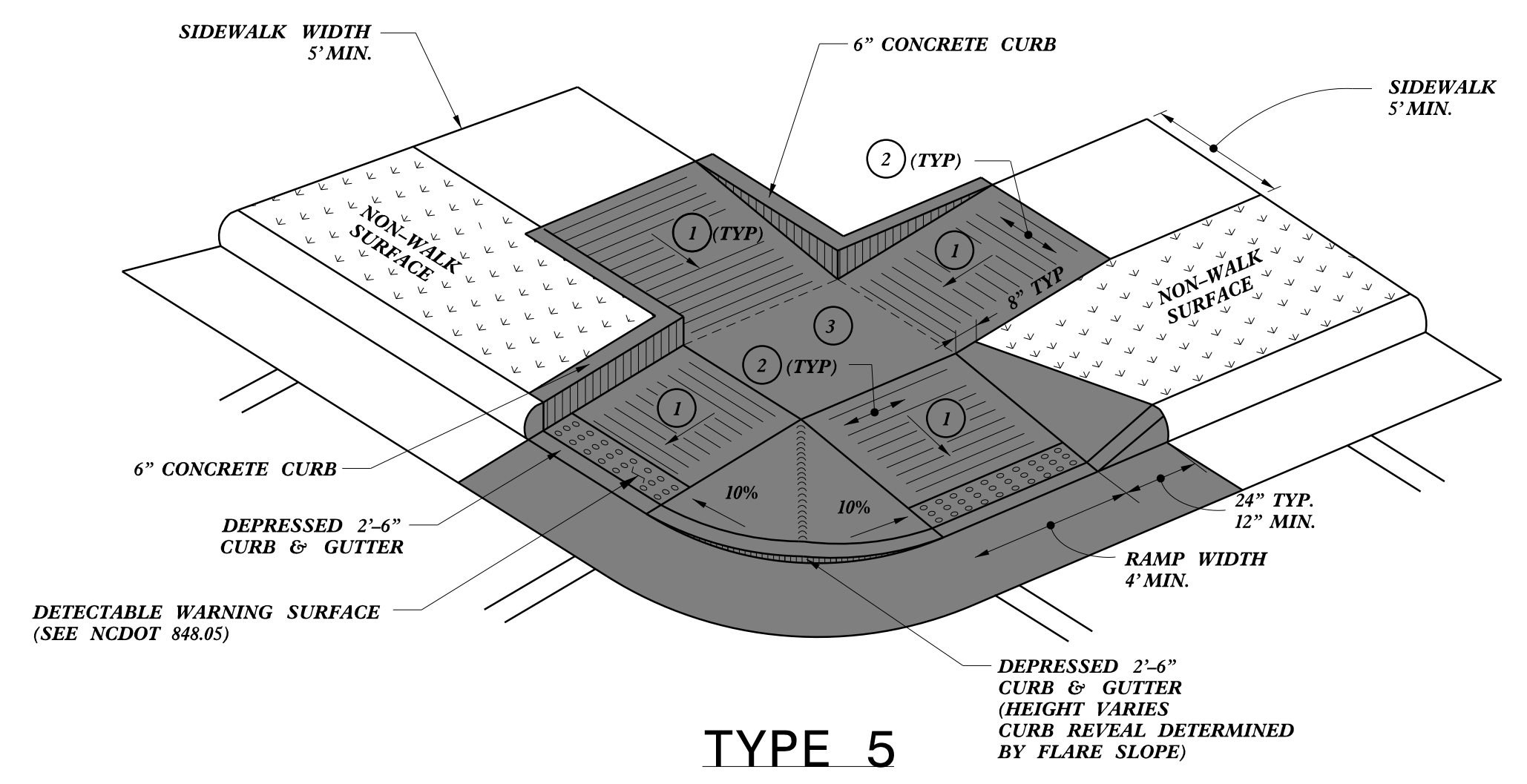
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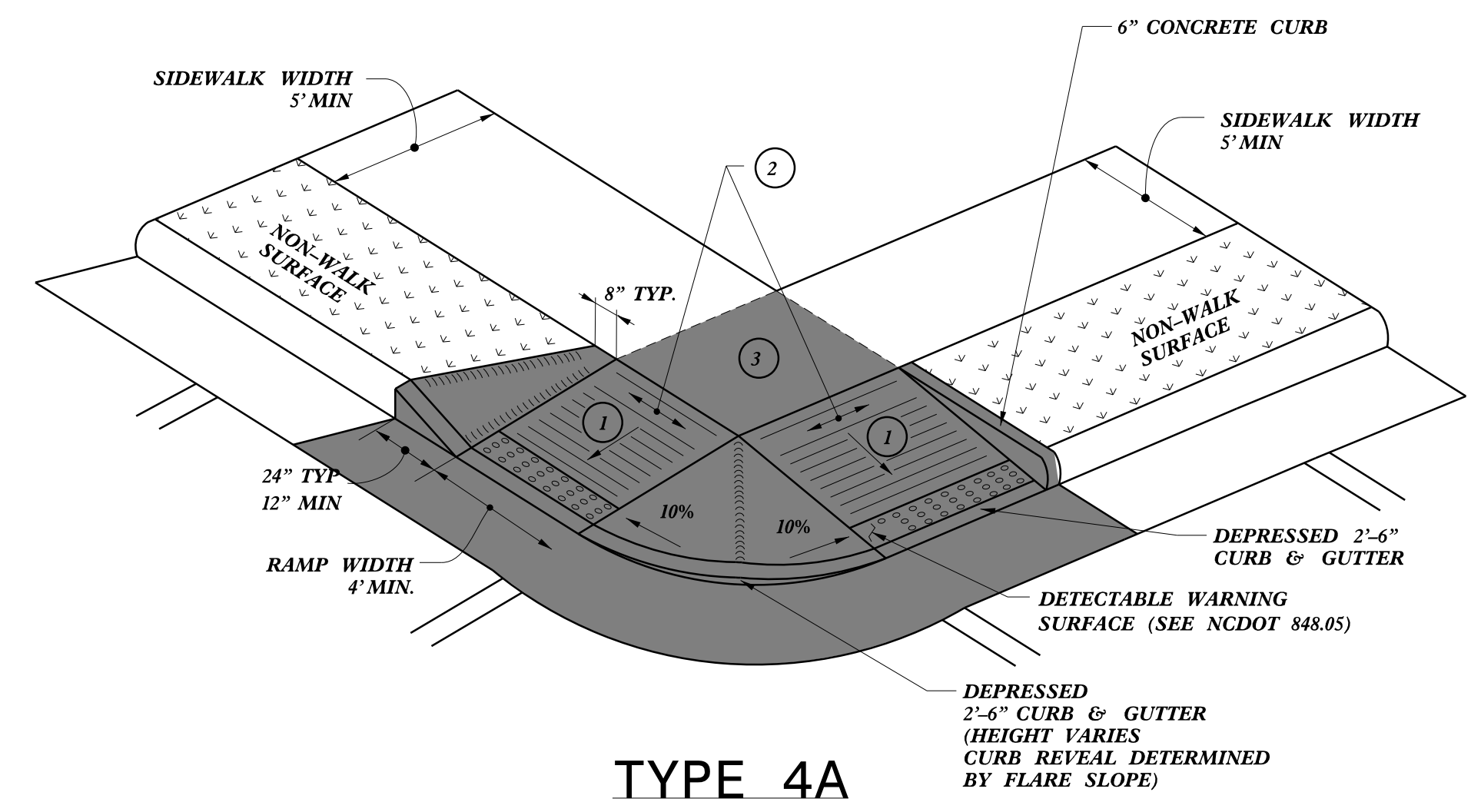
CITY OF CONCORD  
RIDER TRANSIT BUS STOPS  
DETAILS



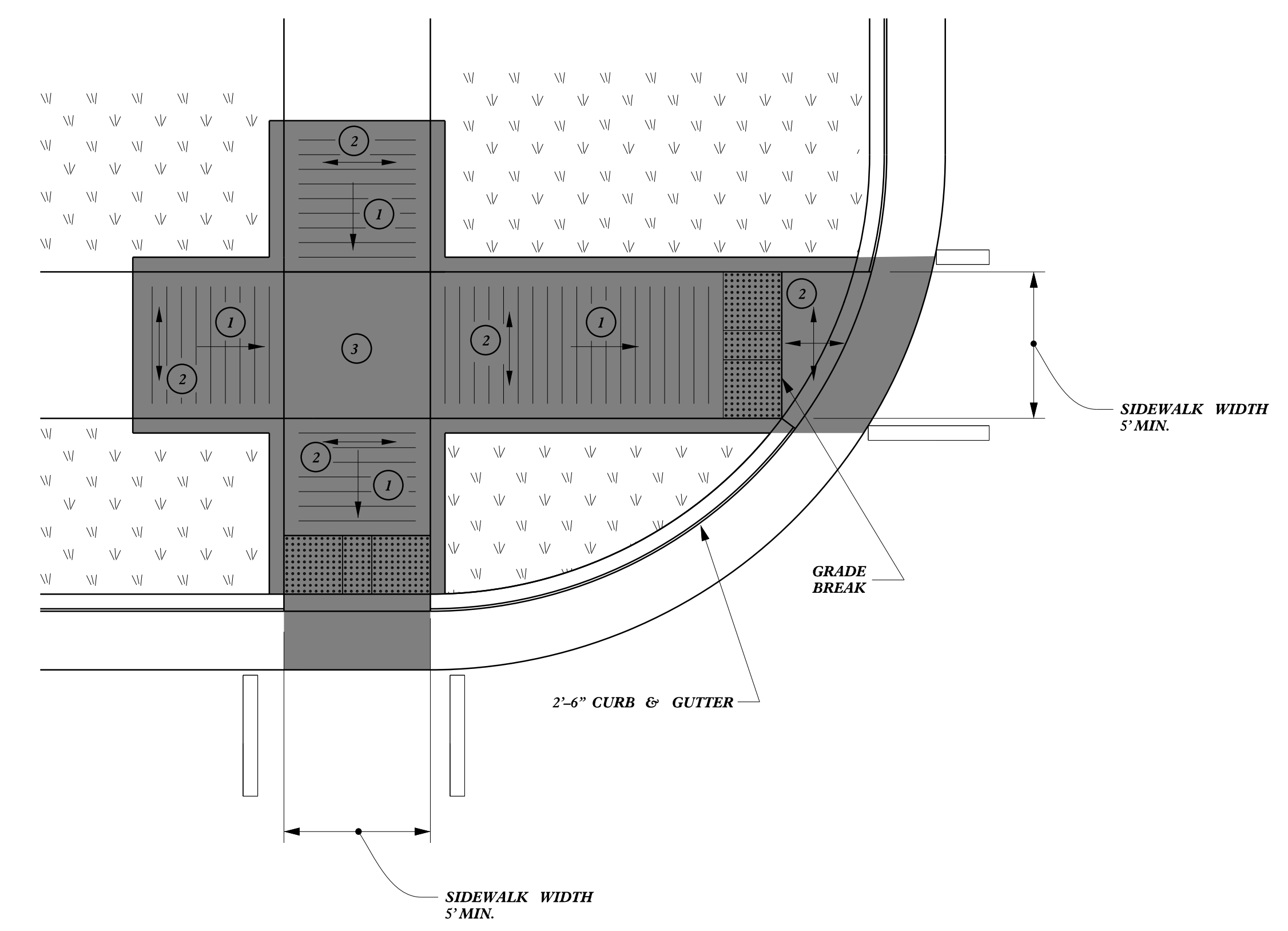
**TYPE 4**



**TYPE 5**



**TYPE 4A**



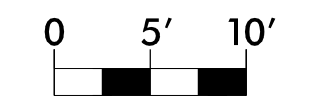
**TYPE 5A**

PAY LIMITS FOR 1 CURB RAMP

- ① 8.33% (12:1) MAX RAMP SLOPE
- ② CROSS SLOPE: 2.00%
- ③ CURB RAMPS REQUIRE A (4'-0") MINIMUM LANDING WITH A MAXIMUM CROSS SLOPE AND LONGITUDINAL SLOPE OF 2.00% WHERE PEDESTRIANS PERFORM TURNING MANEUVERS. SLOPE TO DRAIN TO CURB.
- ④ REFER TO NCDOT ROADWAY STANDARD DRAWING NUMBER 848.05 SHEET 3 OF 3 FOR ALL RAMP NOTES

REVISIONS	DATE	DESCRIPTION

DATE: 03/02/2023  
DESIGNED BY: AJA  
CHECKED BY: GSS



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OUTLET W/DITCH				OUTLET W/O DITCH			
D	CLASS 'B' RIP RAP	CLASS 'I' RIP RAP	S.Y.	D	CLASS 'B' RIP RAP	CLASS 'I' RIP RAP	S.Y.
12"	2	5	7	2	5	7	4
15"	2	7	7	3	7	7	6
18"	3	10	9	4	10	2	8
24"	5	14	15	7	15	3	11
30"	8	21	21	11	22	5	16
36"	11	28	29	15	30	7	22
42"	15	37	39	20	39	10	28
48"	-	-	49	26	50	-	28
54"	-	-	60	33	62	-	36
60"	-	-	73	40	75	-	44
66"	-	-	87	48	89	-	54
72"	-	-	102	57	104	-	64

NOTE:  
FOR CALCULATION PURPOSES  
CLASS 'B' RIP RAP = 100 LBS./FT<sup>3</sup>  
CLASS 'I' RIP RAP = 105 LBS./FT<sup>3</sup>

**PIPE OUTLET WITH DITCH**  
H= RIP RAP TO TOP OF PIPE (MAX. H = D + T)  
T= 15" CLASS 'I' RIP RAP, UNLESS OTHERWISE SHOWN ON PLANS  
T= 12" CLASS 'B' RIP RAP, UNLESS OTHERWISE SHOWN ON PLANS

**PIPE OUTLET WITHOUT DITCH**

STATE OF NORTH CAROLINA DEPT. OF TRANSPORTATION DIVISION OF HIGHWAYS RALEIGH, N.C.  
ROADWAY STANDARD DRAWING FOR **GUIDE FOR RIP RAP AT PIPE OUTLETS**  
SHEET 1 OF 1  
**876.02**

NOTES  
USE CLASS A EROSION CONTROL STONE FOR STRUCTURAL STONE.  
USE NO. 5 OR NO. 57 STONE FOR SEDIMENT CONTROL STONE.  
CONSTRUCT TOP OF BERM A MINIMUM OF ONE FOOT BELOW THE SHOULDER OR DIVERSION POINT.  
PROVIDE A TOTAL SEDIMENT TRAP VOLUME OF 3600± CUBIC FEET PER ACRE OF DISTURBED AREA. SOME OF THE REQUIRED VOLUME MAY BE PROVIDED BY UP OR DOWNSTREAM CONTROLS.

**ROCK PIPE INLET SEDIMENT TRAP TYPE B**

STATE OF NORTH CAROLINA DEPT. OF TRANSPORTATION DIVISION OF HIGHWAYS RALEIGH, N.C.  
ROADWAY STANDARD DRAWING FOR **ROCK PIPE INLET SEDIMENT TRAP TYPE B**  
SHEET 1 OF 1  
**1635.02**

**STEEL BOLLARD DETAIL**  
NTS

NOTES:  
1. ENSURE 1' CLEAR SPACE BETWEEN EDGE OF BOLLARD AND ANY PROPOSED AMENITY.

**PIPE COLLAR**

D	E	F	CU. YD.
12"	12"	12"	0.3528
15"	12"	12"	0.3990
18"	12"	12"	0.4465
24"	12"	12"	0.5526
30"	12"	12"	0.6560
36"	12"	12"	0.7640
42"	12"	12"	0.8656
48"	12"	12"	1.0126
54"	18"	18"	2.5793
60"	18"	18"	2.8508
66"	18"	18"	3.1307
72"	18"	18"	3.4176

GENERAL NOTES:  
USE PIPE COLLAR FOR EXTENDING EXISTING CONCRETE PIPE COLLECTS AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED BY THE ENGINEER. THIS INCLUDES EXTENDING EXISTING PIPES WITH PIPES OF DIFFERENT MATERIALS.  
CONSTRUCT THE PIPE COLLAR WITH CLASS "B" OR BETTER CONCRETE.  
OBSERVE ALL REQUIREMENTS OF SECTION 840 OF THE STANDARD SPECIFICATIONS.  
\* USE 12 INCH DIAMETER VALUES FOR PIPE DIAMETERS LESS THAN 12 INCH.

STATE OF NORTH CAROLINA DEPT. OF TRANSPORTATION DIVISION OF HIGHWAYS RALEIGH, N.C.  
ROADWAY STANDARD DRAWING FOR **PIPE COLLAR**  
SHEET 1 OF 1  
**840.72**

NOTES  
USE NO. 5 OR NO. 57 STONE FOR SEDIMENT CONTROL STONE.  
USE HARDWARE CLOTH 24 GAUGE WIRE MESH WITH 1/4 INCH MESH OPENINGS.  
INSTALL 5 FT. SELF FASTENER ANGLE STEEL POST 2 FT. DEEP MINIMUM.  
ATTACH HARDWARE CLOTH TO POSTS WITH WIRE STAPLE OR OTHER ACCEPTABLE METHODS.  
SPACE POSTS A MAXIMUM OF 3 FT.  
FOR INSTALLATION BETWEEN SECTIONS OF SILT FENCE, EXTEND SEDIMENT CONTROL STONE A MINIMUM OF 12" ON EACH SIDE OF SPECIAL SEDIMENT CONTROL FENCE SECTION.

**SPECIAL SEDIMENT CONTROL FENCE**

STATE OF NORTH CAROLINA DEPT. OF TRANSPORTATION DIVISION OF HIGHWAYS RALEIGH, N.C.  
ROADWAY STANDARD DRAWING FOR **SPECIAL SEDIMENT CONTROL FENCE**  
SHEET 1 OF 1  
**1606.01**

**ROCK INLET SEDIMENT TRAP TYPE C**

NOTES  
USE NO. 5 OR NO. 57 STONE FOR SEDIMENT CONTROL STONE.  
USE 24 GAUGE MINIMUM WIRE MESH HARDWARE CLOTH WITH 1/4 INCH MESH OPENINGS.  
PLACE TOP OF WIRE MESH A MINIMUM OF ONE FOOT BELOW THE SHOULDER OR ANY DIVERSION POINT.  
ATTACH HARDWARE CLOTH TO POSTS WITH PLASTIC TIES, WIRE FASTENERS, OR OTHER APPROVED ATTACHMENT DEVICE.  
INSTALL WIRE MESH UNDER SEDIMENT CONTROL STONE.  
USE 5" STEEL POST, INSTALLED 2' DEEP MINIMUM, AND OF THE SELF-FASTENER ANGLE STEEL TYPE.  
SPACE POST A MAXIMUM OF 4'.

STATE OF NORTH CAROLINA DEPT. OF TRANSPORTATION DIVISION OF HIGHWAYS RALEIGH, N.C.  
ROADWAY STANDARD DRAWING FOR **ROCK INLET SEDIMENT TRAP TYPE C**  
SHEET 1 OF 1  
**1632.03**

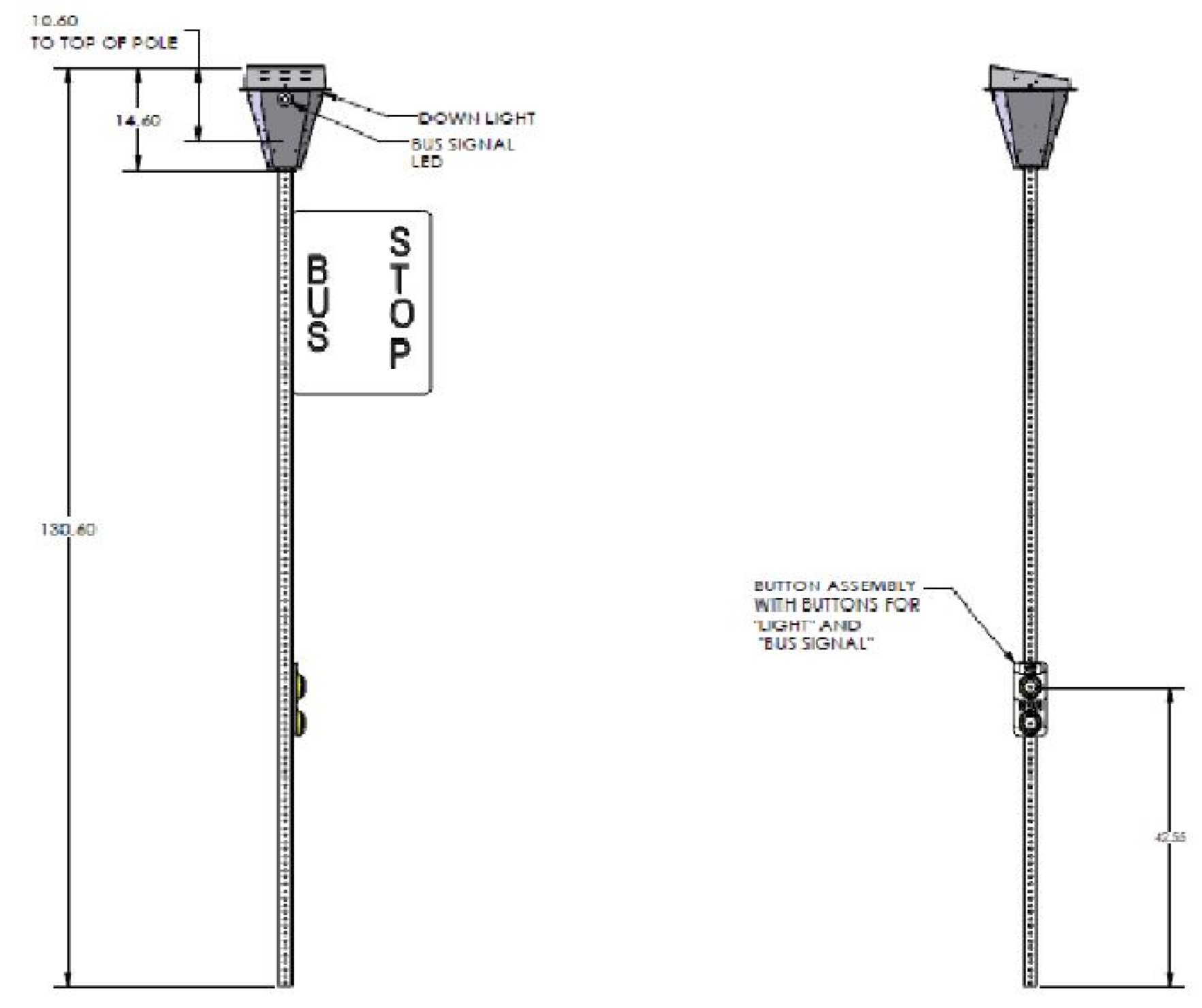
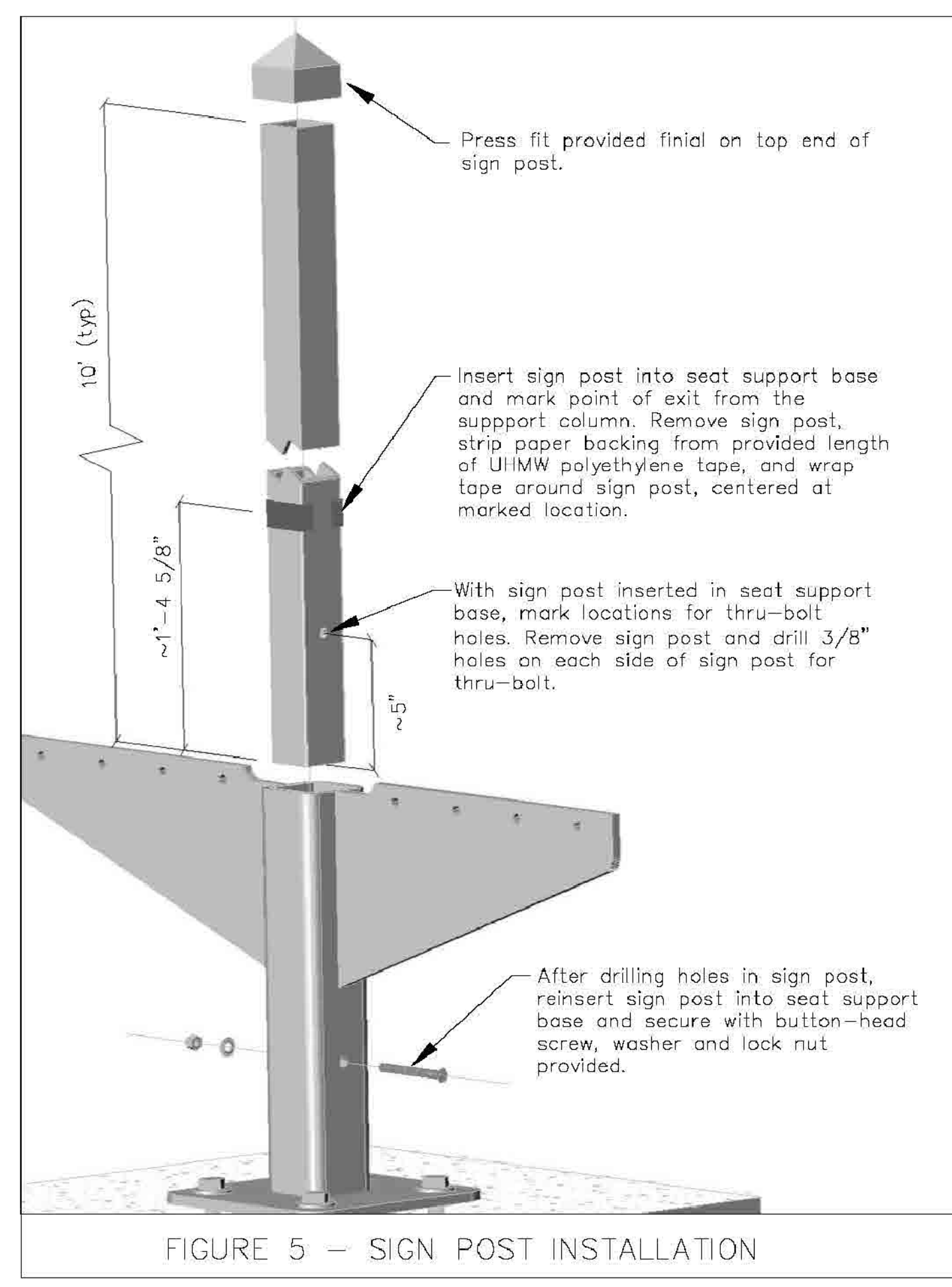
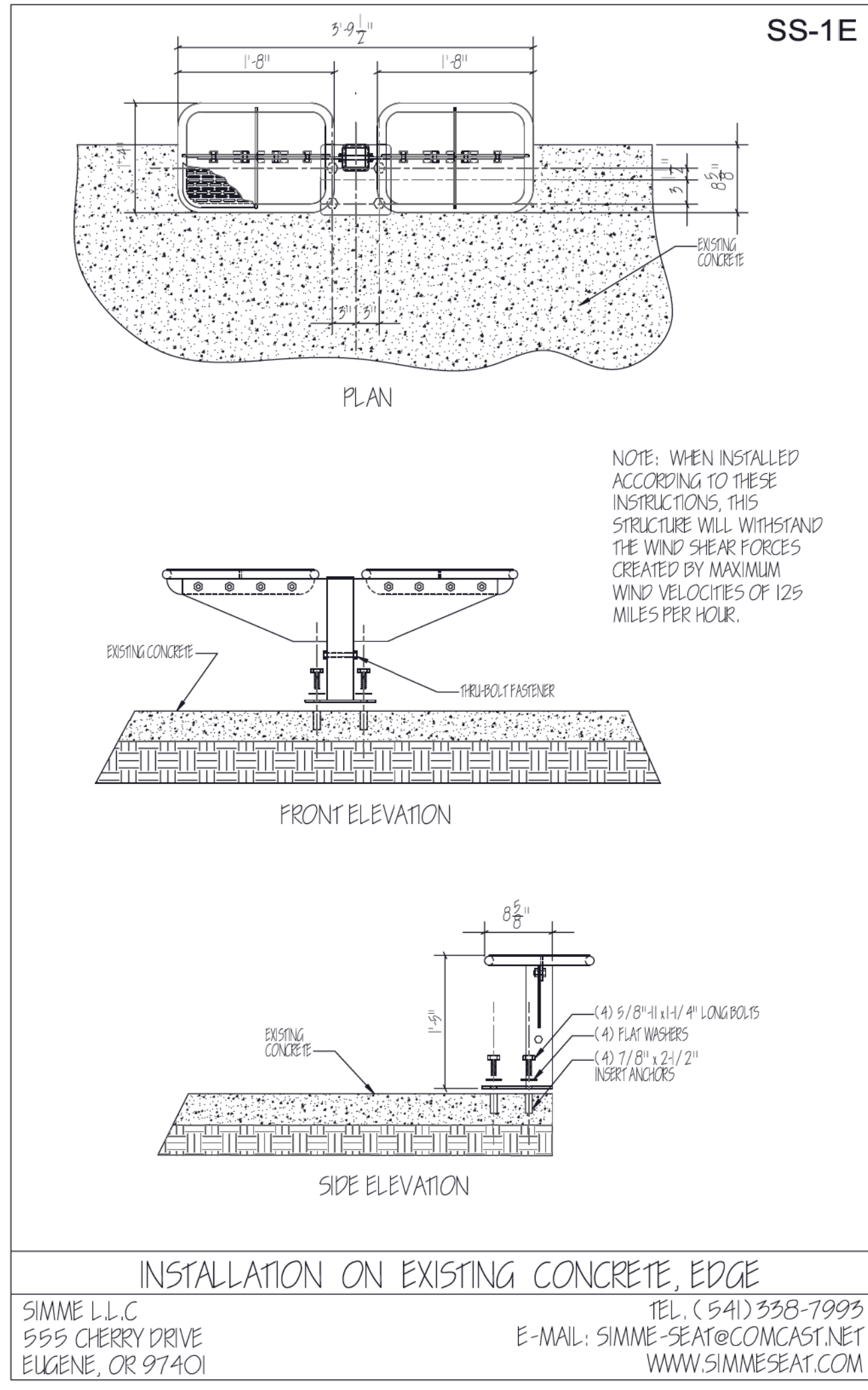
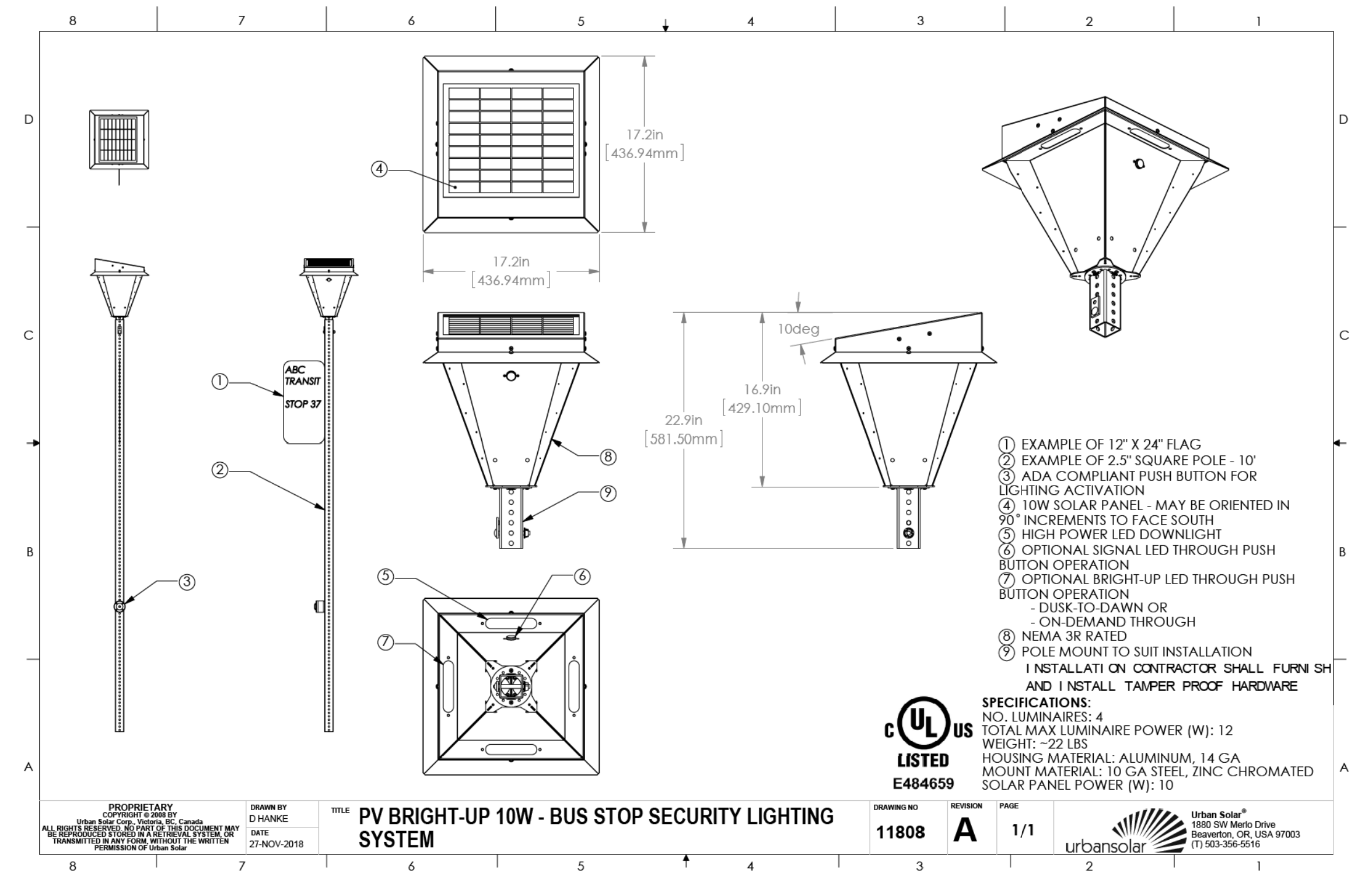
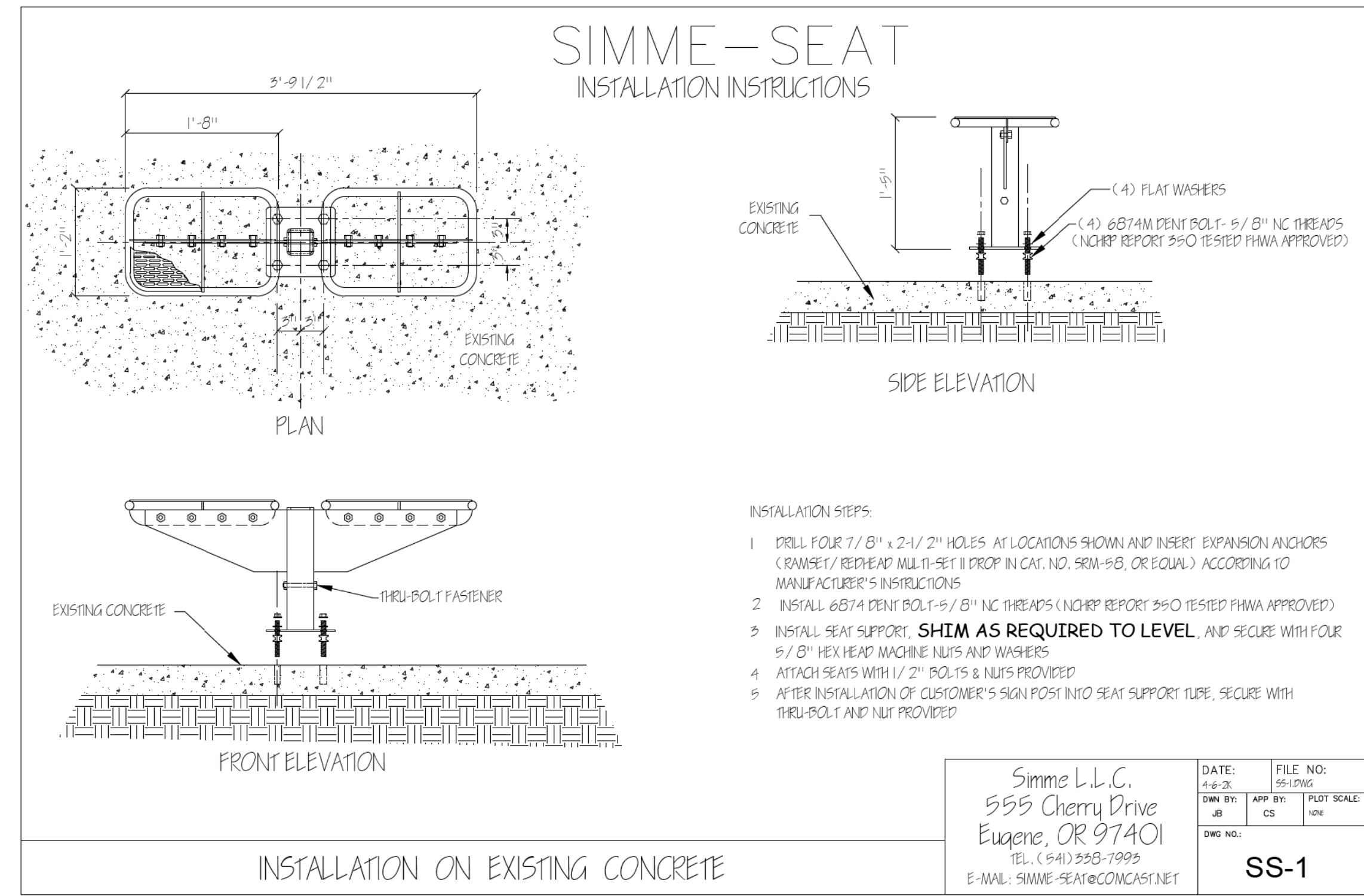
**WATTLE DETAIL**  
NOT TO SCALE

NOTES  
USE MINIMUM 12 IN. DIAMETER EXCELSIOR WATTLE.  
USE 2 FT. WOODEN STAKES WITH A 2 IN. BY 2 IN. NOMINAL CROSS SECTION.  
ONLY INSTALL WATTLE(S) TO A HEIGHT IN DITCH SO FLOW WILL NOT WASH AROUND WATTLE AND SCOUR DITCH SLOPES AND AS DIRECTED.  
INSTALL A MINIMUM OF 2 UPSLOPE STAKES AND 4 DOWNSLOPE STAKES AT AN ANGLE TO WEDGE WATTLE TO BOTTOM OF DITCH.  
PROVIDE STAPLES MADE OF 0.125 IN. DIAMETER STEEL WIRE FORMED INTO A U SHAPE NOT LESS THAN 12" IN LENGTH.  
INSTALL STAPLES APPROXIMATELY EVERY 1' LINEAR FOOT ON BOTH SIDES OF WATTLE AND AT EACH END TO SECURE IT TO THE SOIL.  
INSTALL MATTING IN ACCORDANCE WITH SECTION 1631 OF THE STANDARD SPECIFICATIONS.

STATE OF NORTH CAROLINA DEPT. OF TRANSPORTATION DIVISION OF HIGHWAYS RALEIGH, N.C.  
ROADWAY STANDARD DRAWING FOR **WATTLE DETAIL**  
SHEET 1 OF 1  
**1606.01**

3/2/2023 User: baigezza Concord\_Transit\_100\_Details\_26.dgn



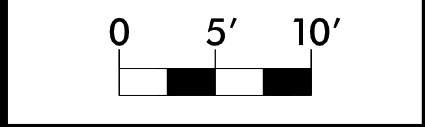


3/2/2023  
User: baigazza  
Concord\_Transit\_100\_Details\_27.dgn

REVISIONS	DATE	BY	DESCRIPTION

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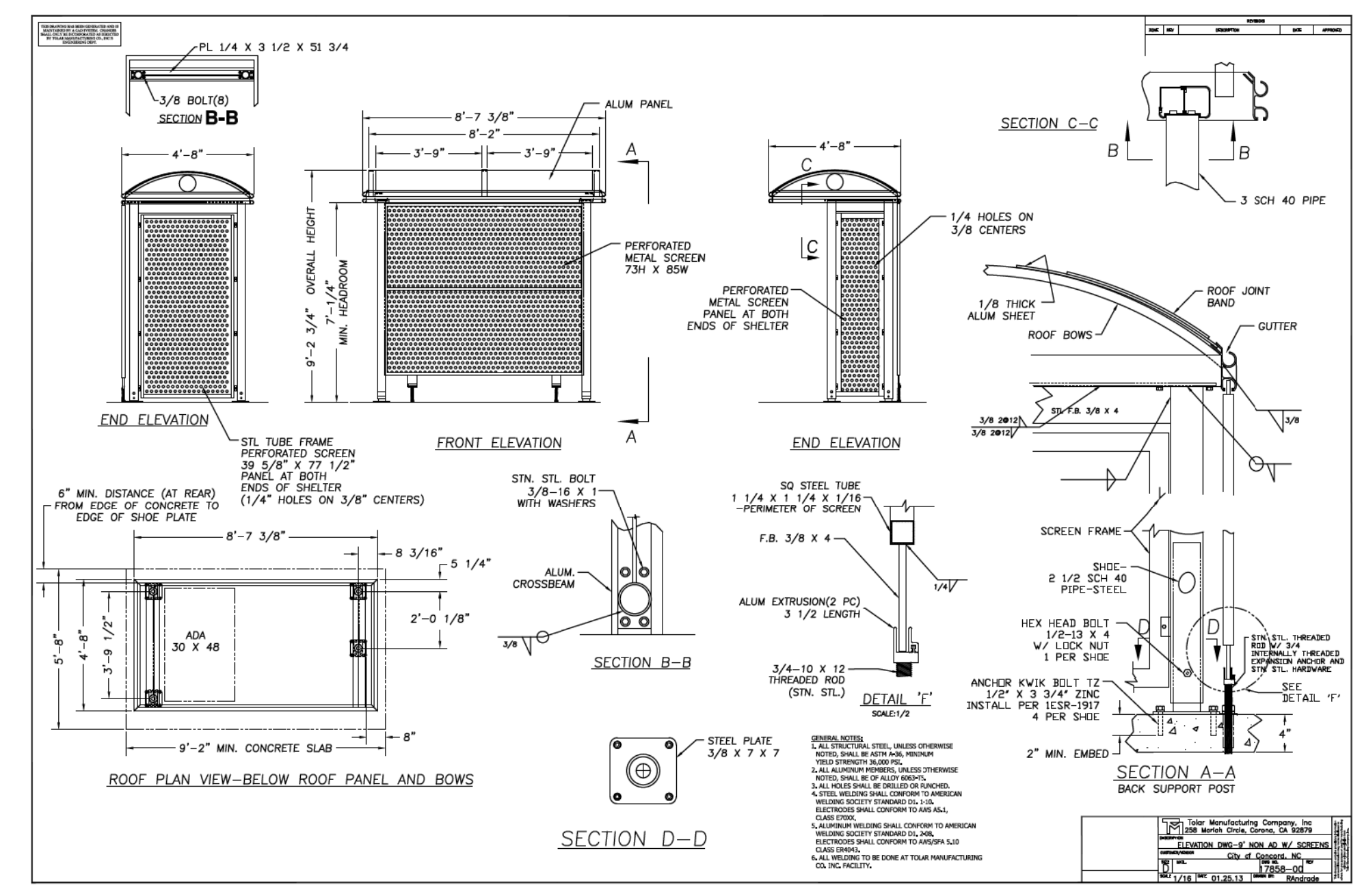
DATE: 03/02/2023  
 DESIGNED BY: AJA  
 CHECKED BY: GSS



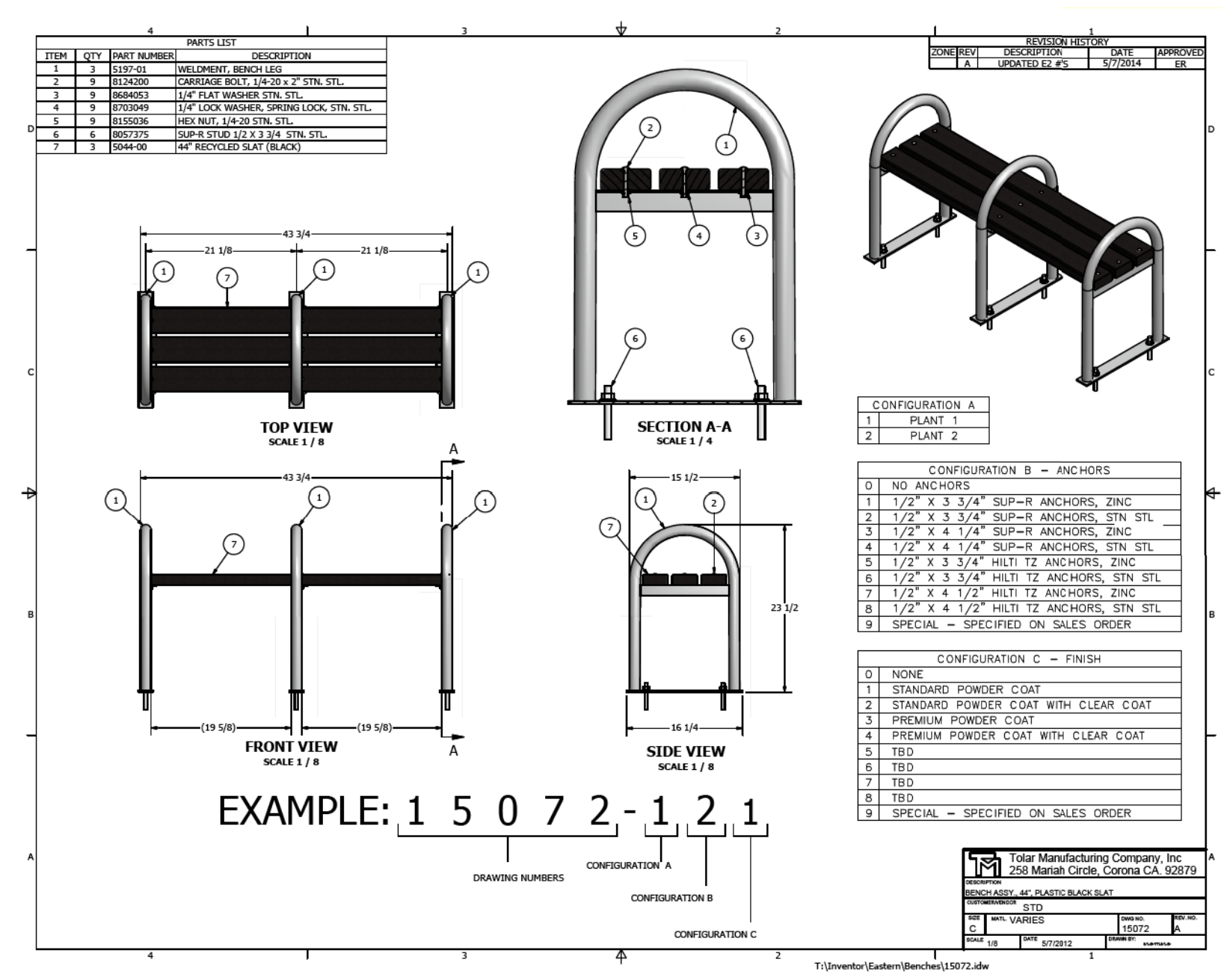
Infrastructure Consulting Services, Inc.  
**RKA**  
 RAMEY KEMP ASSOCIATES  
 6808 Faringdon Place  
 Raleigh, North Carolina 27609  
 Phone: 919-875-5116  
 NC License No. F-1489  
 www.rameykemp.com

NOTES:

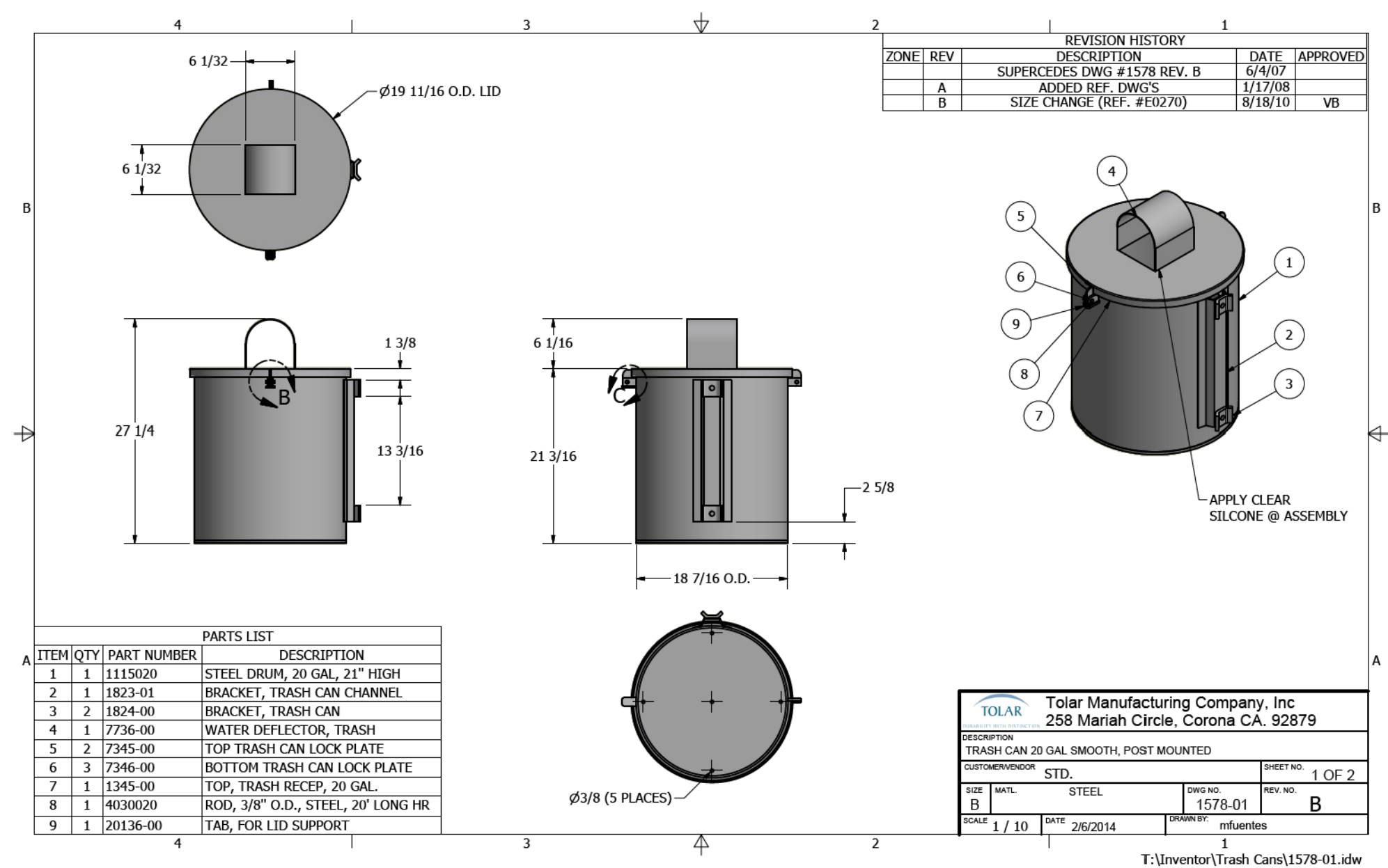
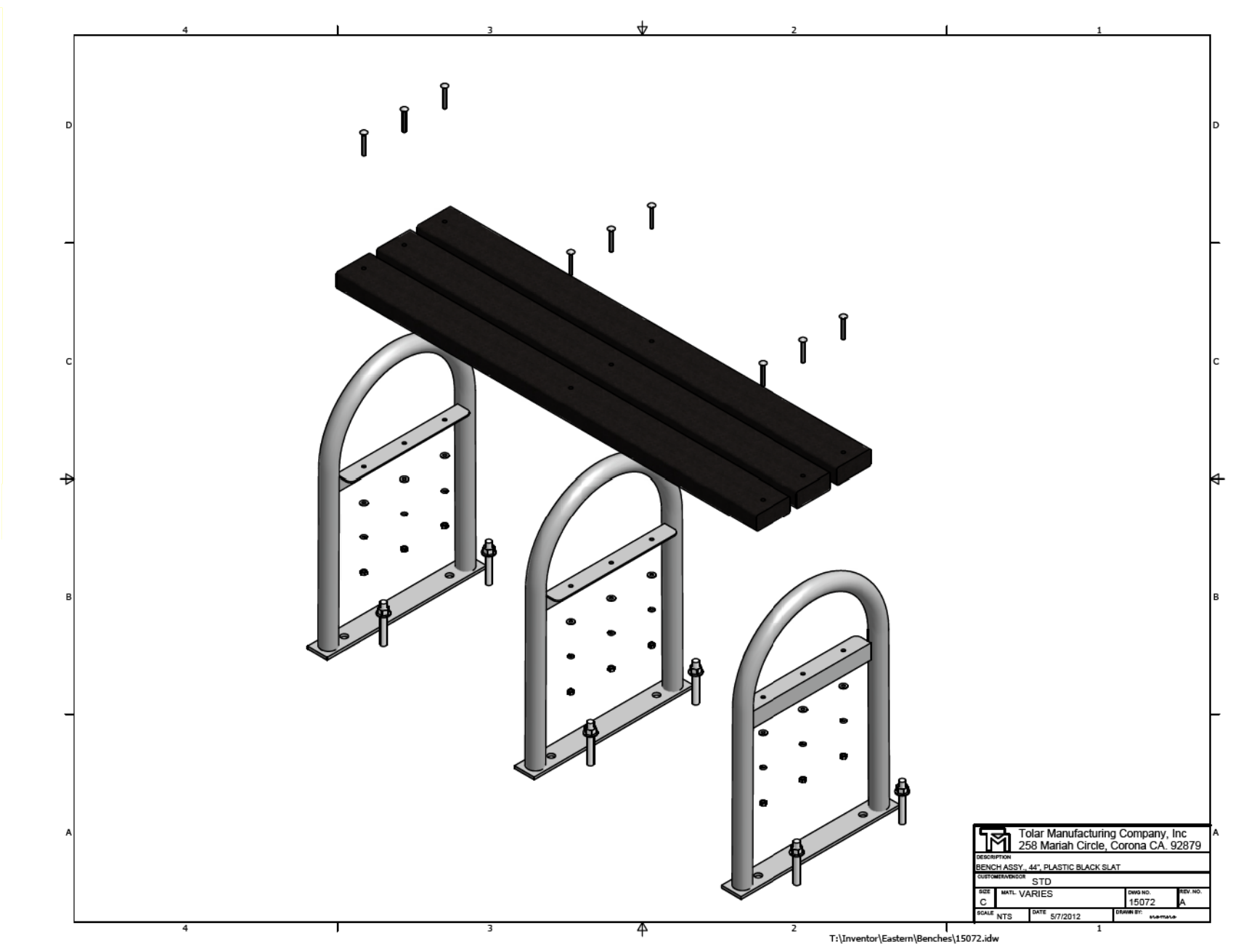
- ALL SHELTERS, BENCHES, AND TRASH CANS ARE TO BE PURCHASED BY OWNER AND INSTALLED BY THE CONTRACTOR UNLESS OTHERWISE NOTED. SEE GENERAL NOTES ON SHEET 2.1.
- INSTALL SHELTER COLUMNS BASE A MINIMUM OF 6" FROM EDGE OF CONCRETE SHELTER PAD. (TYPICAL UNLESS OTHERWISE SHOWN)
- FOR SITES WHERE SHELTERS ARE INSTALLED IN THE FUTURE, EXISTING SIMME-SEAT IS TO BE REMOVED AND REPLACED WITH STANDARD SHELTER BENCH.



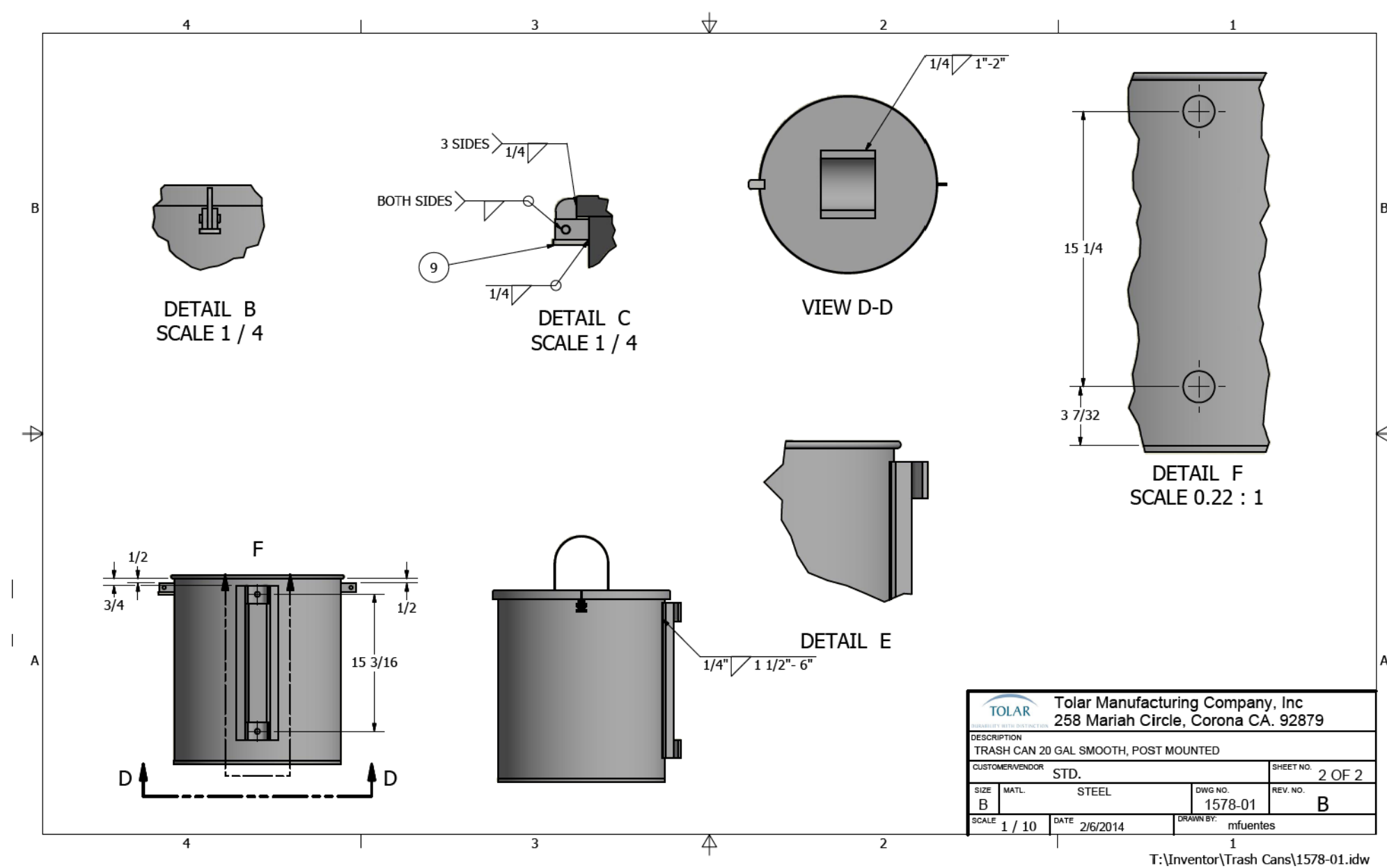
TYPICAL SHELTER



TYPICAL SHELTER BENCH



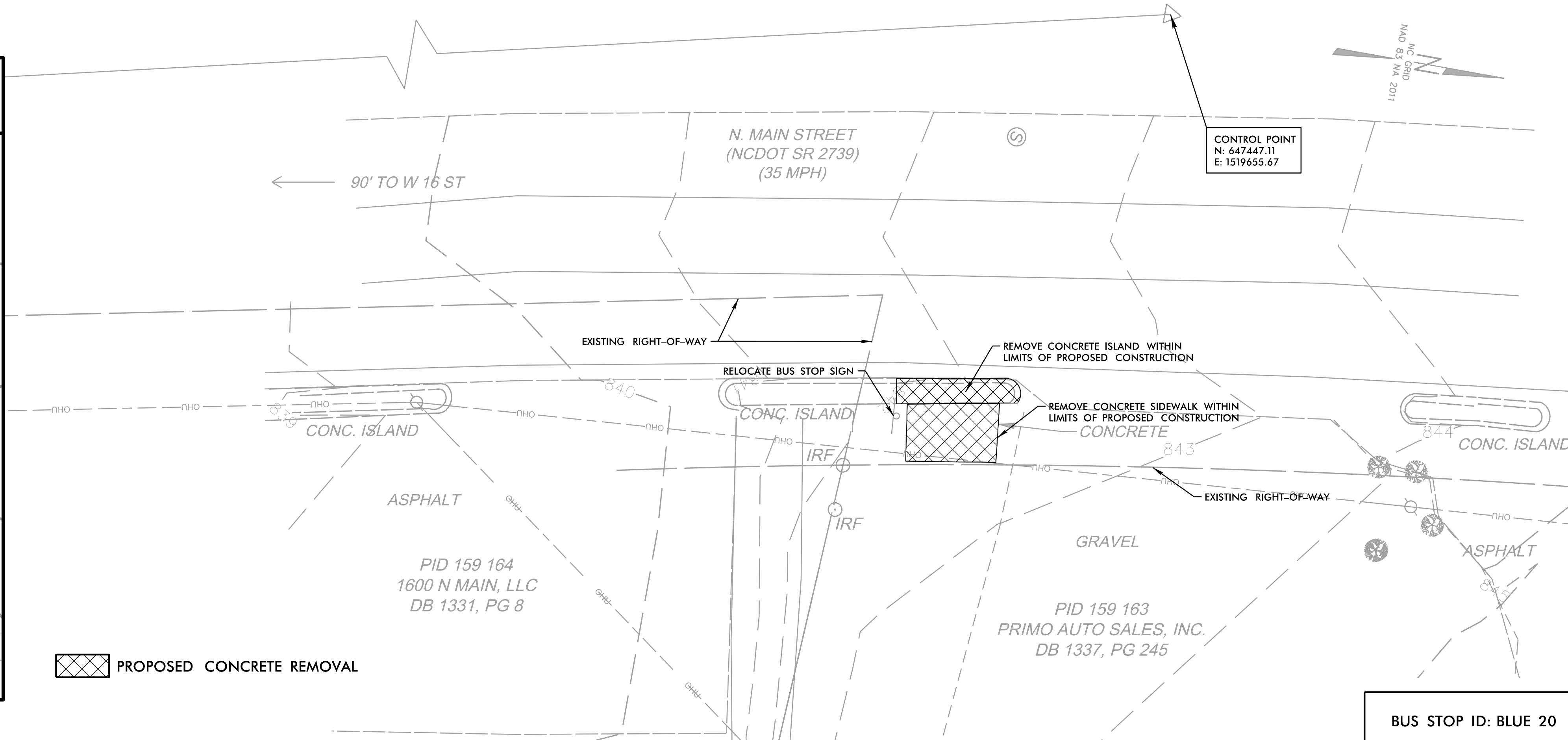
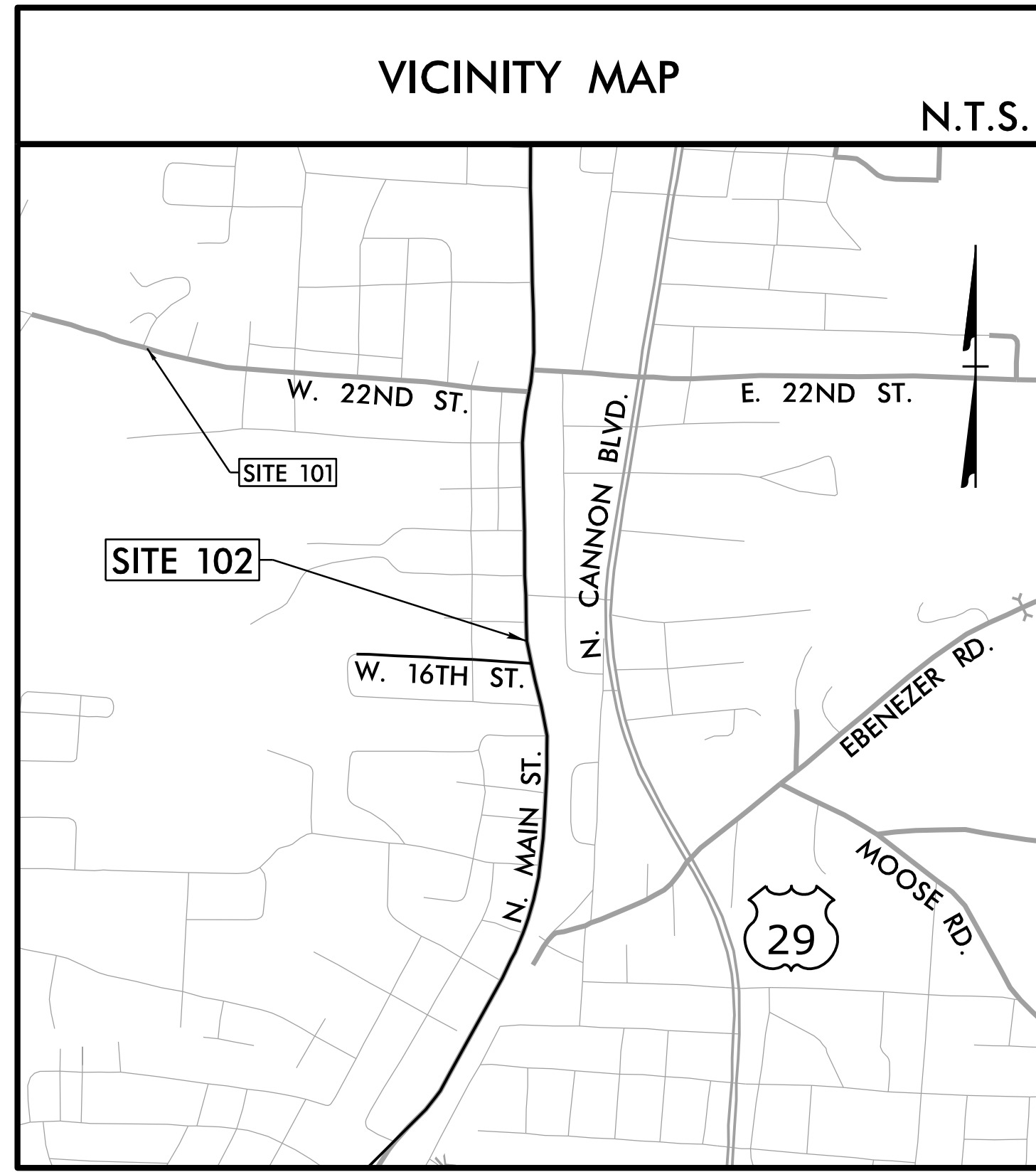
TYPICAL SHELTER MOUNTED TRASH CAN



3/2/2023  
User: baigazzo  
Concord\_Transit\_100\_Details\_28.dgn

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### EXISTING SURVEY/DEMOLITION PLAN



SITE NO. 102

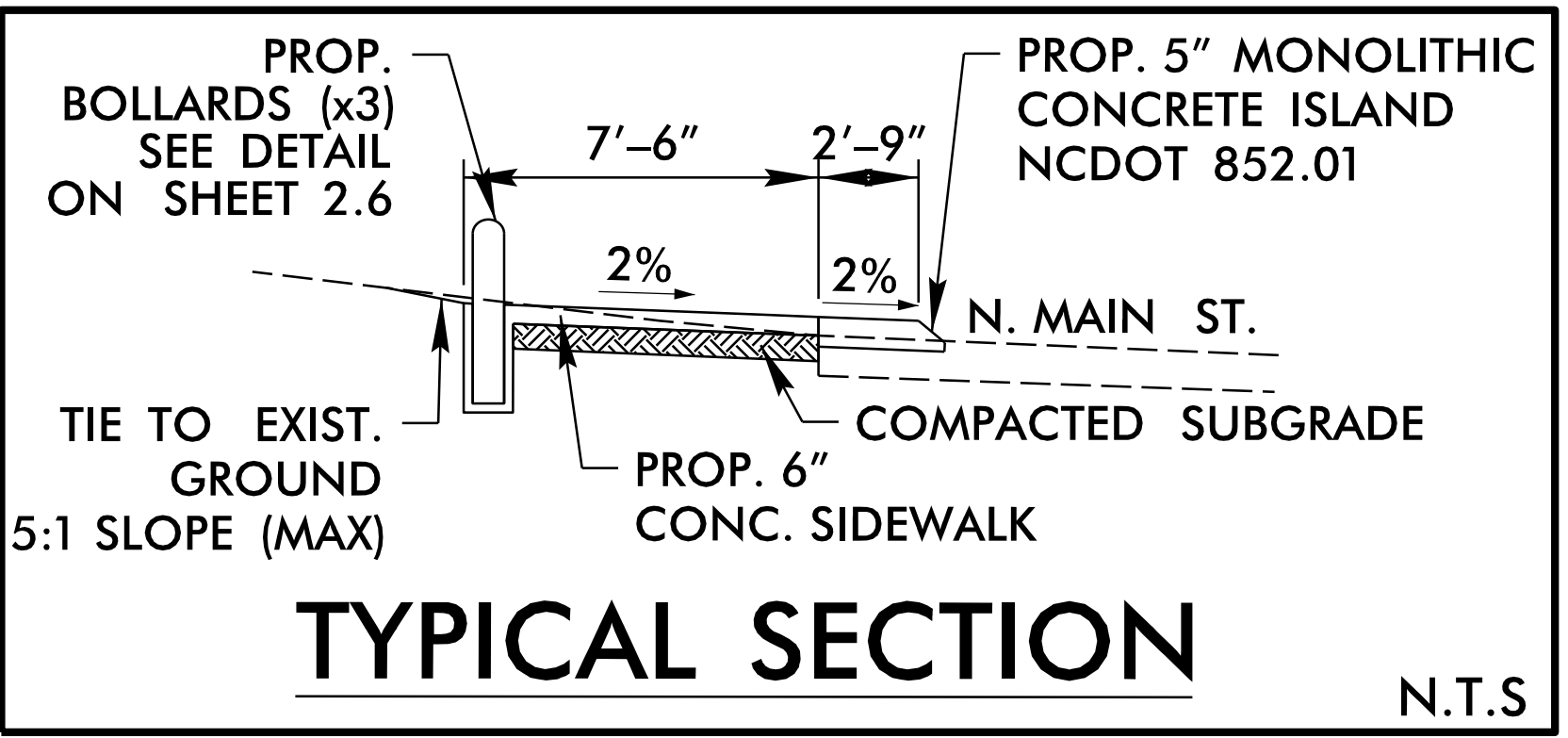
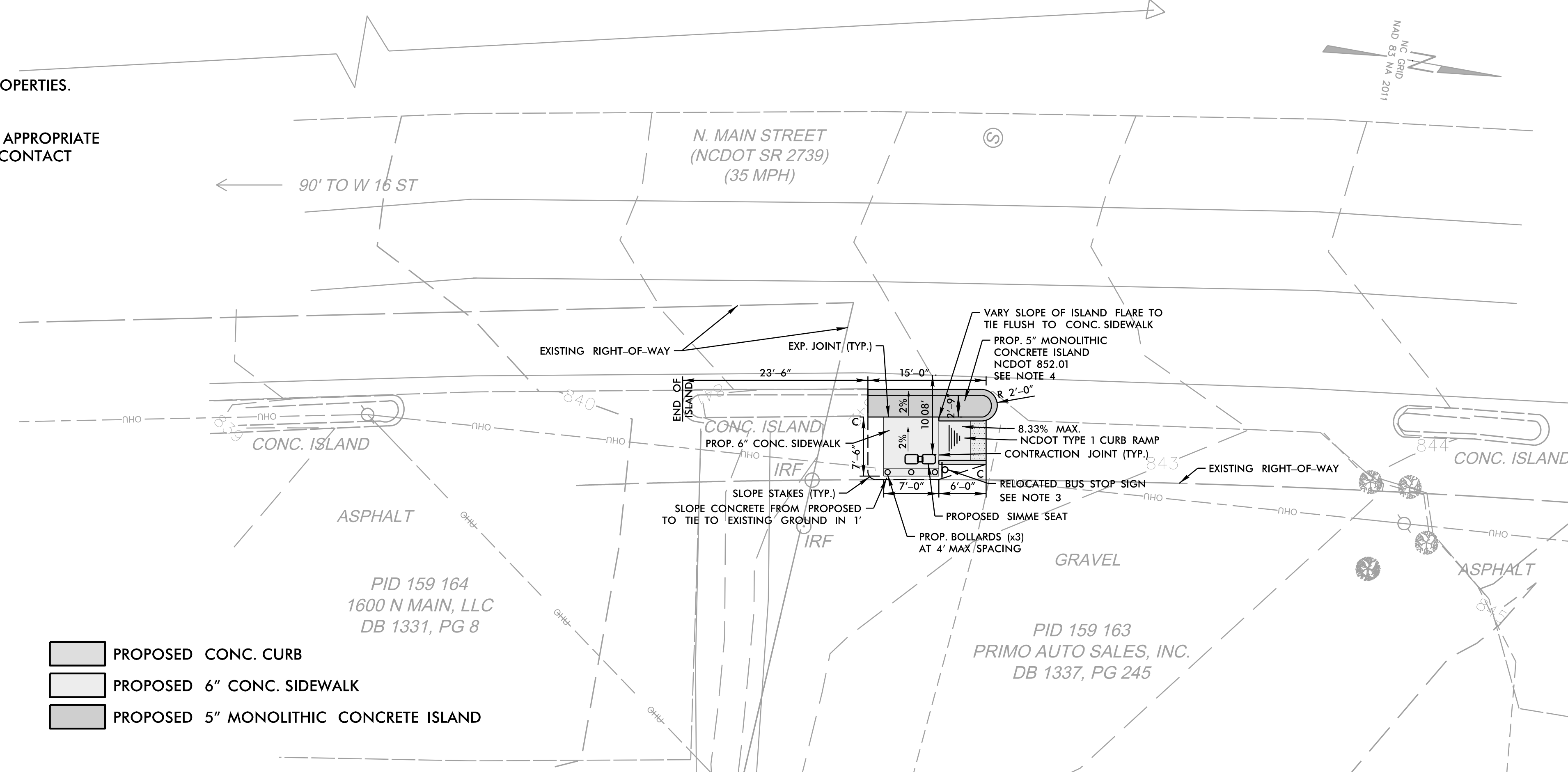


CITY OF CONCORD  
RIDER TRANSIT BUS STOPS  
N. MAIN STREET (NB)  
AT W. 16TH STREET

BUS STOP ID: BLUE 20

### PROPOSED PLAN

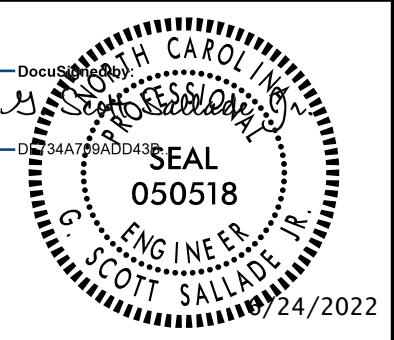
- NOTES:
1. SEE GENERAL NOTES, LIST OF STANDARDS, & DETAILS ON SERIES 2 SHEETS.
  2. NO RIGHT-OF-WAY OR EASEMENTS HAVE BEEN ACQUIRED ON ADJACENT PROPERTIES.
  3. MOUNT SIGN 84" ABOVE SIDEWALK. 2' MIN. & 8' MAX. CLEAR FROM EDGE OF PAVEMENT TO EDGE OF SIGN.
  4. CONTRACTOR TO VERIFY EXISTING SUBSURFACE CONDITIONS TO DETERMINE APPROPRIATE INSTALLATION METHOD (KEYED IN, SURFACE MOUNTED, NEW BASE COURSE). CONTACT ENGINEER FOR APPROVAL PRIOR TO POURING CONCRETE.



- PROPOSED CONC. CURB
- PROPOSED 6" CONC. SIDEWALK
- PROPOSED 5" MONOLITHIC CONCRETE ISLAND

REVISIONS	DATE:	06/24/2022
	DESIGNED BY:	AJA
	CHECKED BY:	GSS
	SCALE:	0 5' 10'
	SEAL:	050518
	ENGINEER:	G. COTT SALLADY
	DATE:	06/24/2022

DATE: 06/24/2022  
DESIGNED BY: AJA  
CHECKED BY: GSS

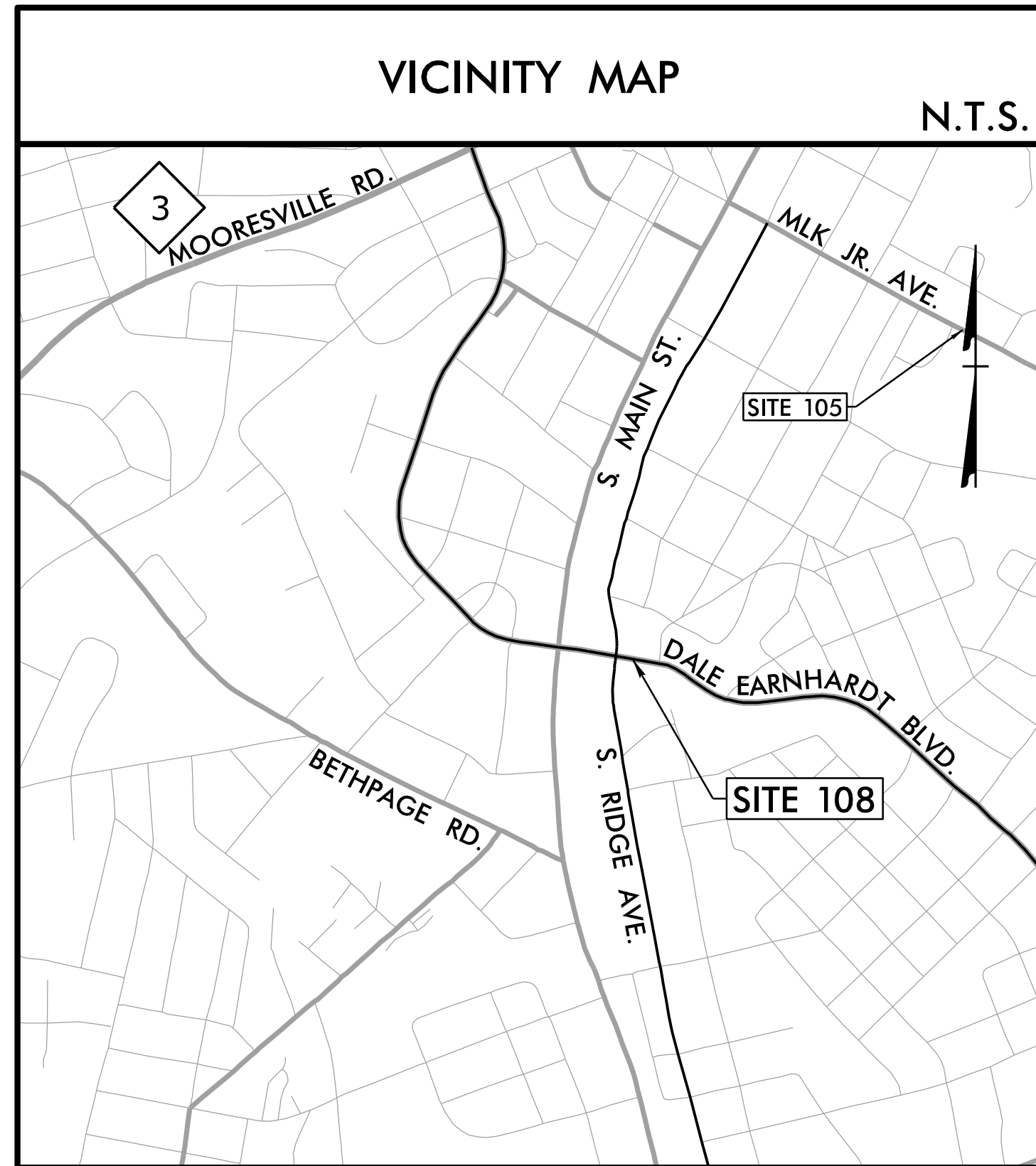


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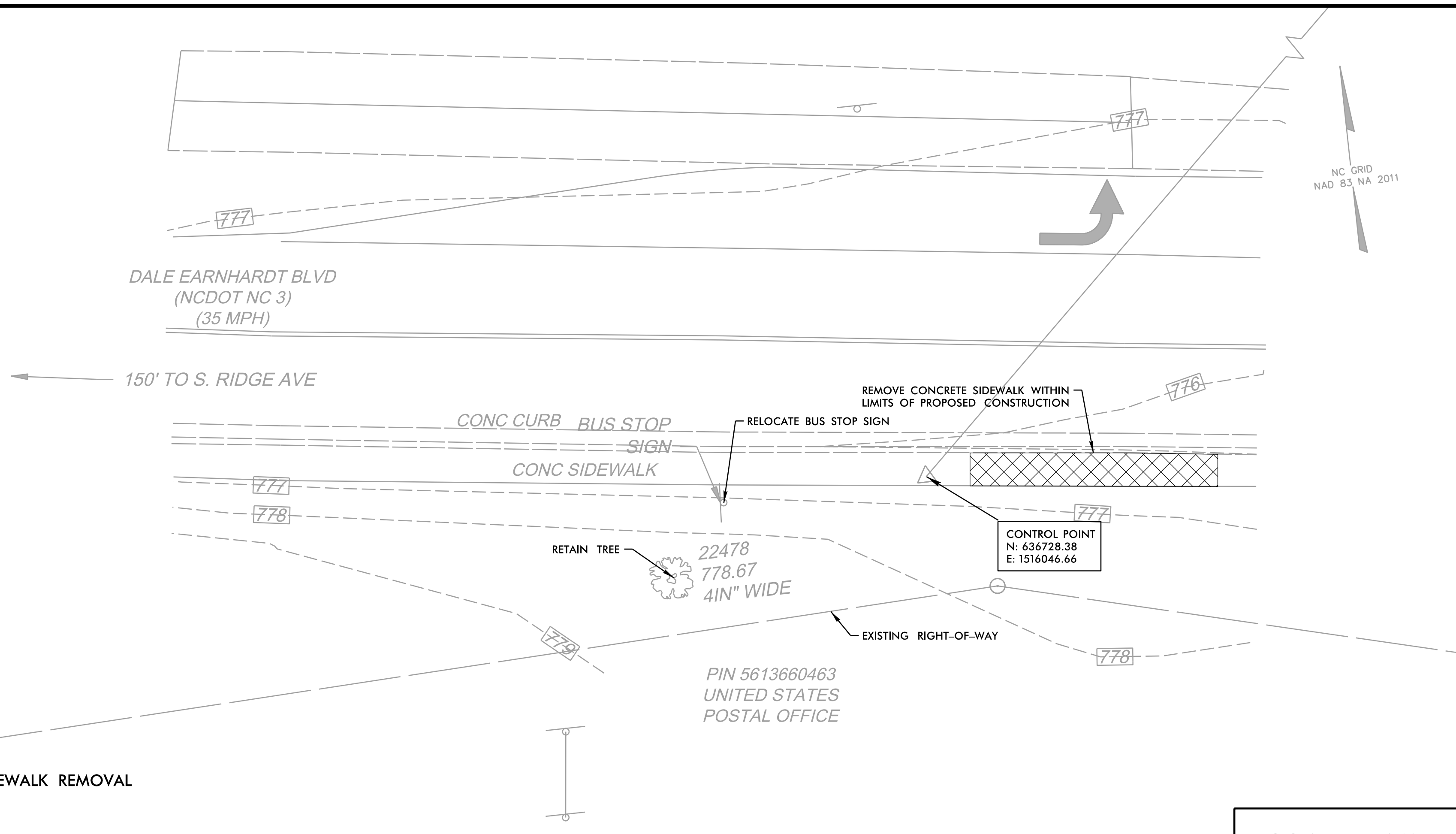
6/22/2022  
user: gajgajza  
Concord\_Transit\_Site\_102\_PSH.dgn

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**EXISTING SURVEY/DEMOLITION PLAN**



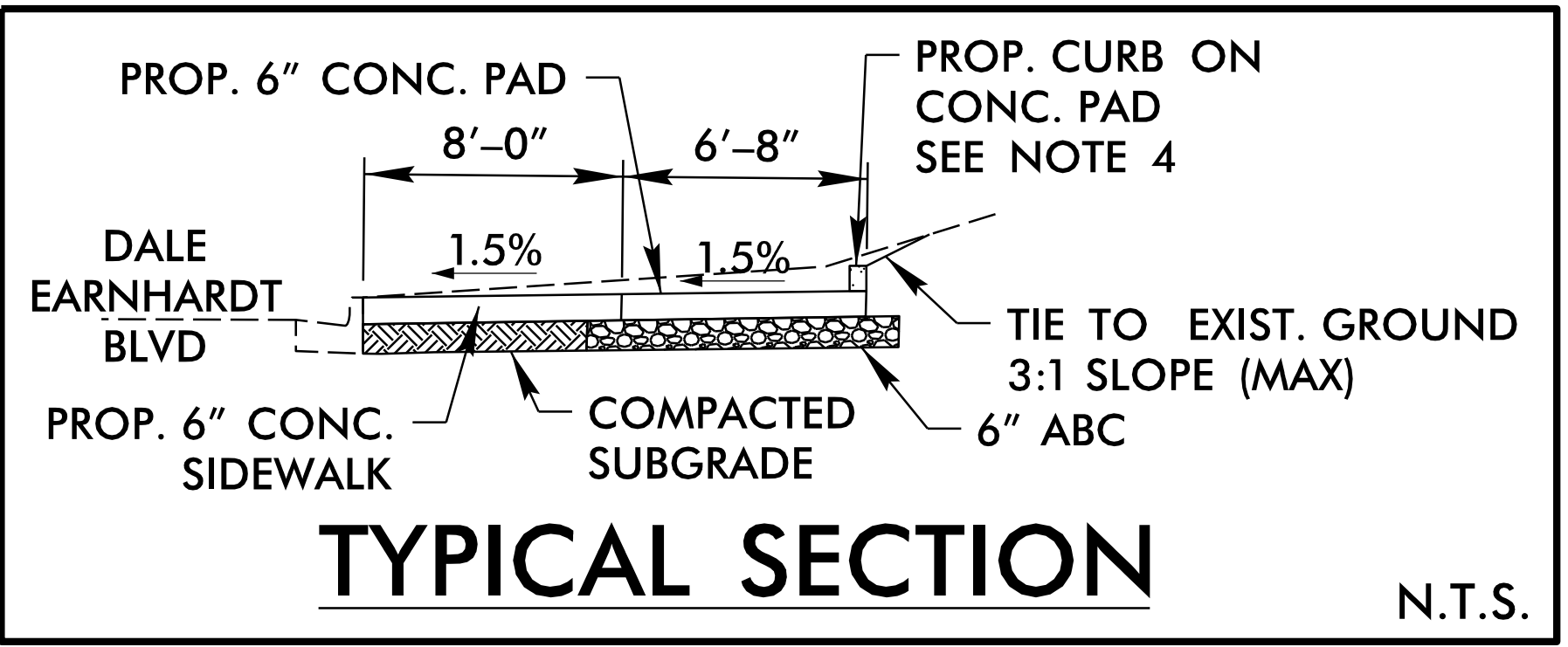
PROPOSED SIDEWALK REMOVAL



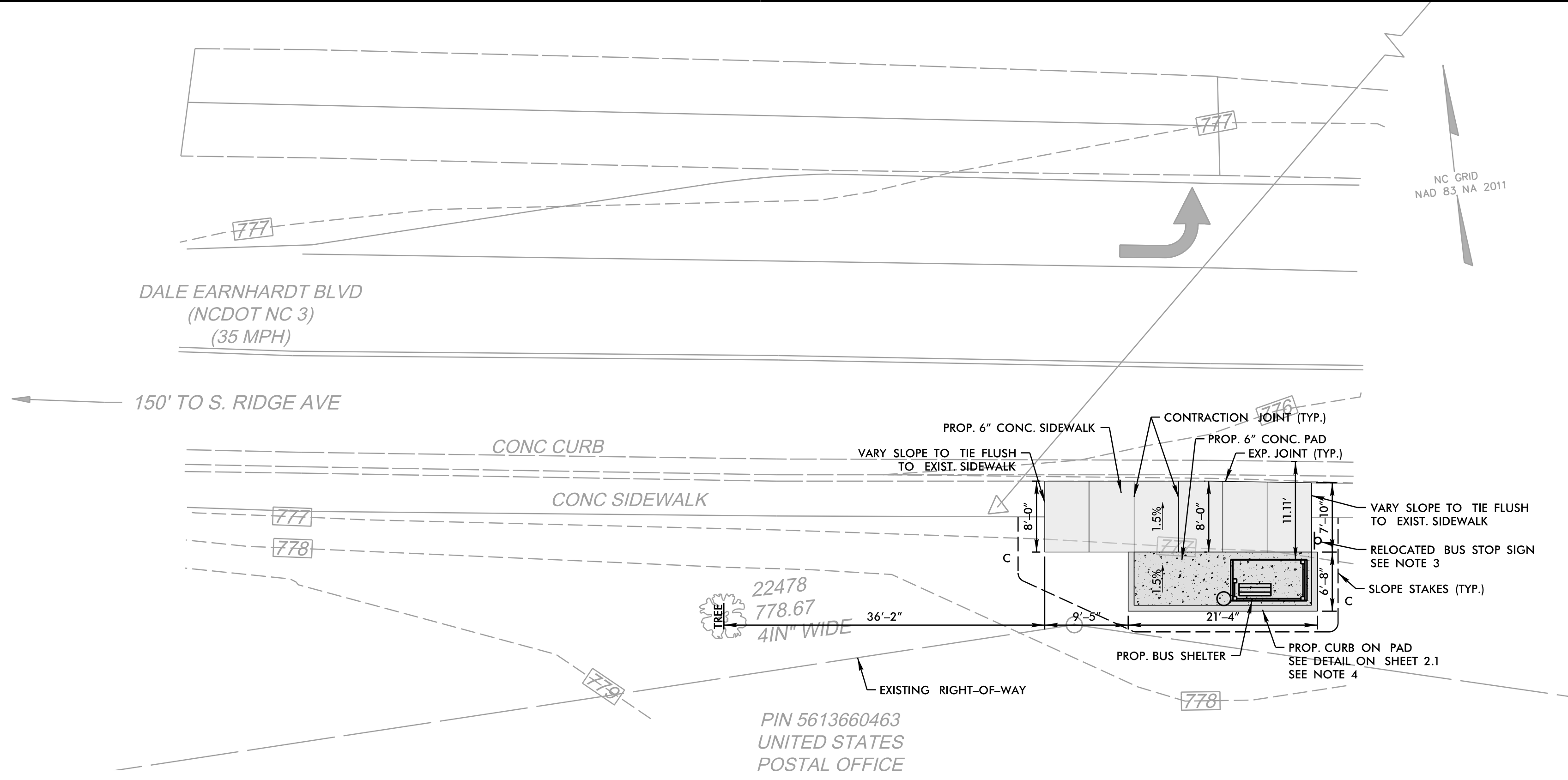
BUS STOP ID: BROWN 28

**PROPOSED PLAN**

- NOTES:
1. SEE GENERAL NOTES, LIST OF STANDARDS, & DETAILS ON SERIES 2 SHEETS.
  2. NO RIGHT-OF-WAY OR EASEMENTS HAVE BEEN ACQUIRED ON ADJACENT PROPERTIES. COMPLETE ALL WORK WITHIN EXISTING RIGHT-OF-WAY.
  3. MOUNT SIGN 84" ABOVE SIDEWALK. 2' MIN. & 8' MAX. CLEAR FROM EDGE OF PAVEMENT TO EDGE OF SIGN.
  4. CURB HEIGHT TO BE SET AT 9" ABOVE PAD UNLESS OTHERWISE DIRECTED BY ENGINEER.



- PROPOSED 6" CONC. PAD WITH 6" STONE AND WIRE FABRIC
- PROPOSED 6" CONC. SIDEWALK
- PROPOSED CONC. CURB

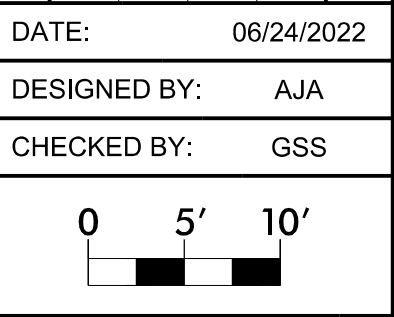


SITE NO.  
**108**



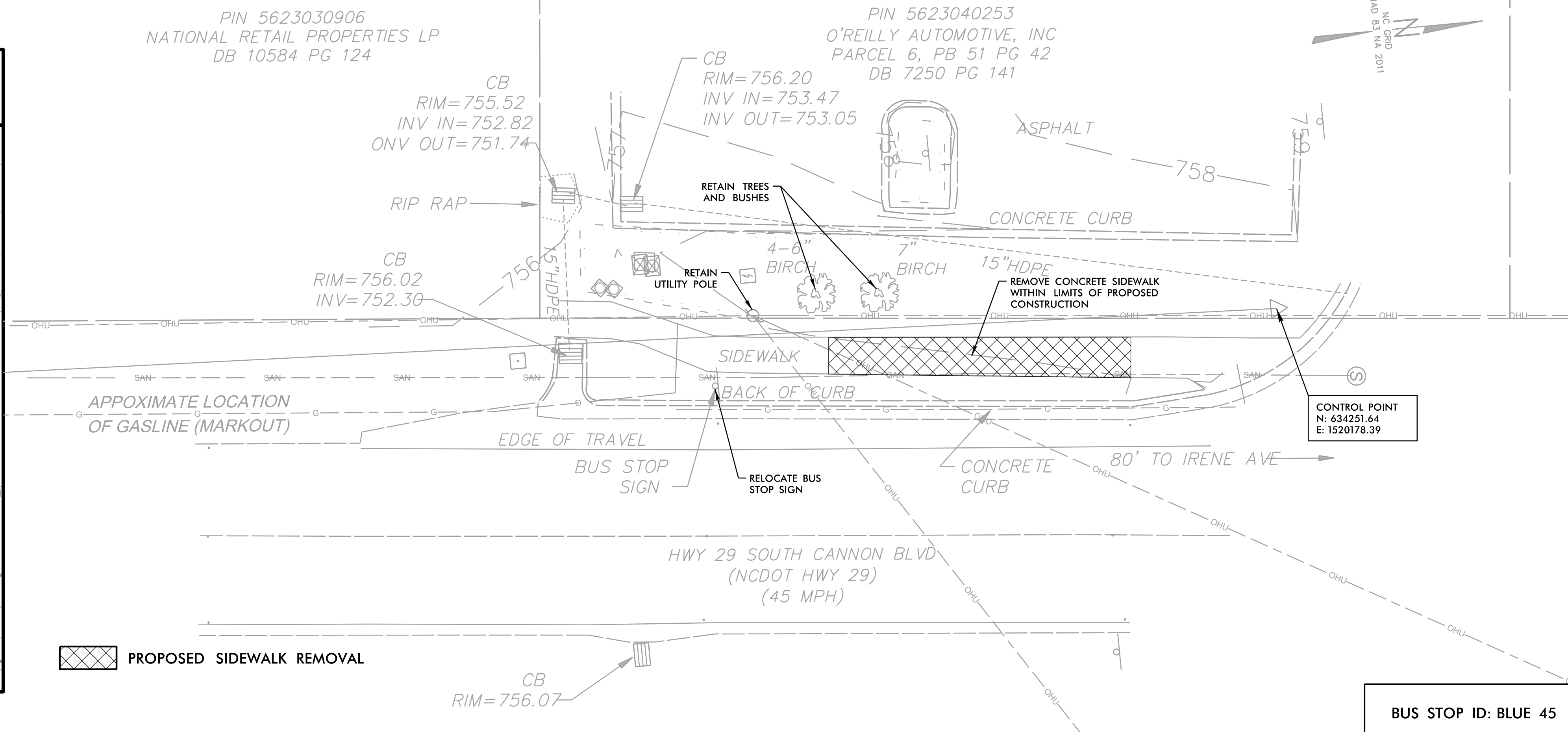
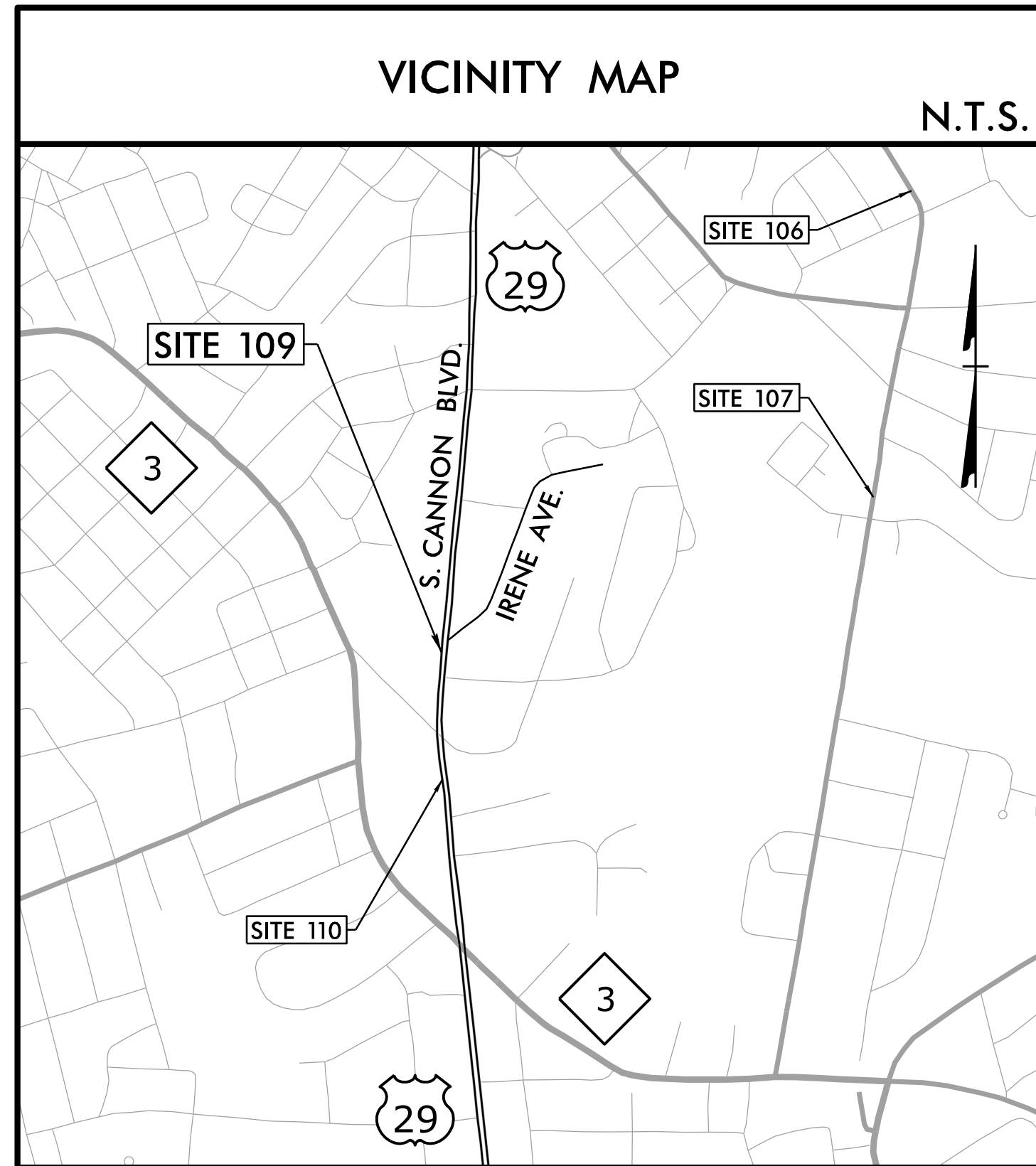
CITY OF CONCORD  
RIDER TRANSIT BUS STOPS  
DALE EARNHARDT BOULEVARD (EB)  
AT KANNAPOLIS POST OFFICE

REVISIONS	DATE	DESIGNED BY	CHECKED BY
	06/24/2022	AJA	GSS



6/22/2022  
user: gajgza  
Concord\_Transit\_Site\_108\_PSH.dgn

**EXISTING SURVEY/DEMOLITION PLAN**



**SITE NO.**  
**109**

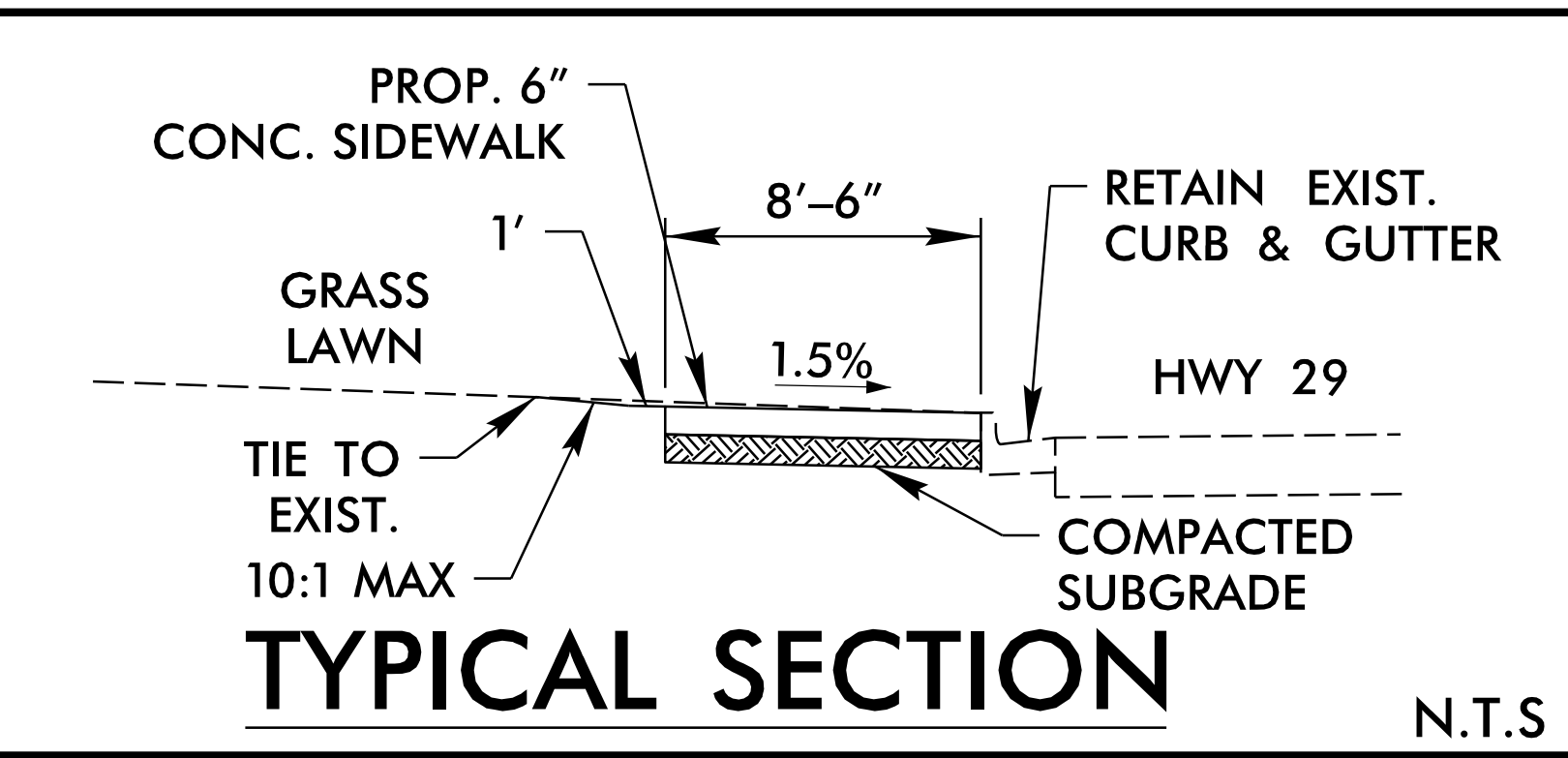
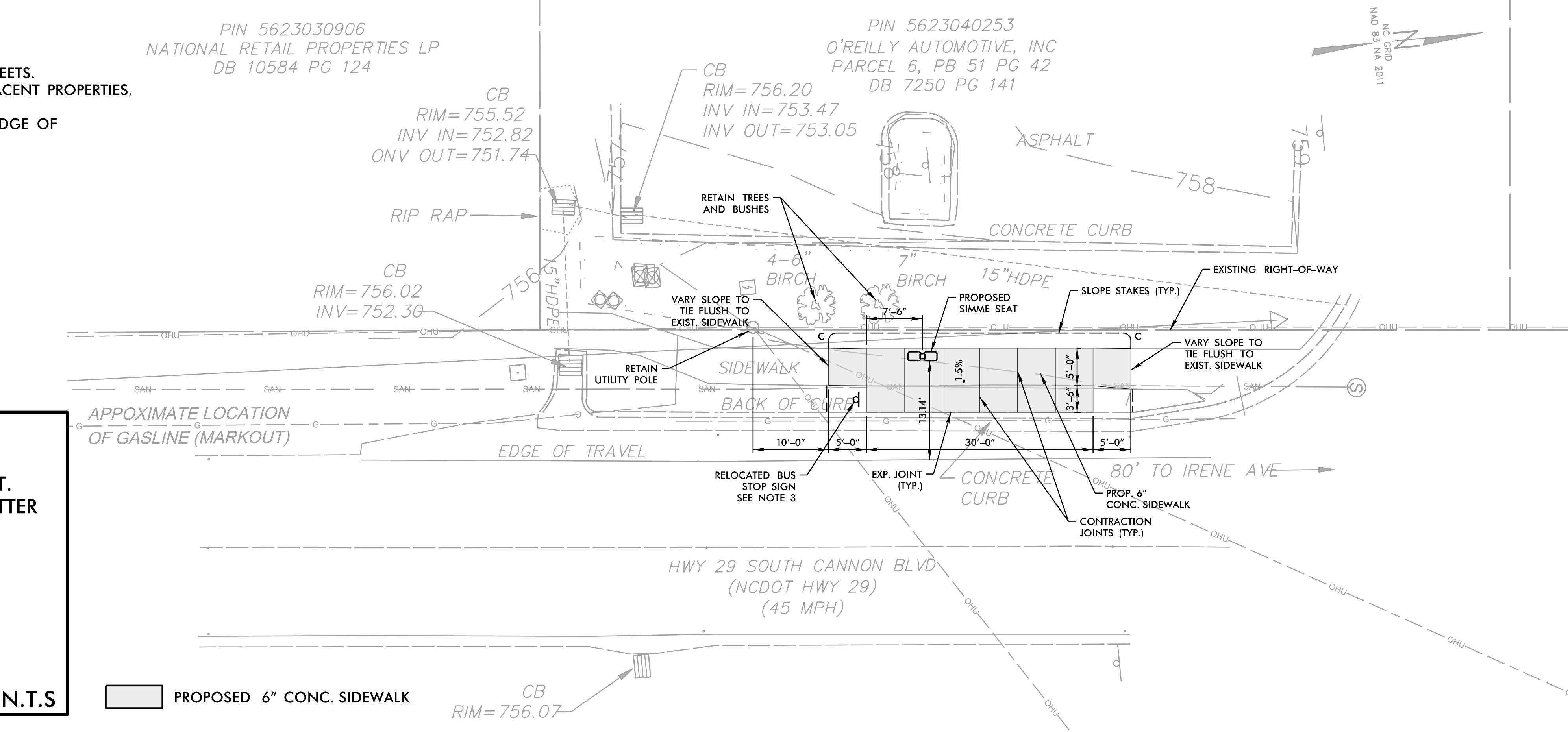
**CONNECTING COMMUNITY**  
**Rider**  
Concord Kannapolis Area Transit

**CITY OF CONCORD**  
**RIDER TRANSIT BUS STOPS**  
**HIGHWAY 29 (SB)**  
**AT IRENE AVENUE**

**BUS STOP ID: BLUE 45**

**PROPOSED PLAN**

- NOTES:**
1. SEE GENERAL NOTES, LIST OF STANDARDS, & DETAILS ON SERIES 2 SHEETS.
  2. NO RIGHT-OF-WAY OR EASEMENTS HAVE BEEN ACQUIRED ON ADJACENT PROPERTIES. COMPLETE ALL WORK WITHIN EXISTING RIGHT-OF-WAY.
  3. MOUNT SIGN 84" ABOVE SIDEWALK. 2' MIN. & 8' MAX. CLEAR FROM EDGE OF PAVEMENT TO EDGE OF SIGN.



**REVISIONS**


**DATE:** 06/24/2022  
**DESIGNED BY:** AJA  
**CHECKED BY:** GSS

0 5' 10'

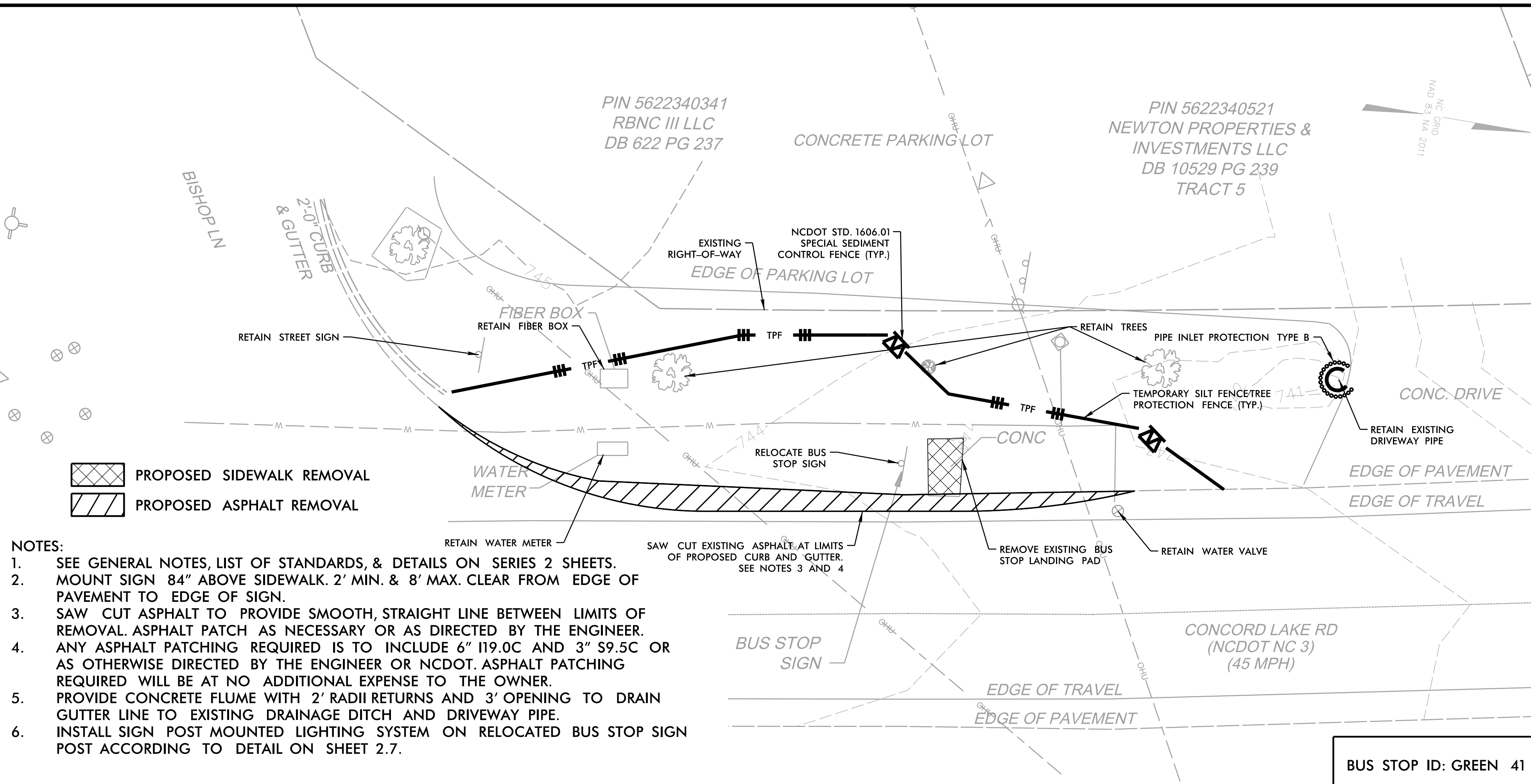
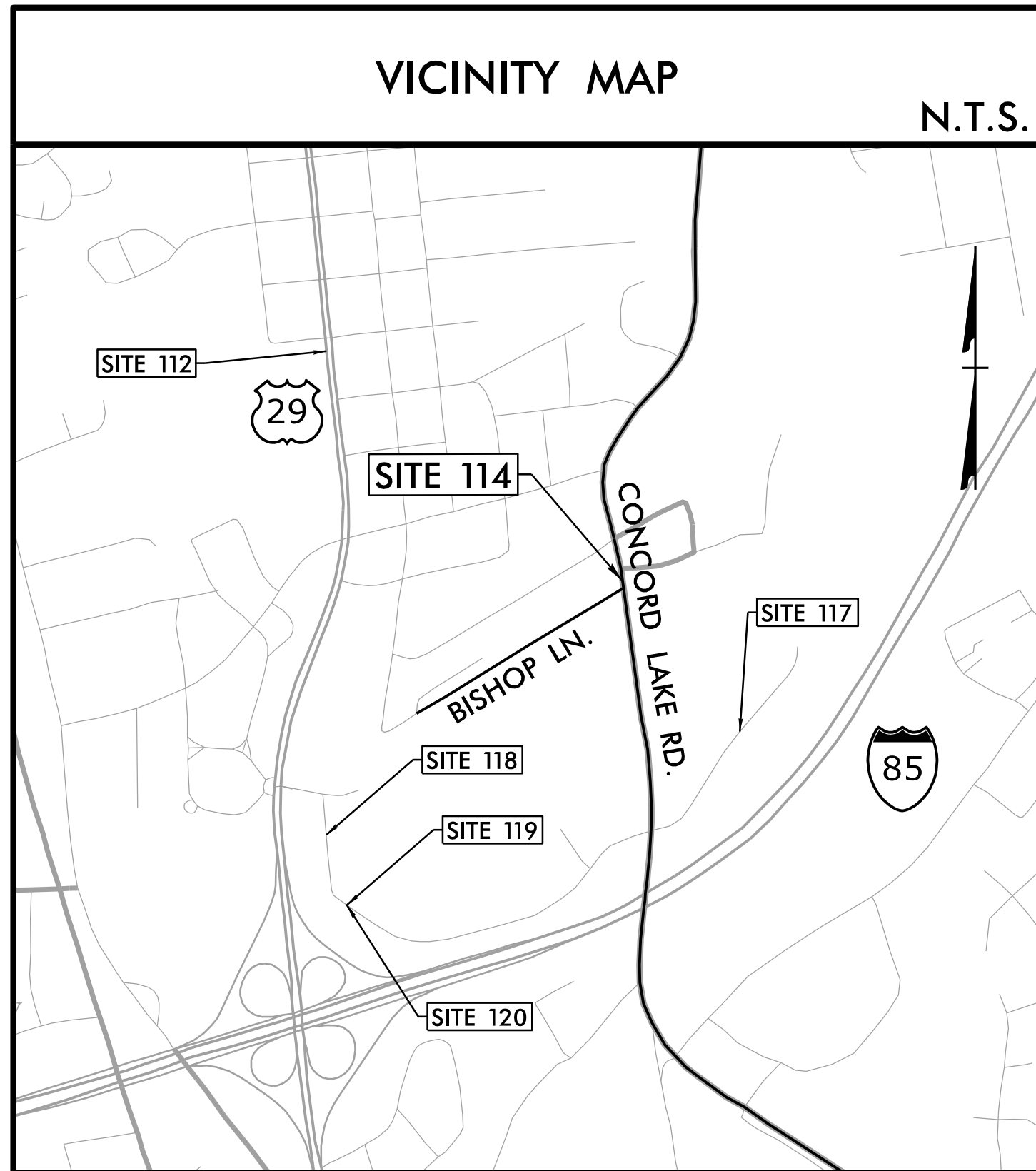
**SEAL**  
050518  
ENGINEER  
COTT SALLADY  
24/2022

**RKA**  
**RAMEY KEMP ASSOCIATES**  
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Raleigh, North Carolina 27609  
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6/22/2022  
user: agi.gazza  
Concord\_Transit\_Site\_109\_PSH.dgn

### EXISTING SURVEY/DEMOLITION PLAN



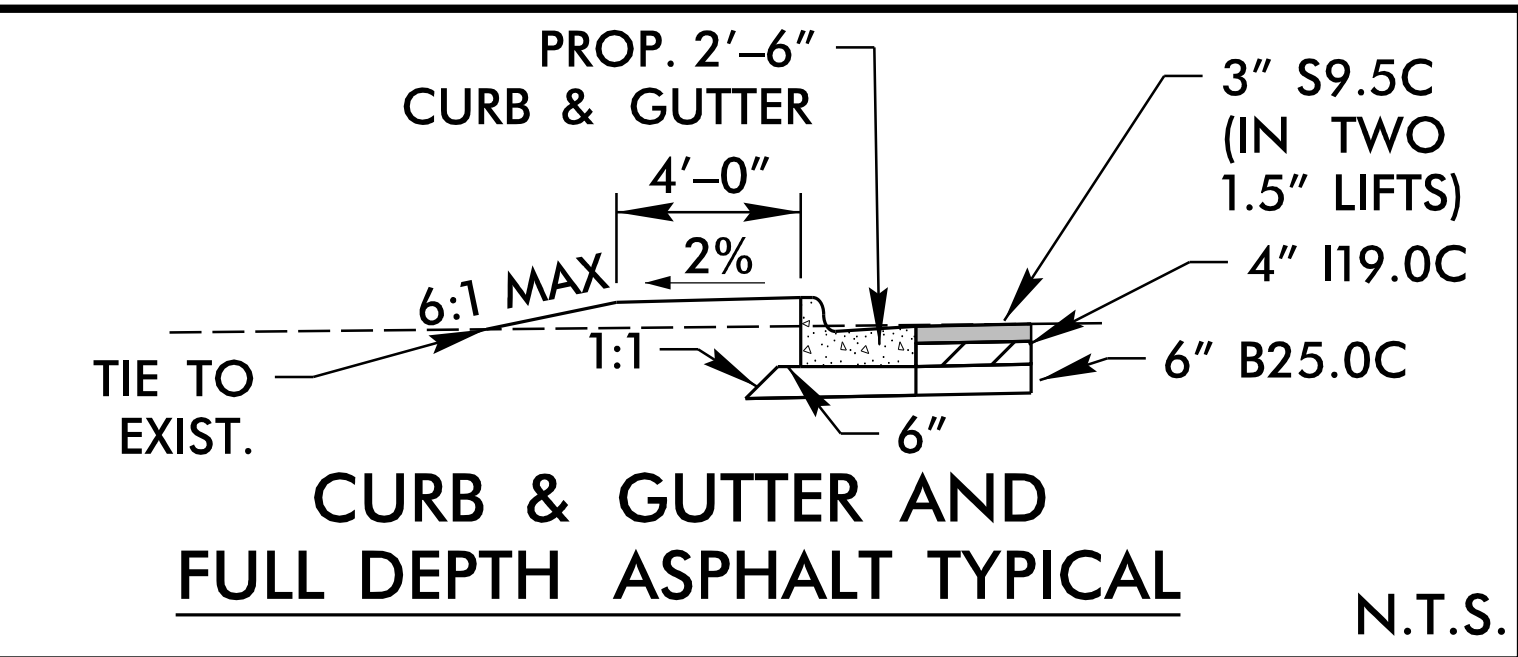
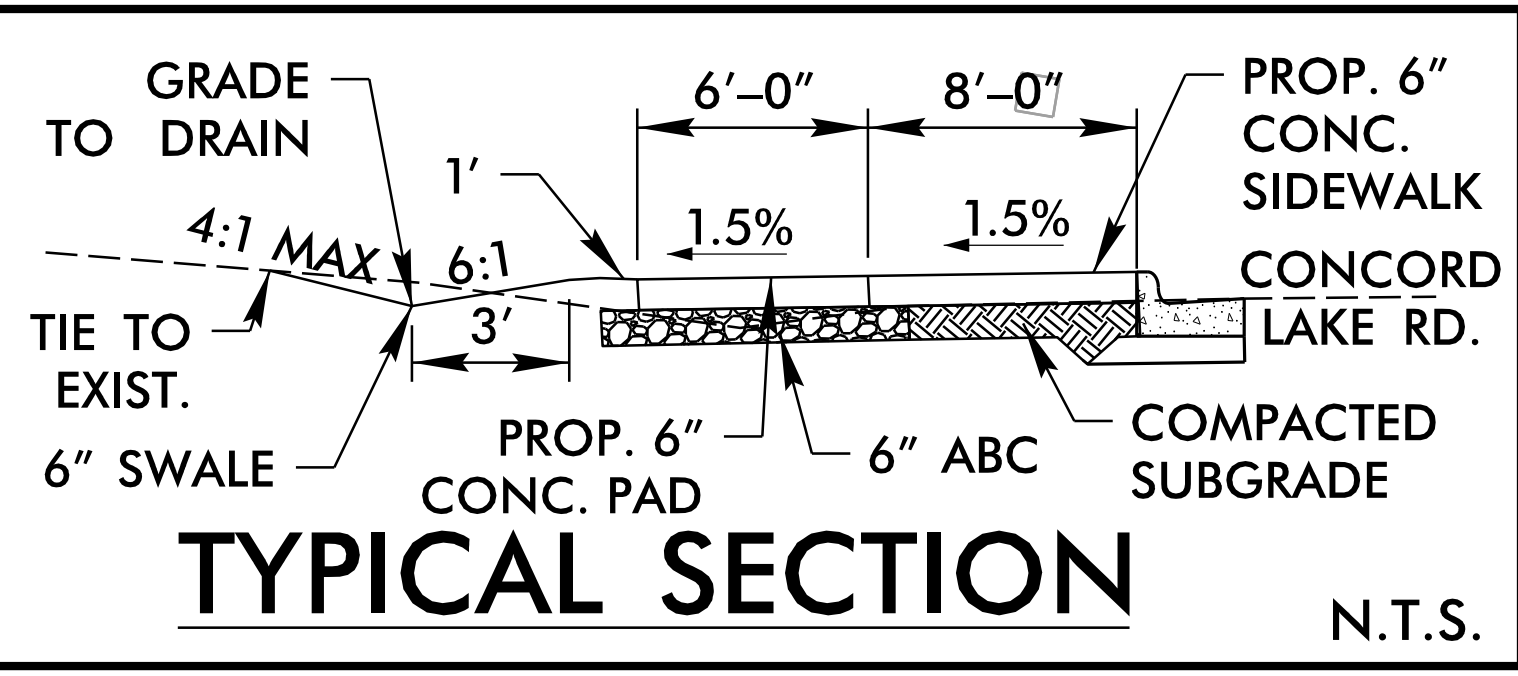
SITE NO. 114



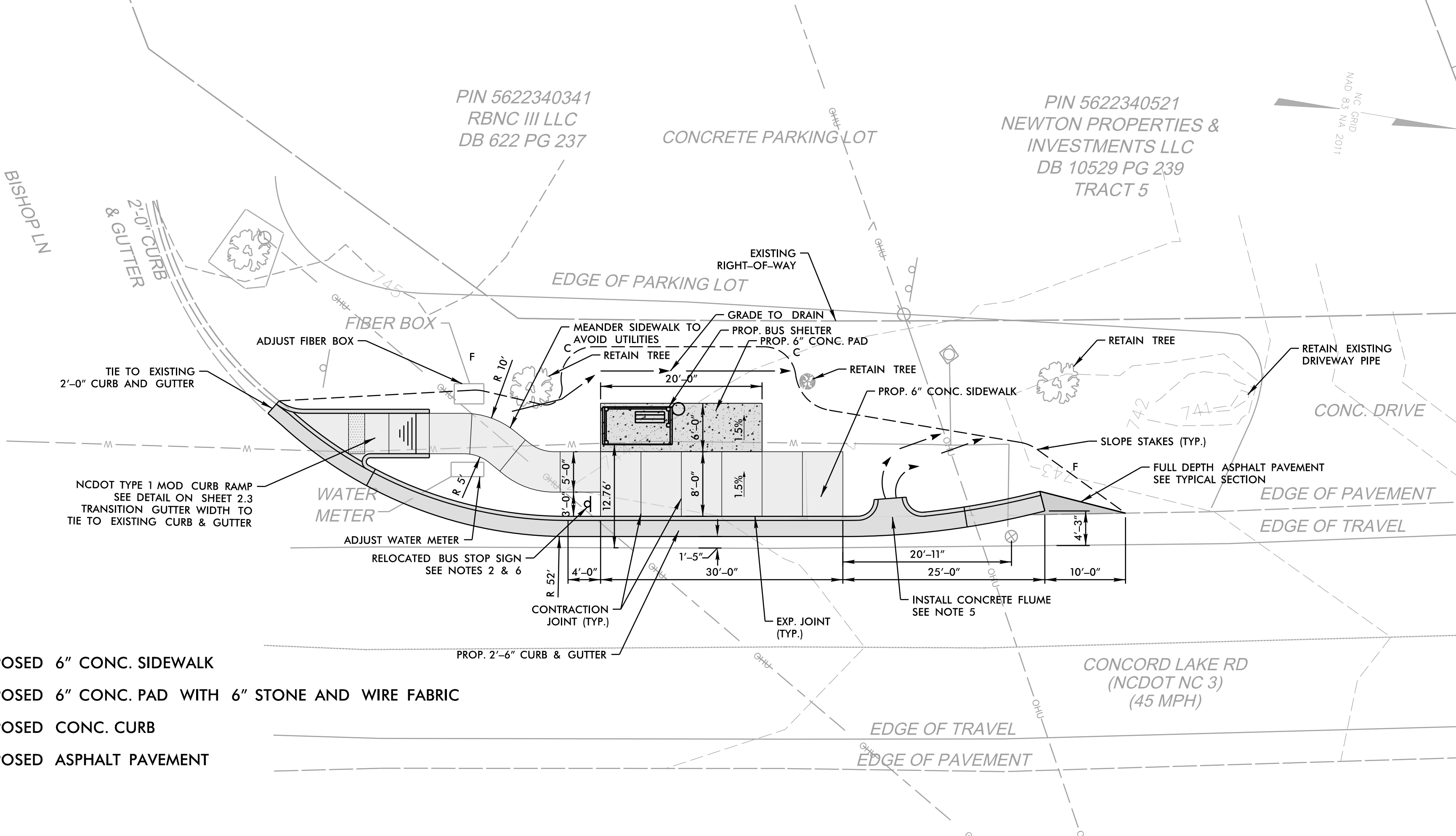
CITY OF CONCORD  
 RIDER TRANSIT BUS STOPS  
 CONCORD LAKE ROAD (SB)  
 AT BISHOP LANE

BUS STOP ID: GREEN 41

### PROPOSED PLAN

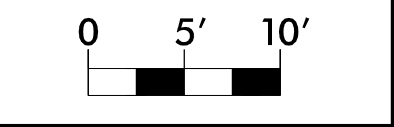


- PROPOSED 6" CONC. SIDEWALK
- PROPOSED 6" CONC. PAD WITH 6" STONE AND WIRE FABRIC
- PROPOSED CONC. CURB
- PROPOSED ASPHALT PAVEMENT



REVISIONS


DATE: 06/24/2022  
 DESIGNED BY: AJA  
 CHECKED BY: GSS

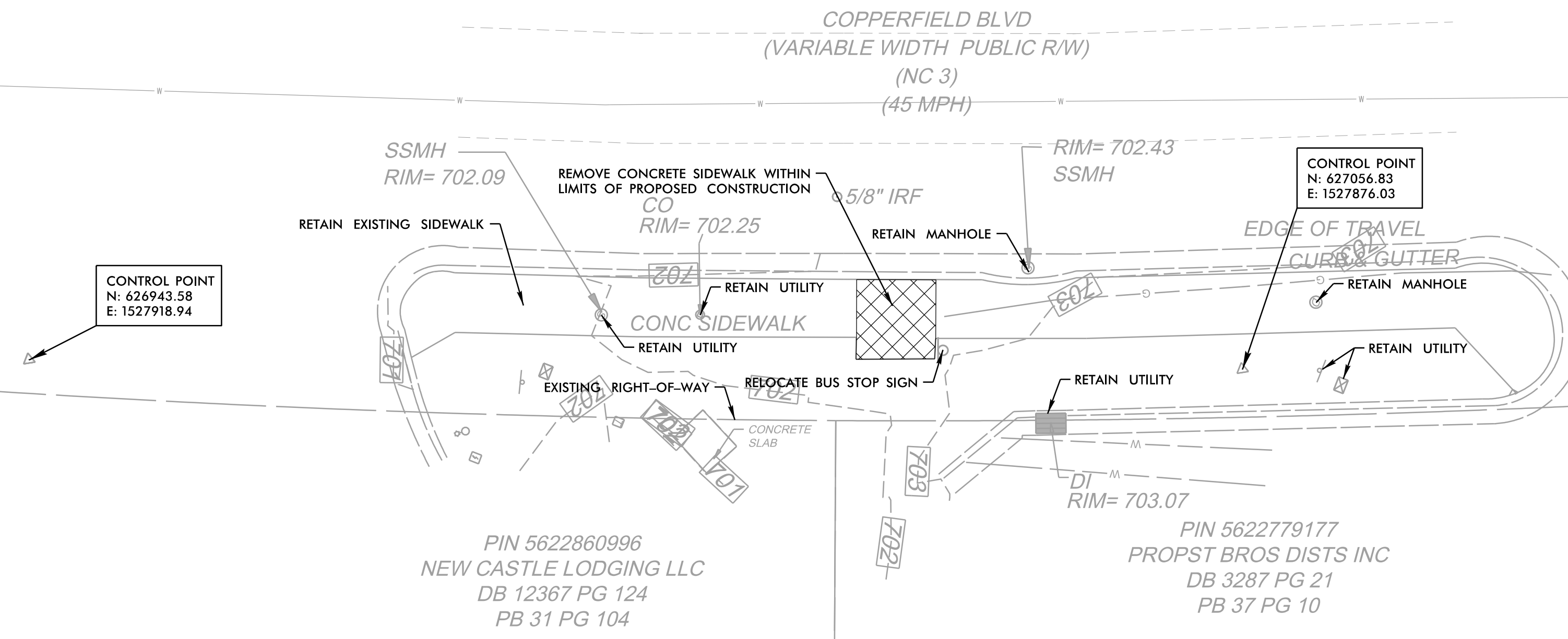
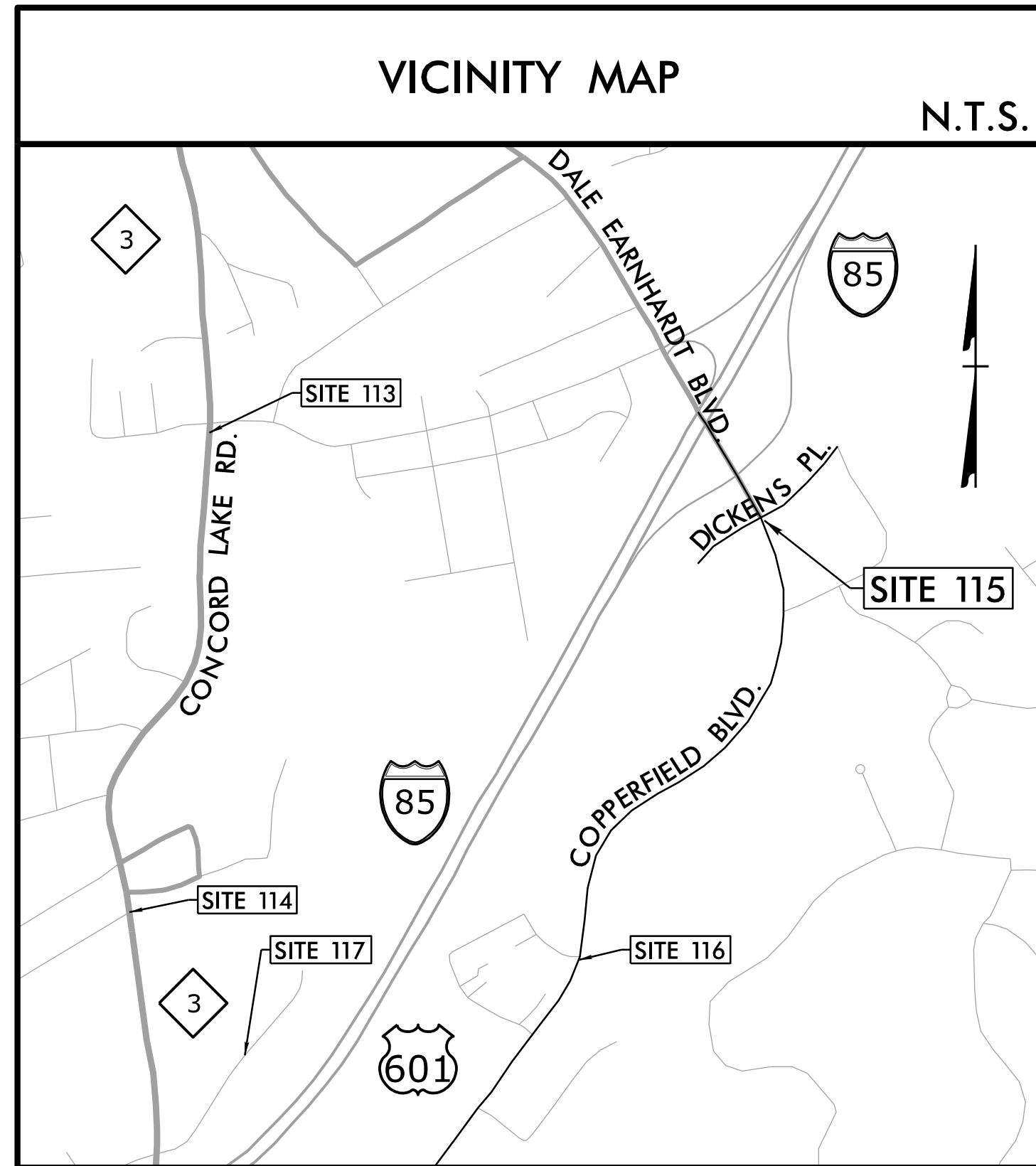


**RKA**  
 RAMEY KEMP ASSOCIATES  
 5808 Faringdon Place  
 Raleigh, North Carolina 27609  
 Phone: 919-872-5115  
 NC License No. C-0910  
 www.rameykemp.com

6/22/2022  
 User: gajgza  
 Concord\_Transit\_Site\_114\_PSH.dgn

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

### EXISTING SURVEY/DEMOLITION PLAN

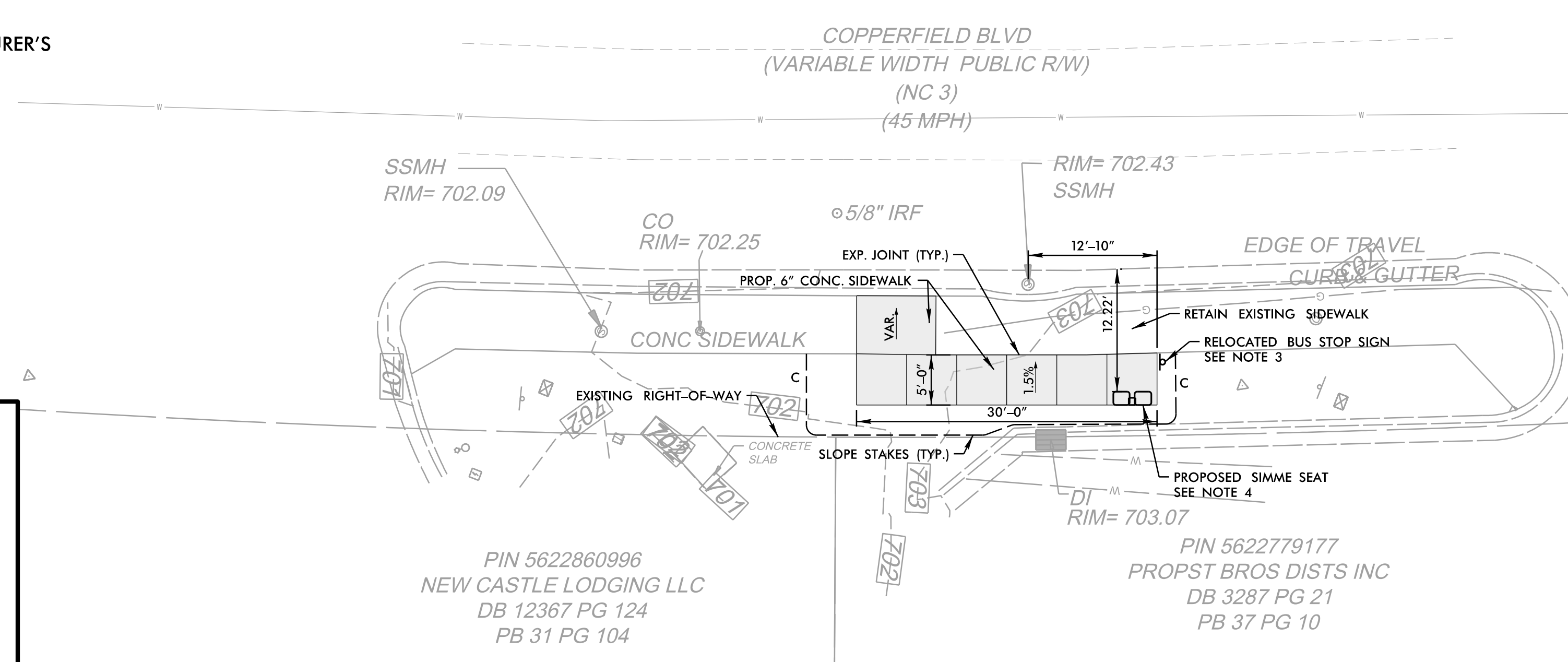


PROPOSED SIDEWALK REMOVAL

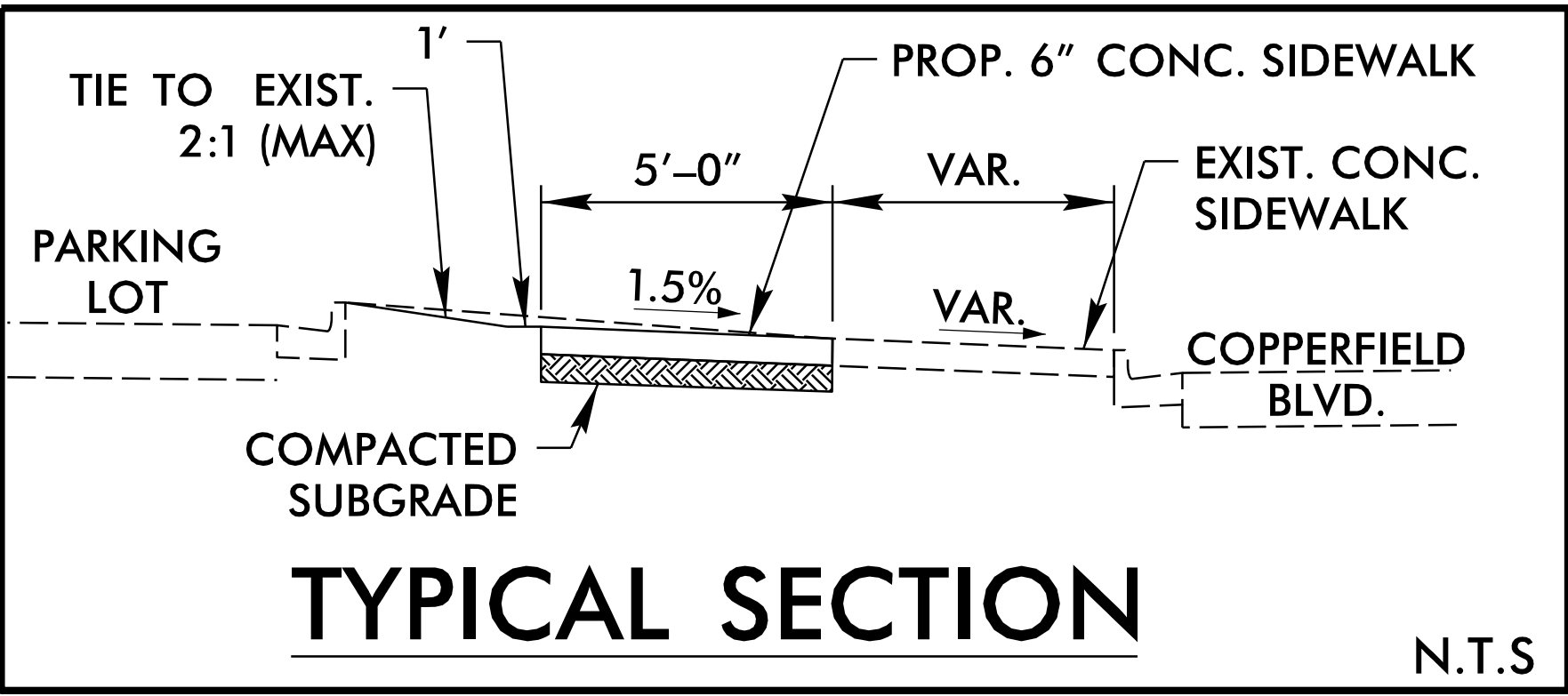
BUS STOP ID: GREEN 11

### PROPOSED PLAN

- NOTES:
1. SEE GENERAL NOTES, LIST OF STANDARDS, & DETAILS ON SERIES 2 SHEETS.
  2. NO RIGHT-OF-WAY OR EASEMENTS HAVE BEEN ACQUIRED ON ADJACENT PROPERTIES. COMPLETE ALL WORK WITHIN EXISTING RIGHT-OF-WAY.
  3. MOUNT SIGN 84" ABOVE SIDEWALK. 2' MIN. & 8' MAX. CLEAR FROM EDGE OF PAVEMENT TO EDGE OF SIGN.
  4. CONTRACTOR TO INSTALL SIMME-SEAT ON EDGE OF CONCRETE PER MANUFACTURER'S INSTRUCTIONS. SEE DETAIL ON SERIES 2 SHEETS.



PROPOSED 6" CONC. SIDEWALK



SITE NO. 115

CONNECTING COMMUNITY  
Rider  
Concord Kannapolis Area Transit

CITY OF CONCORD  
RIDER TRANSIT BUS STOPS  
COPPERFIELD BOULEVARD (NB)  
AT DICKENS PLACE NE

REVISIONS

DATE: 07/11/2022  
DESIGNED BY: AJA  
CHECKED BY: GSS

0 5' 10'

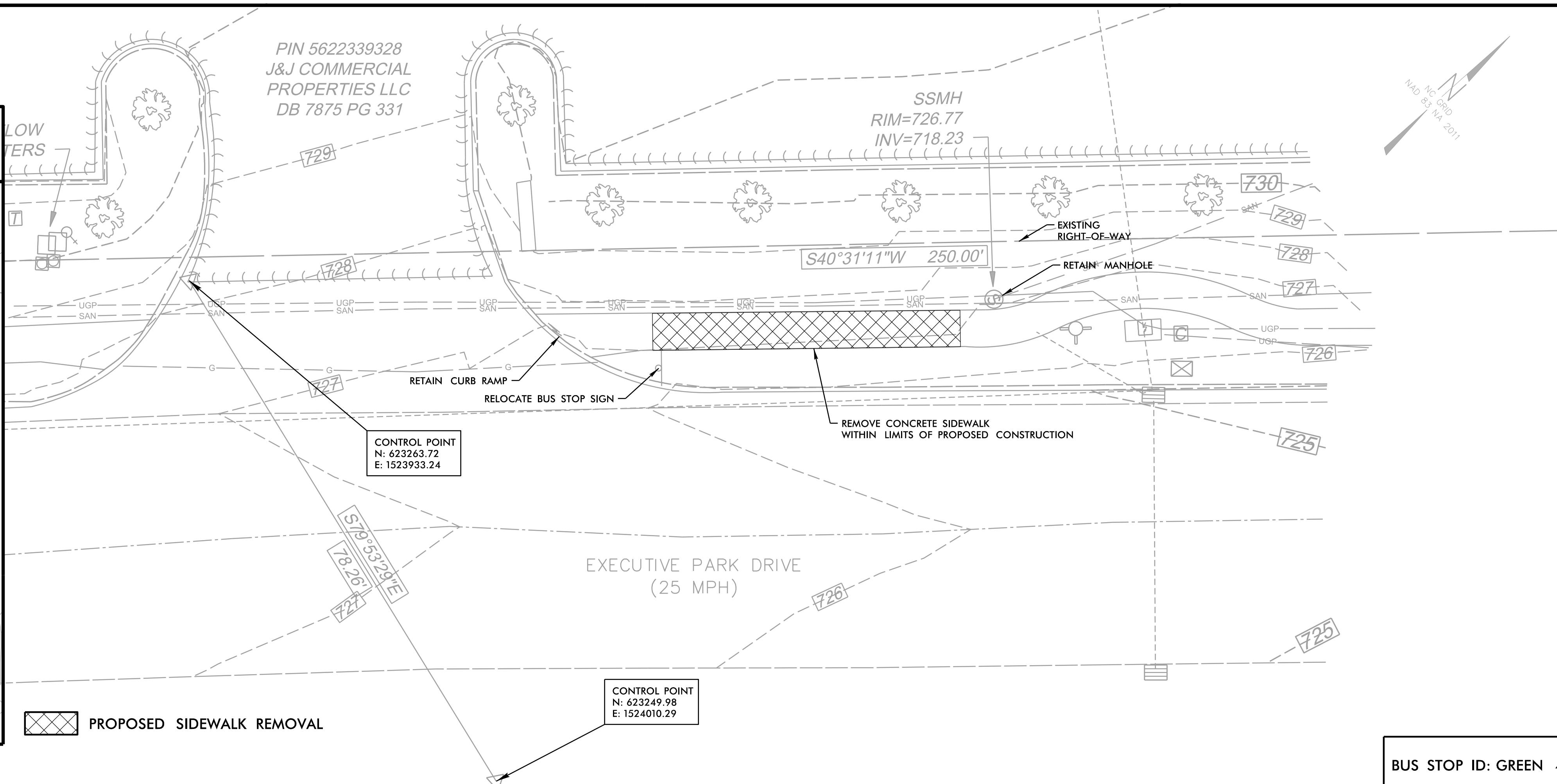
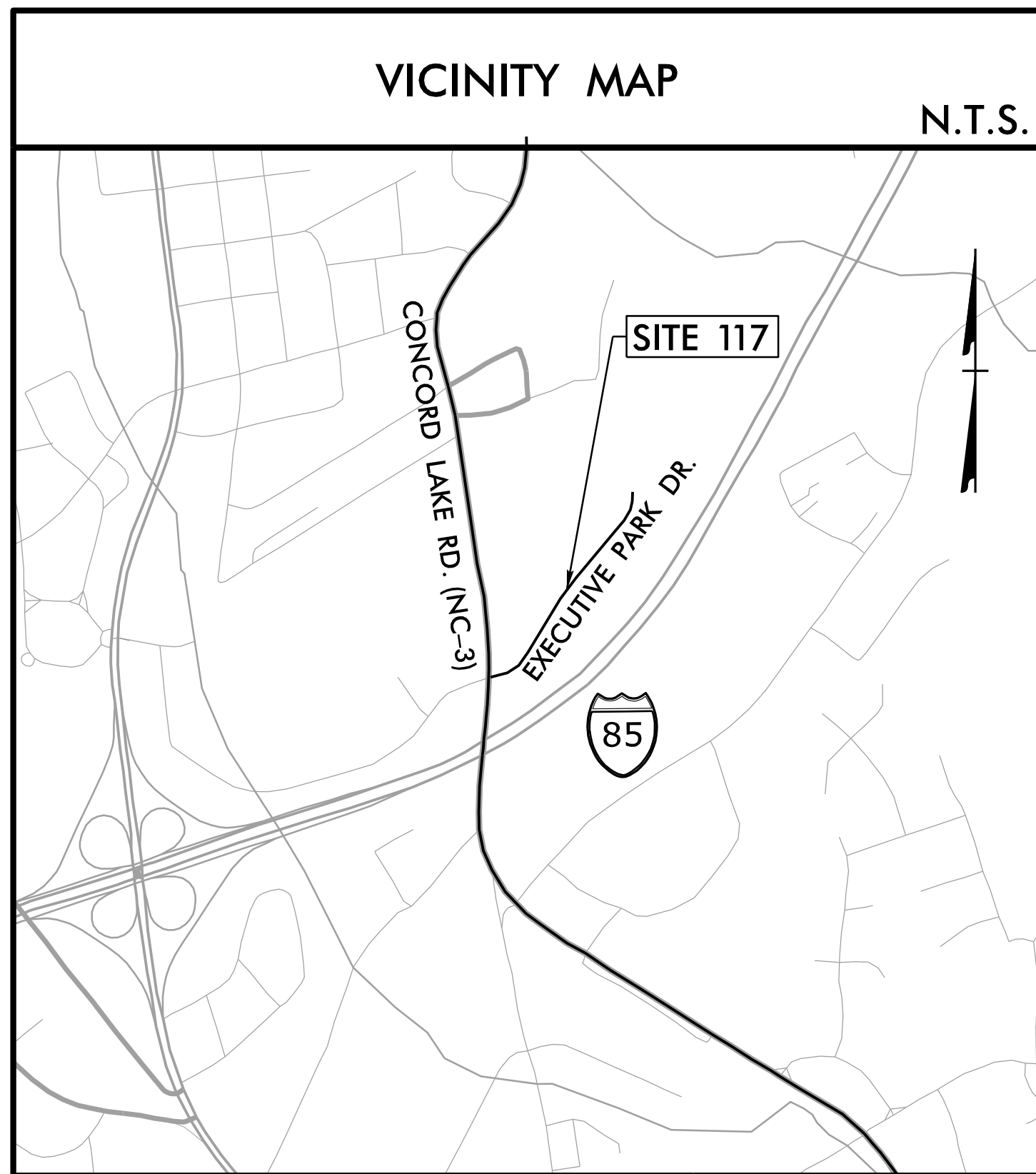
SEAL 050518  
ENGINEER  
COTT SALLADY  
11/2022

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RAMEY KEMP ASSOCIATES  
5808 Faringdon Place  
Raleigh, North Carolina 27609  
Phone: 919.872.5115  
NC License No. C-0910  
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7/11/2022  
user: b91qz2z  
Concord\_Transit\_Site\_115\_PSH.dgn

### EXISTING SURVEY/DEMOLITION PLAN



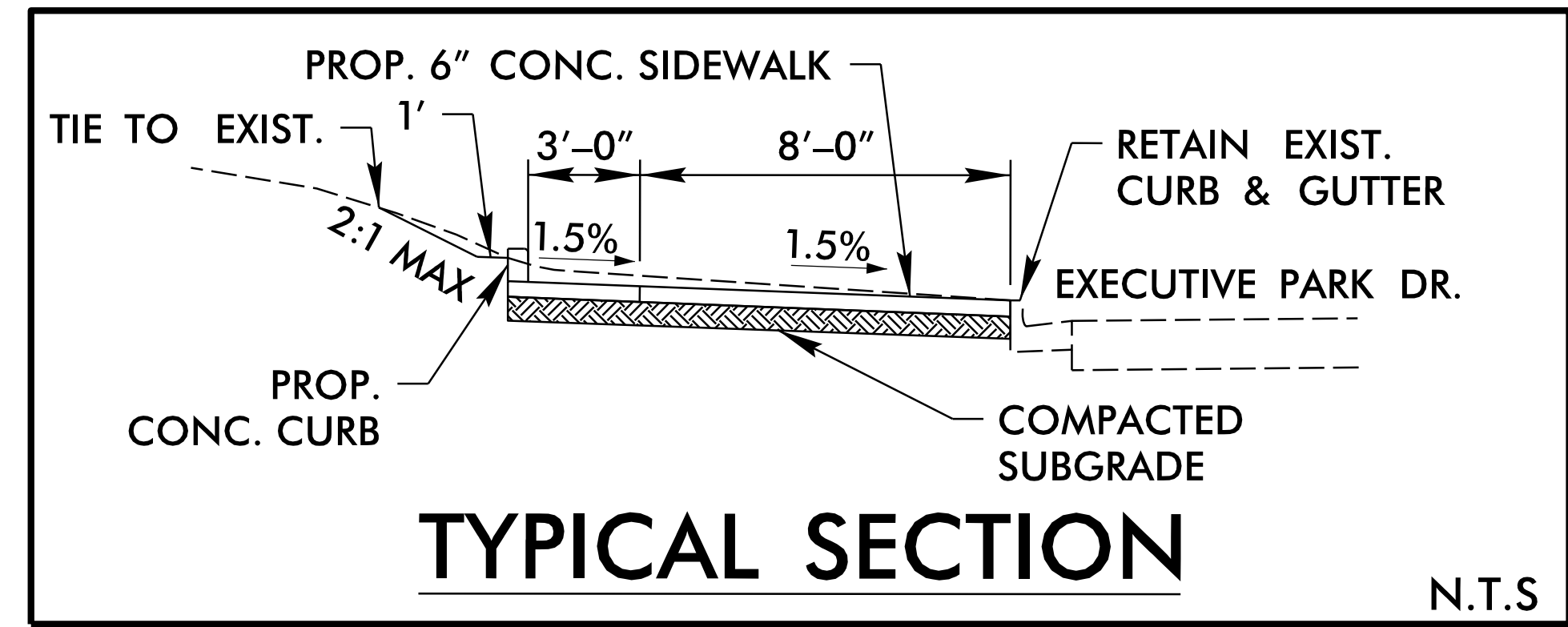
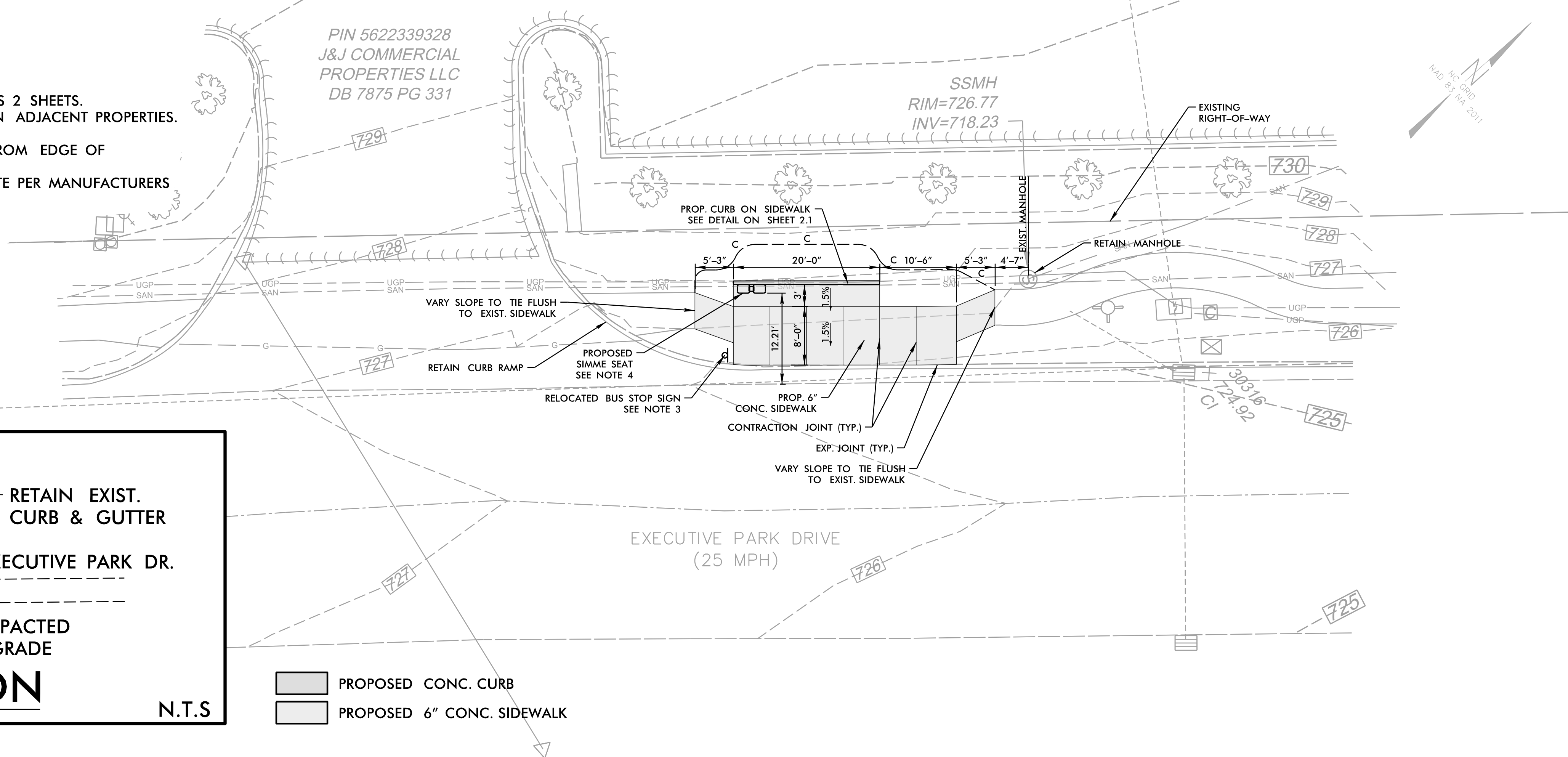
SITE NO.  
**117**



CITY OF CONCORD  
RIDER TRANSIT BUS STOPS  
EXECUTIVE PARK DRIVE  
AT DAYMARK

### PROPOSED PLAN

- NOTES:
- SEE GENERAL NOTES, LIST OF STANDARDS, & DETAILS ON SERIES 2 SHEETS.
  - NO RIGHT-OF-WAY OR EASEMENTS HAVE BEEN ACQUIRED ON ADJACENT PROPERTIES. COMPLETE ALL WORK WITHIN EXISTING RIGHT-OF-WAY.
  - MOUNT SIGN 84" ABOVE SIDEWALK. 2' MIN. & 8' MAX. CLEAR FROM EDGE OF PAVEMENT TO EDGE OF SIGN.
  - CONTRACTOR TO INSTALL SIMME-SEAT ON EDGE OF CONCRETE PER MANUFACTURERS INSTRUCTIONS. SEE DETAIL ON SHEET 2.2.

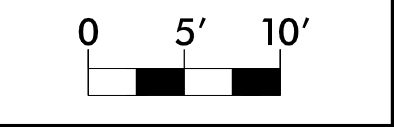


REVISIONS

NO.	DESCRIPTION	DATE

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

DATE: 01/12/2022  
DESIGNED BY: AJA  
CHECKED BY: GSS

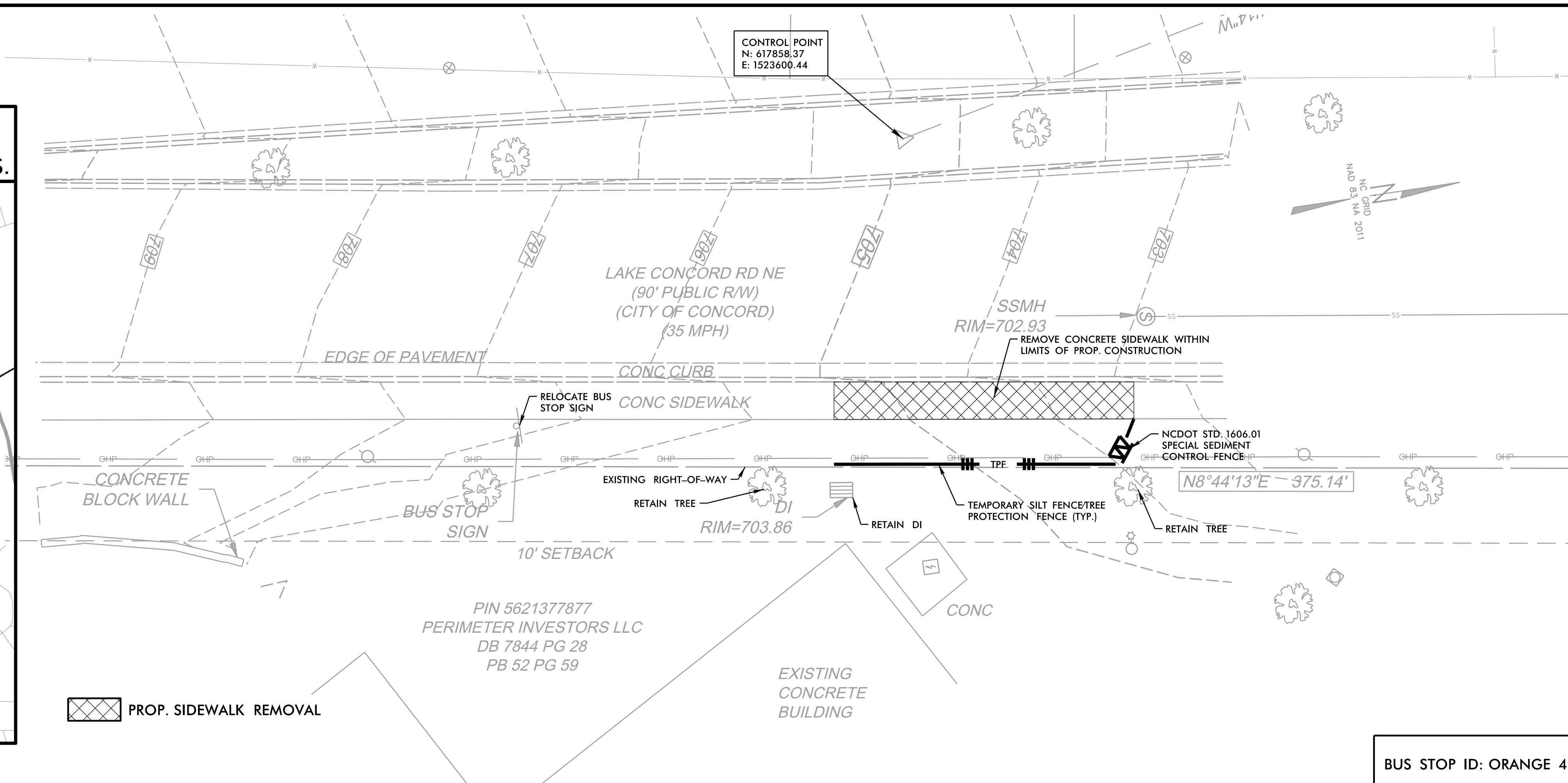
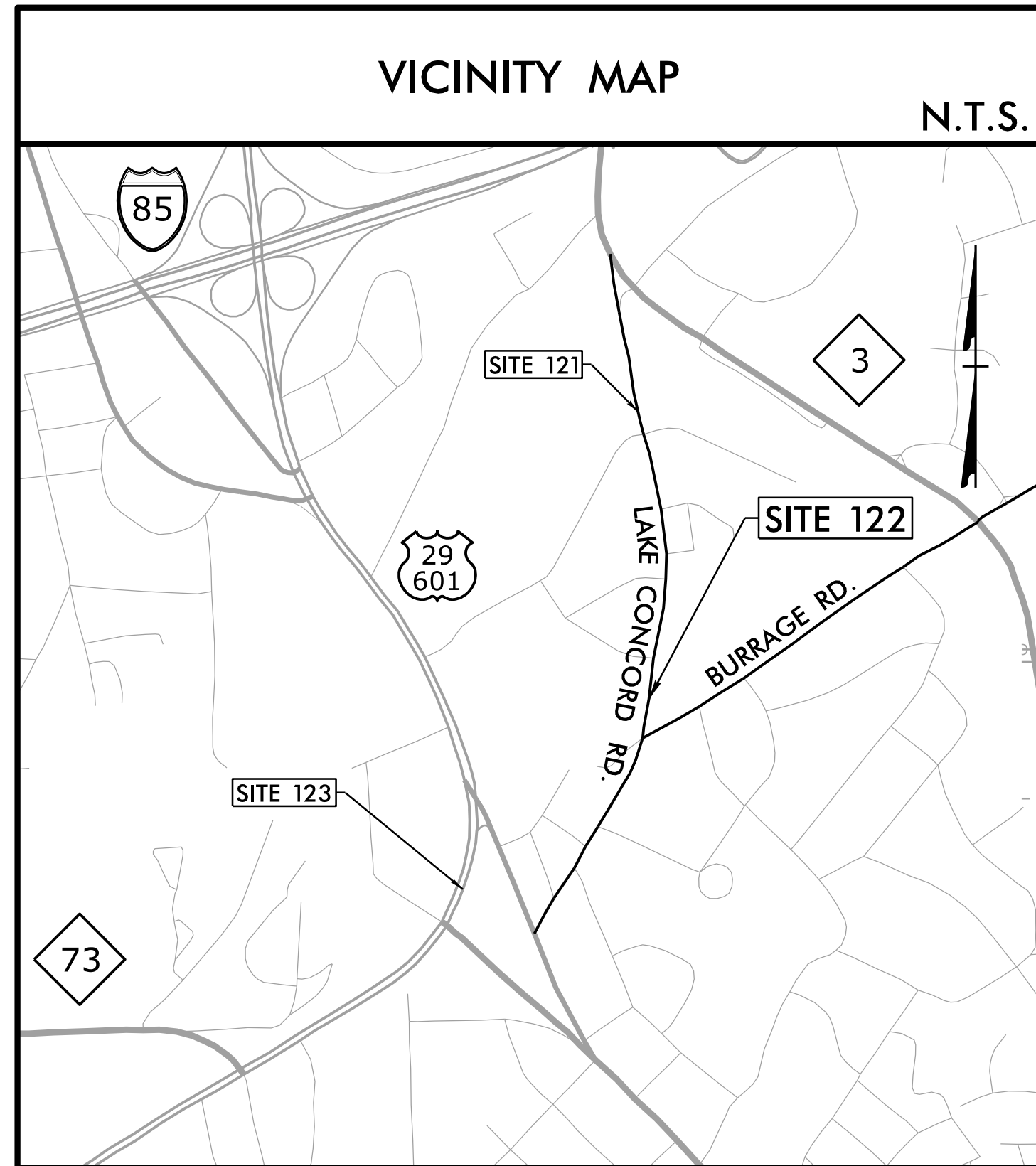


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3/21/2022  
user: m.j.madsey  
Concord\_Transit\_Site\_117\_PSH.dgn



### EXISTING SURVEY/DEMOLITION PLAN



SITE NO. 122

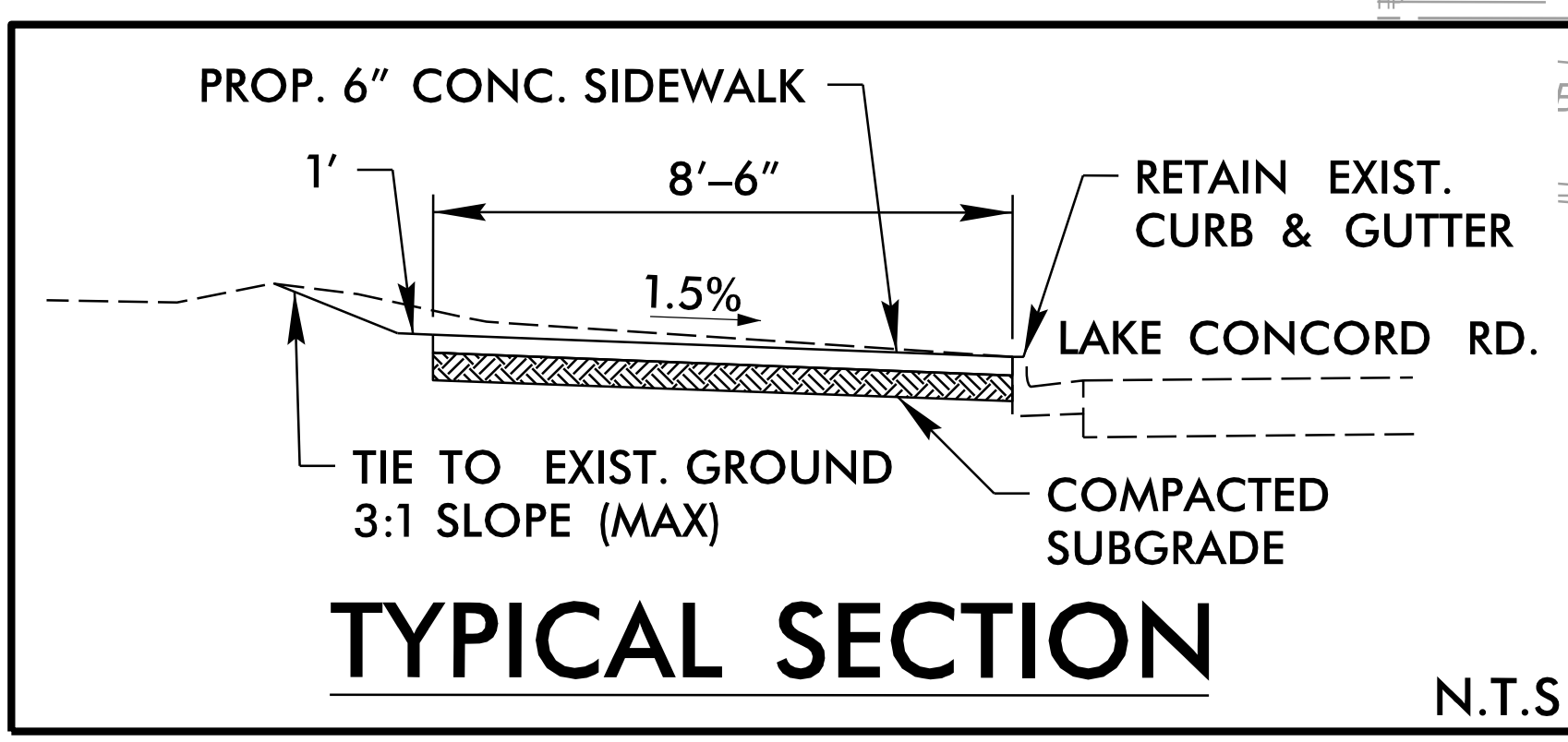
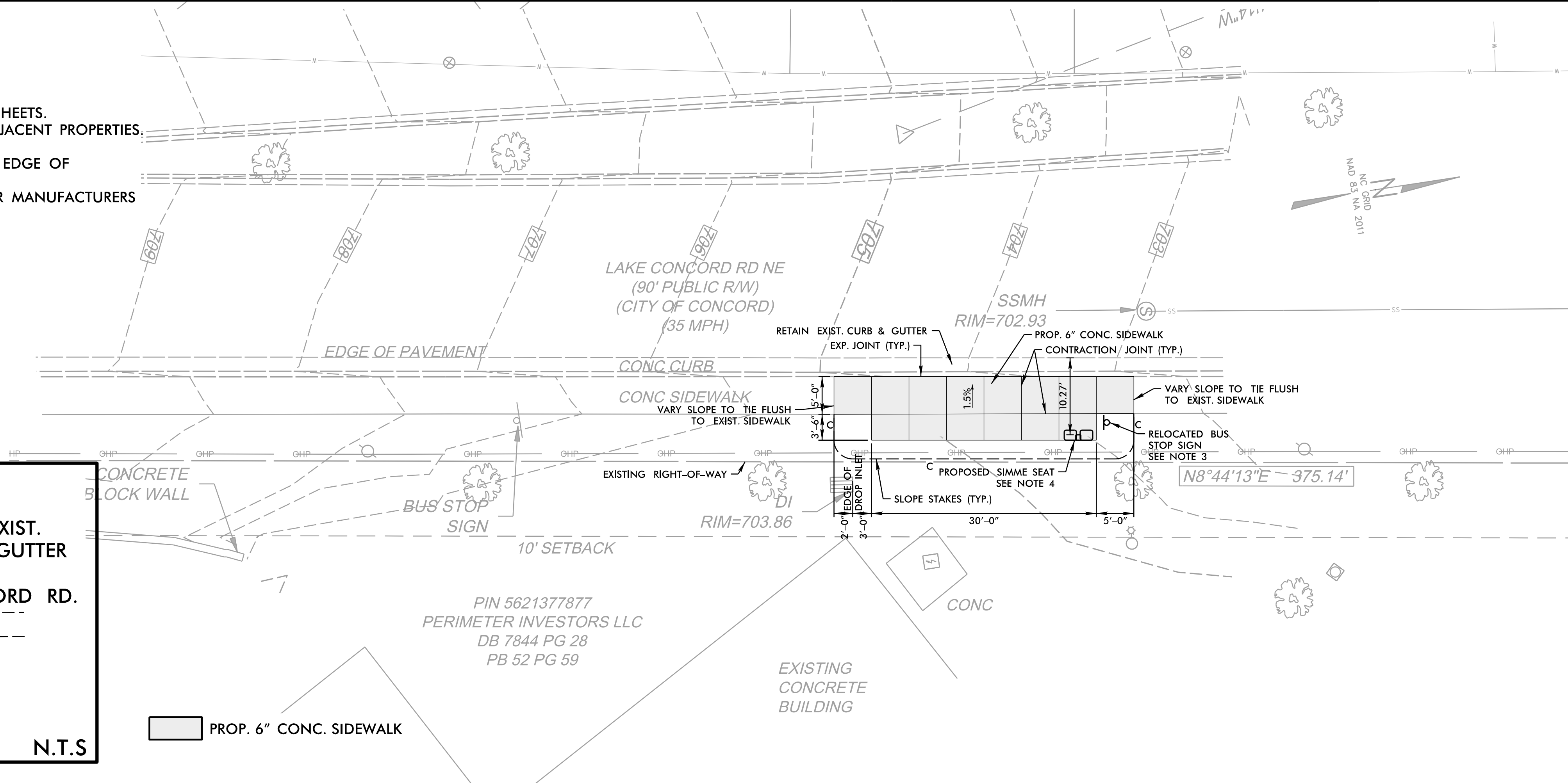


CITY OF CONCORD  
RIDER TRANSIT BUS STOPS  
LAKE CONCORD ROAD (NB)  
AT NORTHEAST MEDICAL CENTER

BUS STOP ID: ORANGE 45

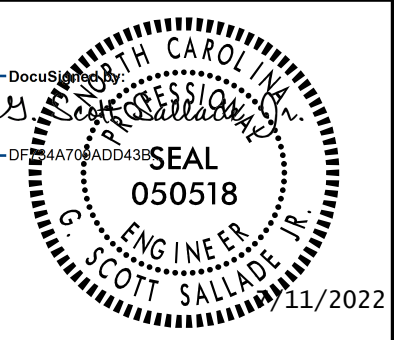
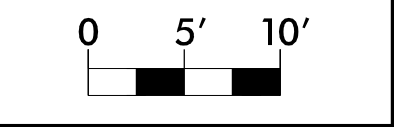
### PROPOSED PLAN

- NOTES:
1. SEE GENERAL NOTES, LIST OF STANDARDS, & DETAILS ON SERIES 2 SHEETS.
  2. NO RIGHT-OF-WAY OR EASEMENTS HAVE BEEN ACQUIRED ON ADJACENT PROPERTIES. COMPLETE ALL WORK WITHIN EXISTING RIGHT-OF-WAY.
  3. MOUNT SIGN 84" ABOVE SIDEWALK. 2' MIN. & 8' MAX. CLEAR FROM EDGE OF PAVEMENT TO EDGE OF SIGN.
  4. CONTRACTOR TO INSTALL SIMME-SEAT ON EDGE OF CONCRETE PER MANUFACTURERS INSTRUCTIONS. SEE DETAIL ON SERIES 2 SHEETS.



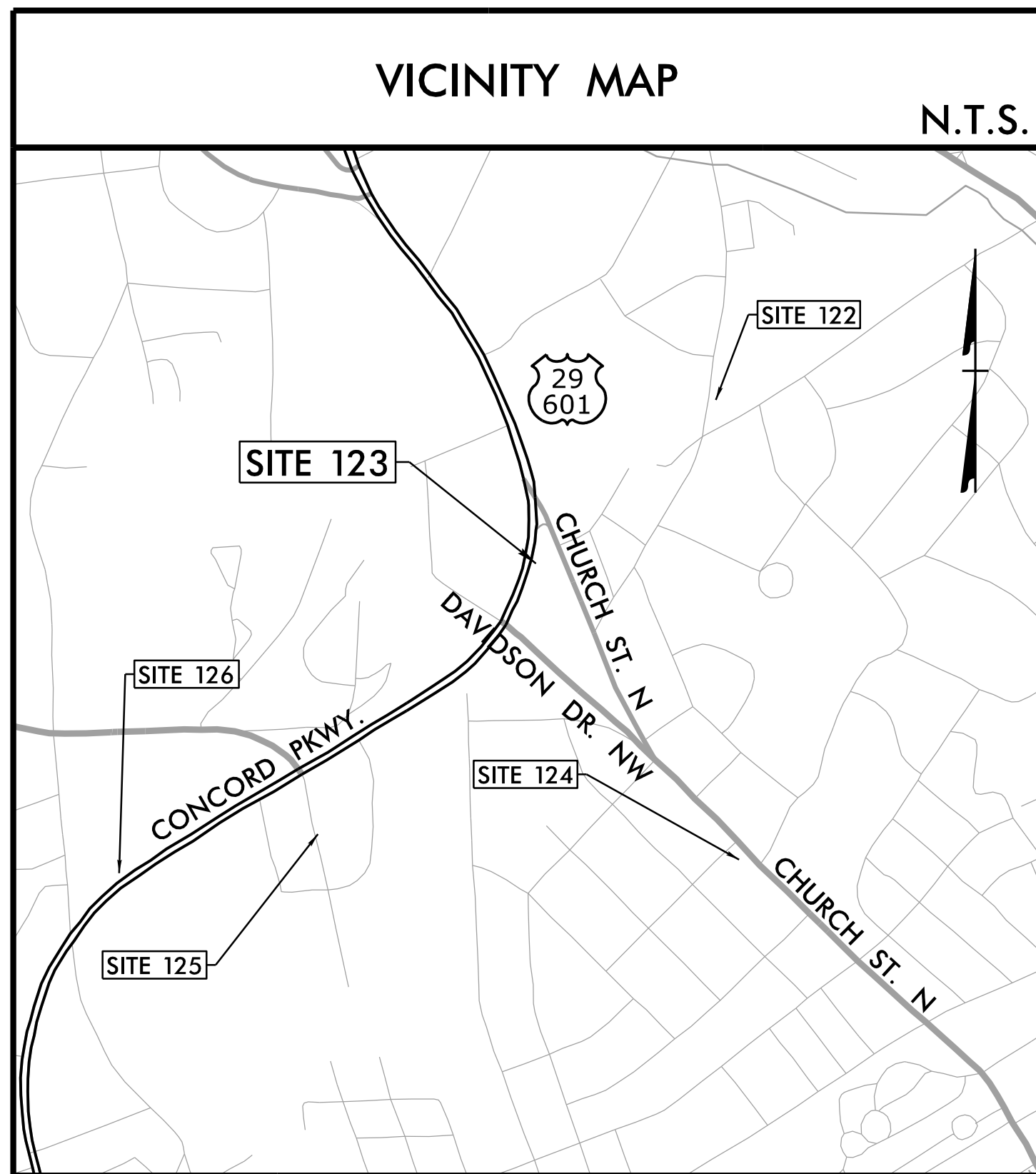
REVISIONS		

DATE: 07/11/2022  
 DESIGNED BY: AJA  
 CHECKED BY: GSS



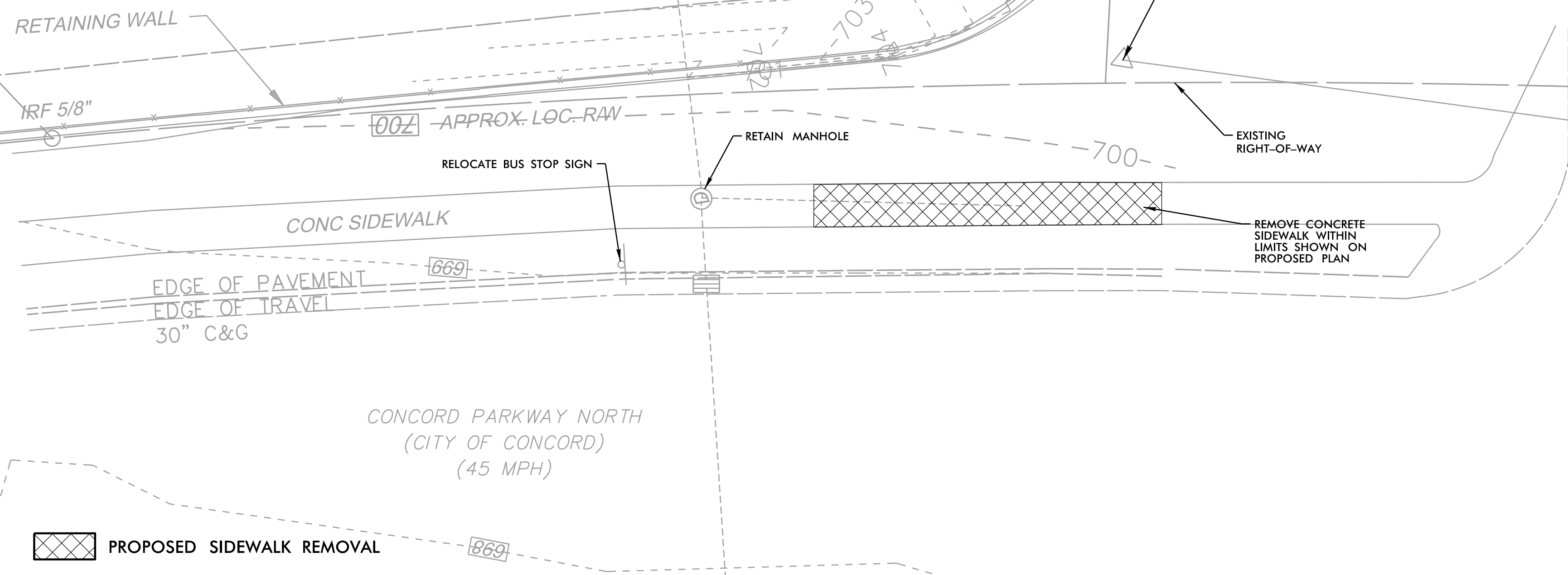
7/11/2022  
user: agi.ezza  
Concord\_Transit\_Site\_122\_PSH.dgn

### EXISTING SURVEY/DEMOLITION PLAN



PIN 5621264560  
PROPST & DAWSON II LLC  
DB 5495 PG 60

PIN 5621263217  
GEORGE J COUCHELL  
DB 418 PG 732



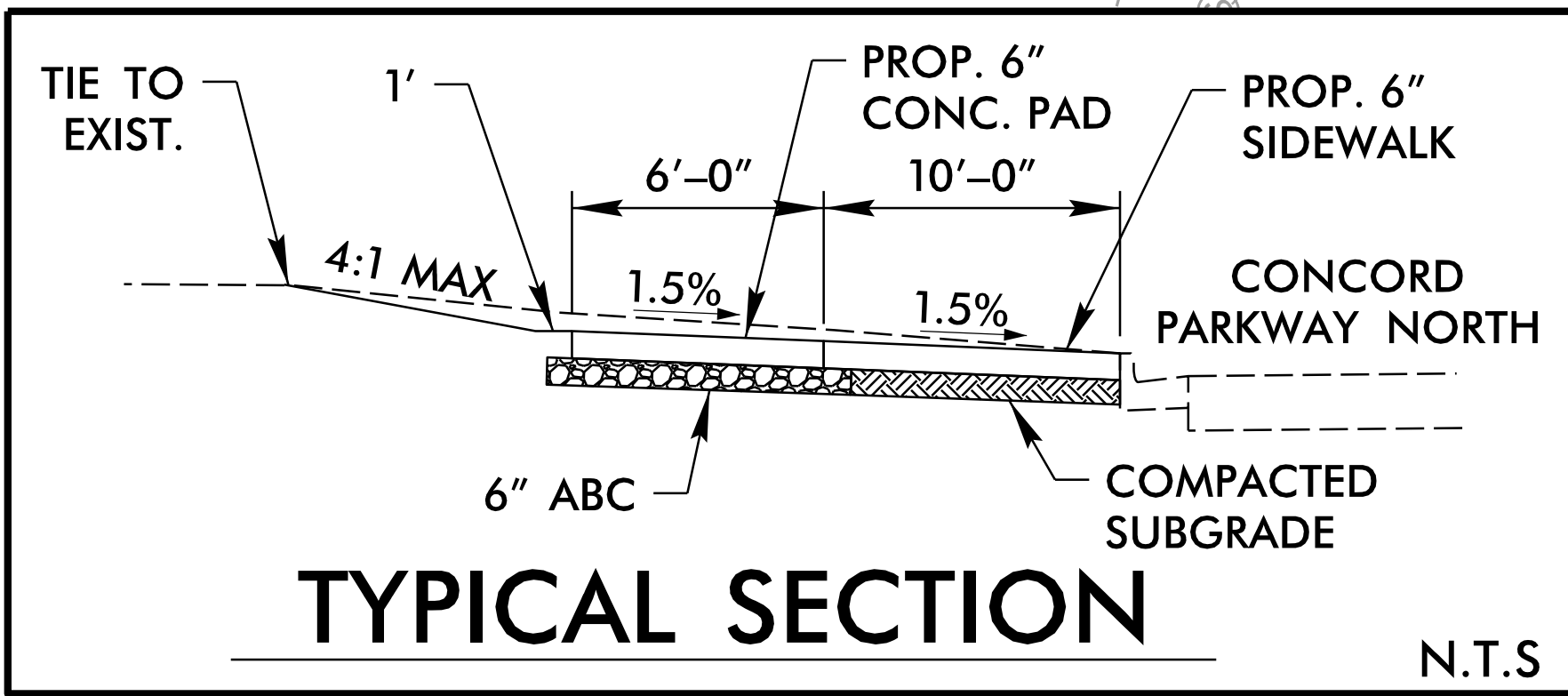
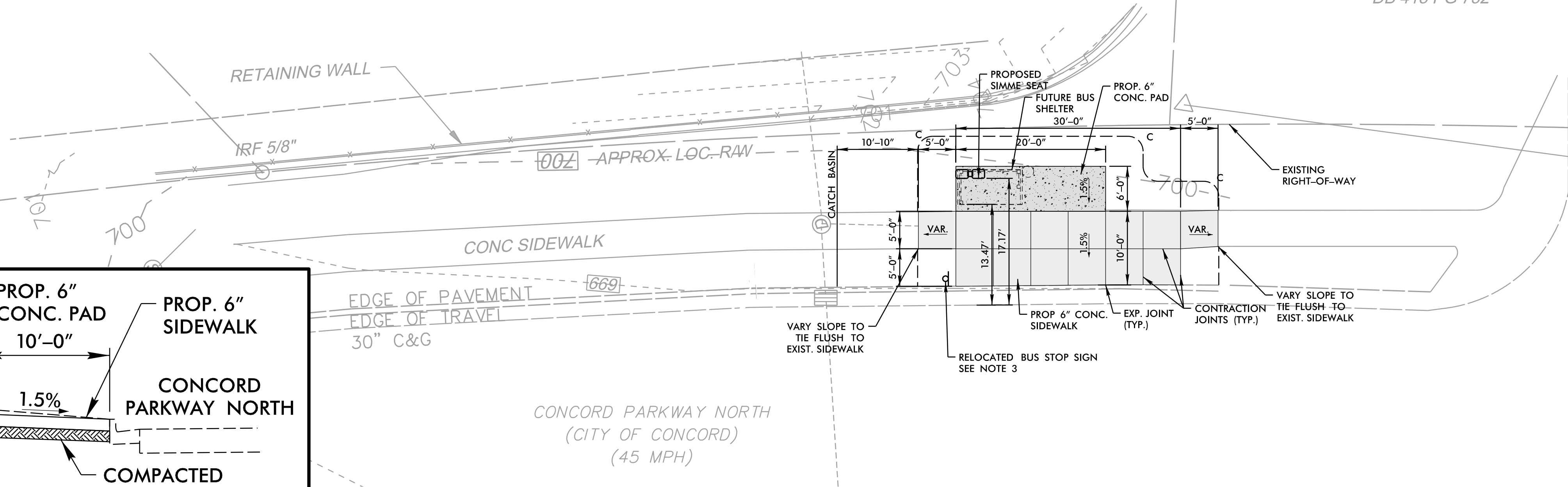
BUS TOP ID: YELLOW 23

### PROPOSED PLAN

- NOTES:
- SEE GENERAL NOTES, LIST OF STANDARDS, & DETAILS ON SERIES 2 SHEETS.
  - NO RIGHT-OF-WAY OR EASEMENTS HAVE BEEN ACQUIRED ON ADJACENT PROPERTIES. COMPLETE ALL WORK WITHIN EXISTING RIGHT-OF-WAY.
  - MOUNT SIGN 84" ABOVE SIDEWALK. 2' MIN. & 8' MAX. CLEAR FROM EDGE OF PAVEMENT TO EDGE OF SIGN.

PIN 5621264560  
PROPST & DAWSON II LLC  
DB 5495 PG 60

PIN 5621263217  
GEORGE J COUCHELL  
DB 418 PG 732



- PROPOSED 6" CONCRETE SIDEWALK
- PROPOSED 6" CONCRETE PAD WITH 6" STONE & WIRE FABRIC

SITE NO.  
**123**

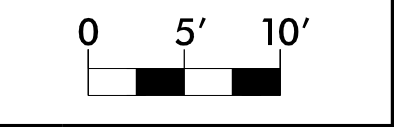


CITY OF CONCORD  
 RIDER TRANSIT BUS STOPS  
 CONCORD PARKWAY (NB)  
 AT MR. C'S

REVISIONS	DATE	DESCRIPTION

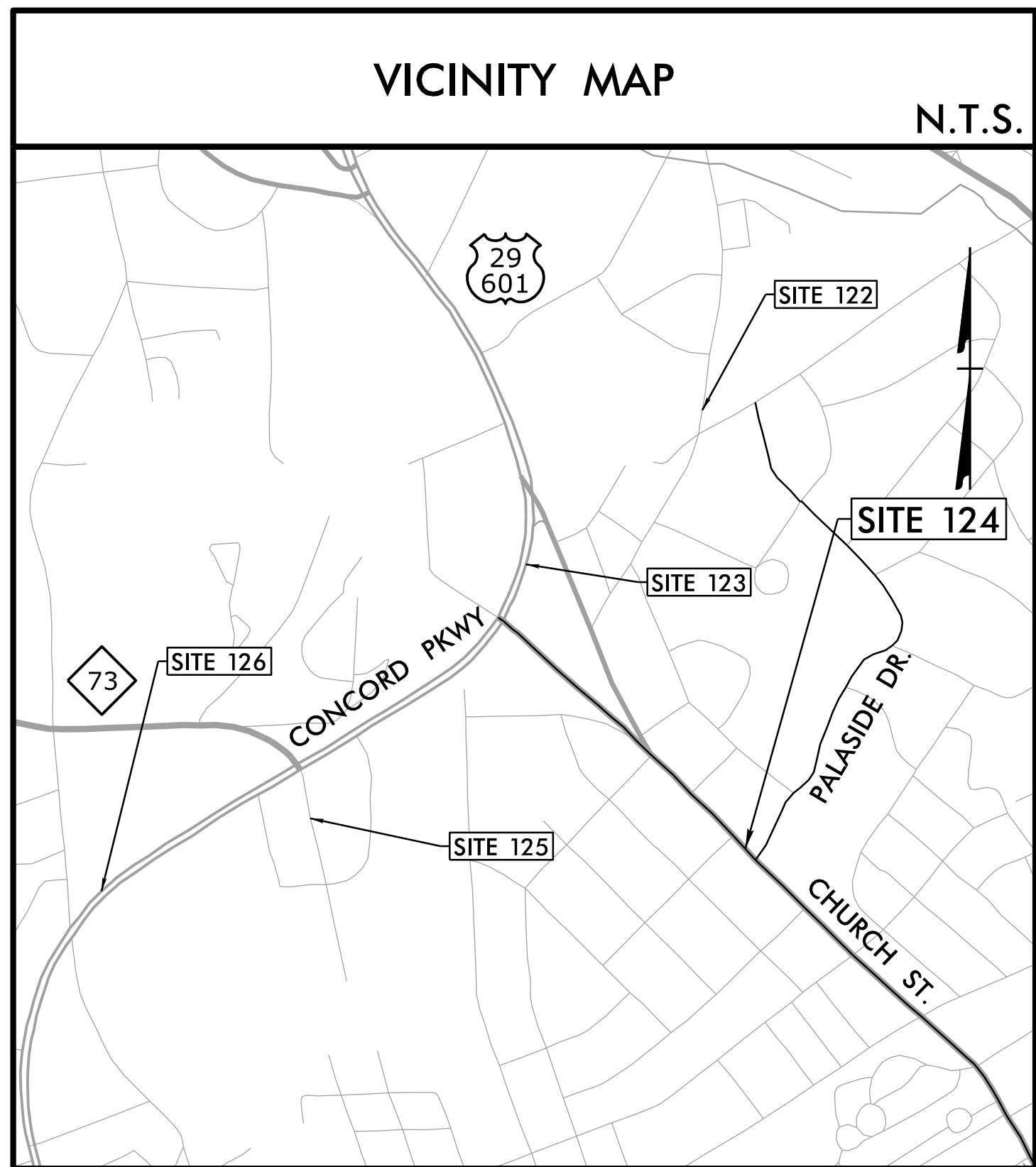
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

DATE: 01/12/2022  
 DESIGNED BY: AJA  
 CHECKED BY: GSS



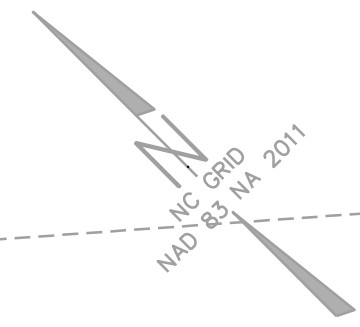
3/21/2022  
user: m.j.mindsey  
Concord\_Transit\_Site\_123\_PSH.dgn

**EXISTING SURVEY/DEMOLITION PLAN**



ACCESS EASEMENT

PIN 5621349771  
DENNIS R. PHILLIPS  
DB 11080 PG 51  
PB 65 PG 49



IRF 1/2"

PROPOSED SIDEWALK REMOVAL

BUS STOP ID: ORANGE 43

SITE NO.  
**124**



CITY OF CONCORD  
RIDER TRANSIT BUS STOPS  
CHURCH STREET (NB)  
AT PALASIDE DRIVE

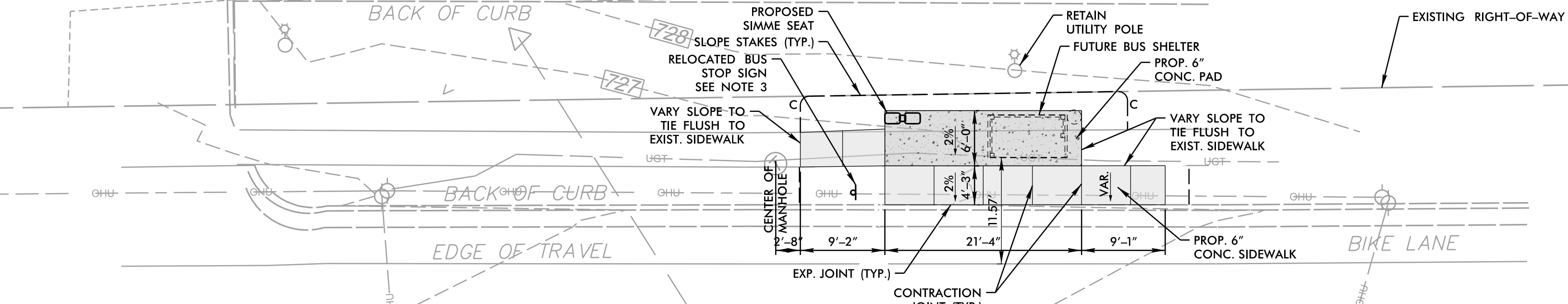
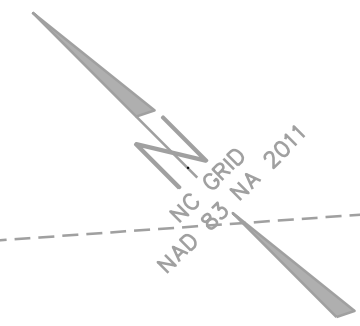
**PROPOSED PLAN**

NOTES:

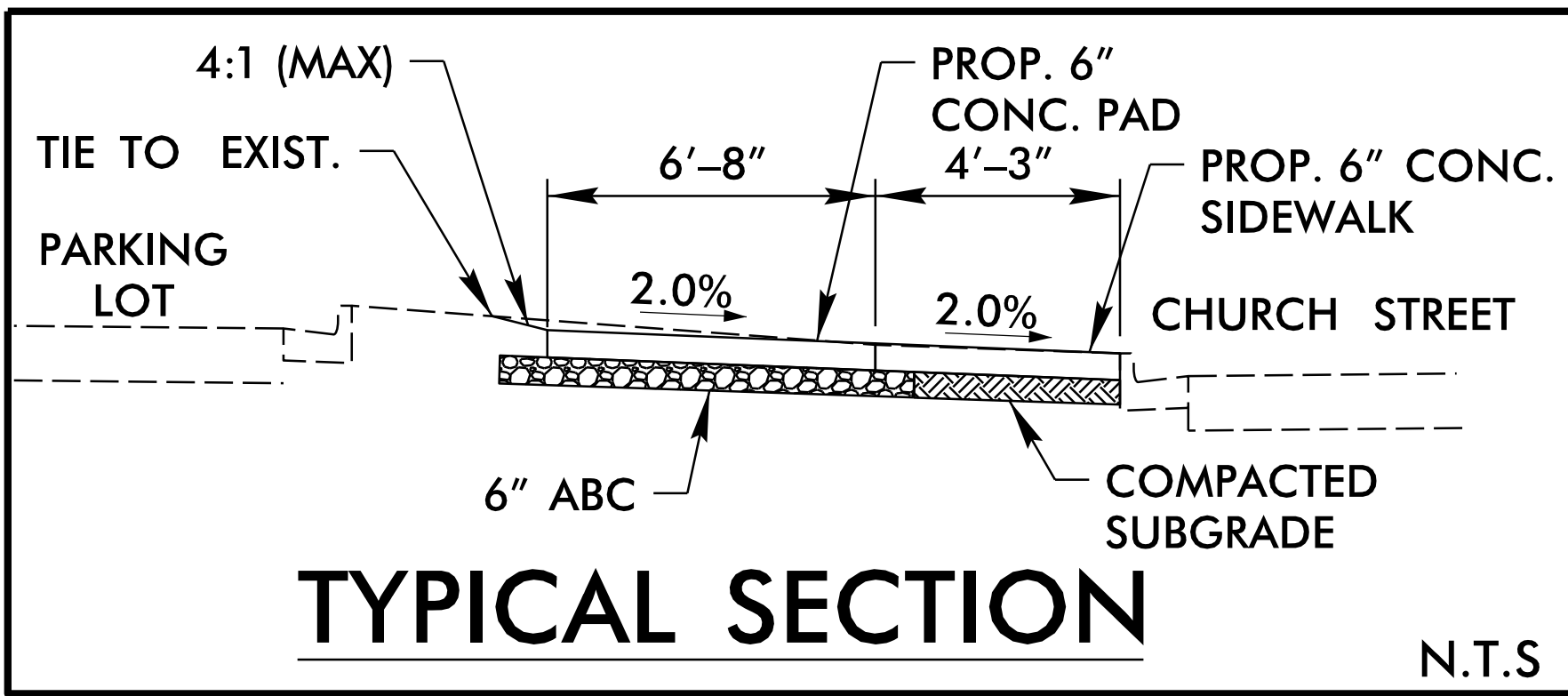
1. SEE GENERAL NOTES, LIST OF STANDARDS, & DETAILS ON SERIES 2 SHEETS.
2. NO RIGHT-OF-WAY OR EASEMENTS HAVE BEEN ACQUIRED ON ADJACENT PROPERTIES. COMPLETE ALL WORK WITHIN EXISTING RIGHT-OF-WAY.
3. MOUNT SIGN 84" ABOVE SIDEWALK. 2' MIN. & 8' MAX. CLEAR FROM EDGE OF PAVEMENT TO EDGE OF SIGN.

ACCESS EASEMENT

PIN 5621349771  
DENNIS R. PHILLIPS  
DB 11080 PG 51  
PB 65 PG 49



PROPOSED 6" CONC. SIDEWALK  
 PROPOSED 6" CONC. PAD WITH 6" STONE AND WIRE FABRIC

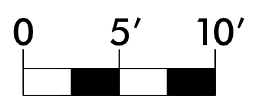


**TYPICAL SECTION**

N.T.S.

REVISIONS

DATE:	01/12/2022
DESIGNED BY:	AJA
CHECKED BY:	GSS

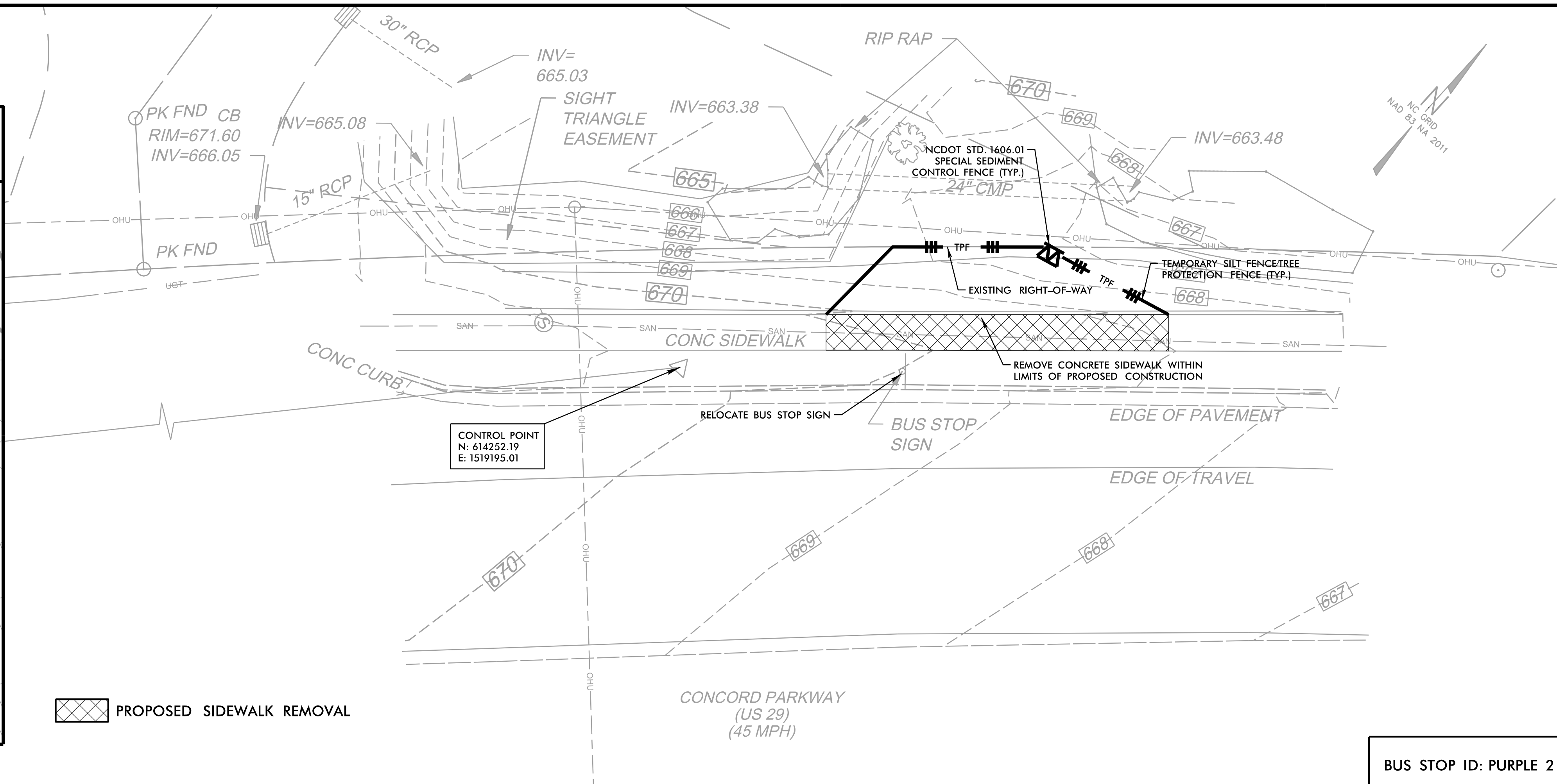
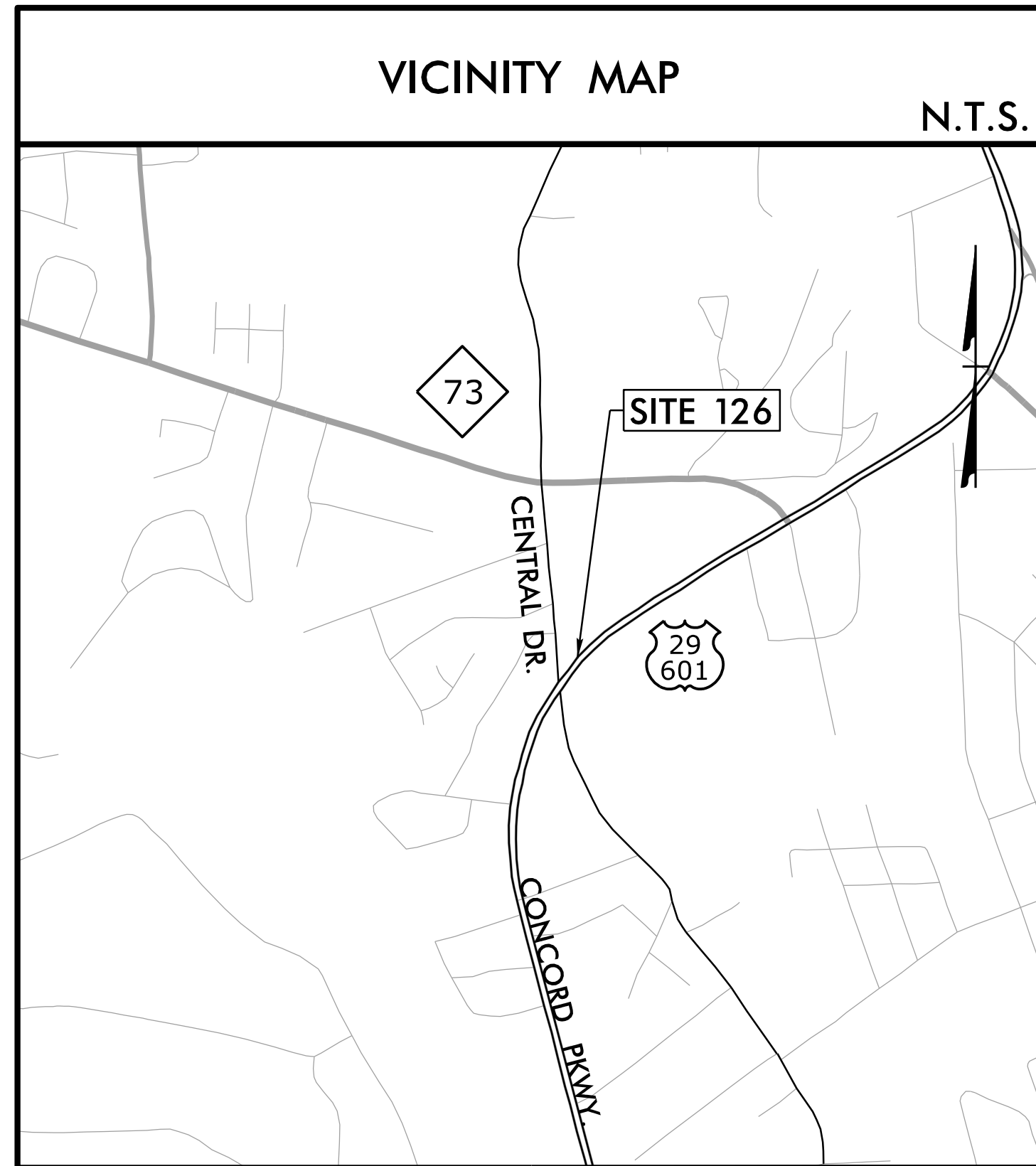


**RKA**  
RAMEY KEMP ASSOCIATES  
5808 Faringdon Place  
Raleigh, North Carolina 27609  
Phone: 919.872.5115  
NC License No. C-0910  
www.rameykemp.com

3/21/2022  
User: m.j.madsey  
Concord\_Transit\_Site\_124\_PSH.dgn

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### EXISTING SURVEY/DEMOLITION PLAN



SITE NO. 126

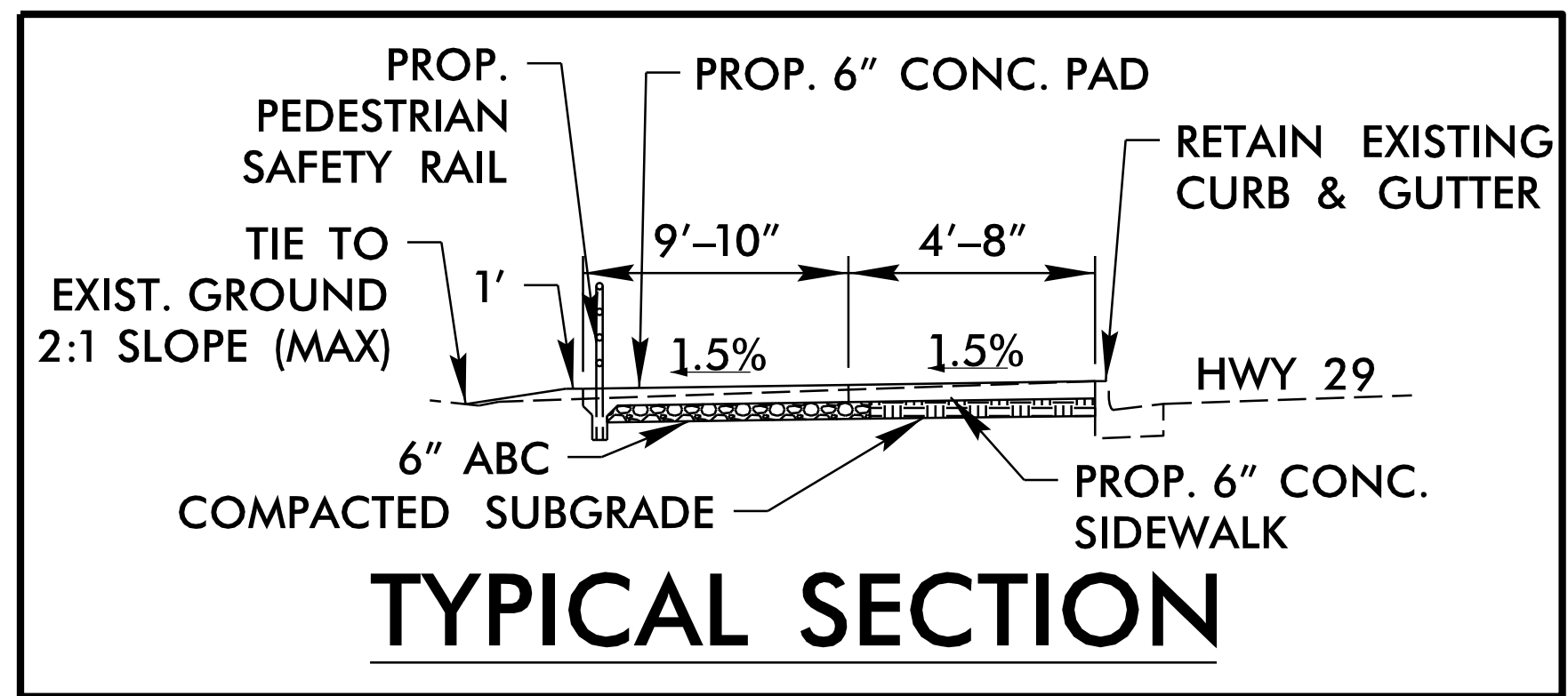
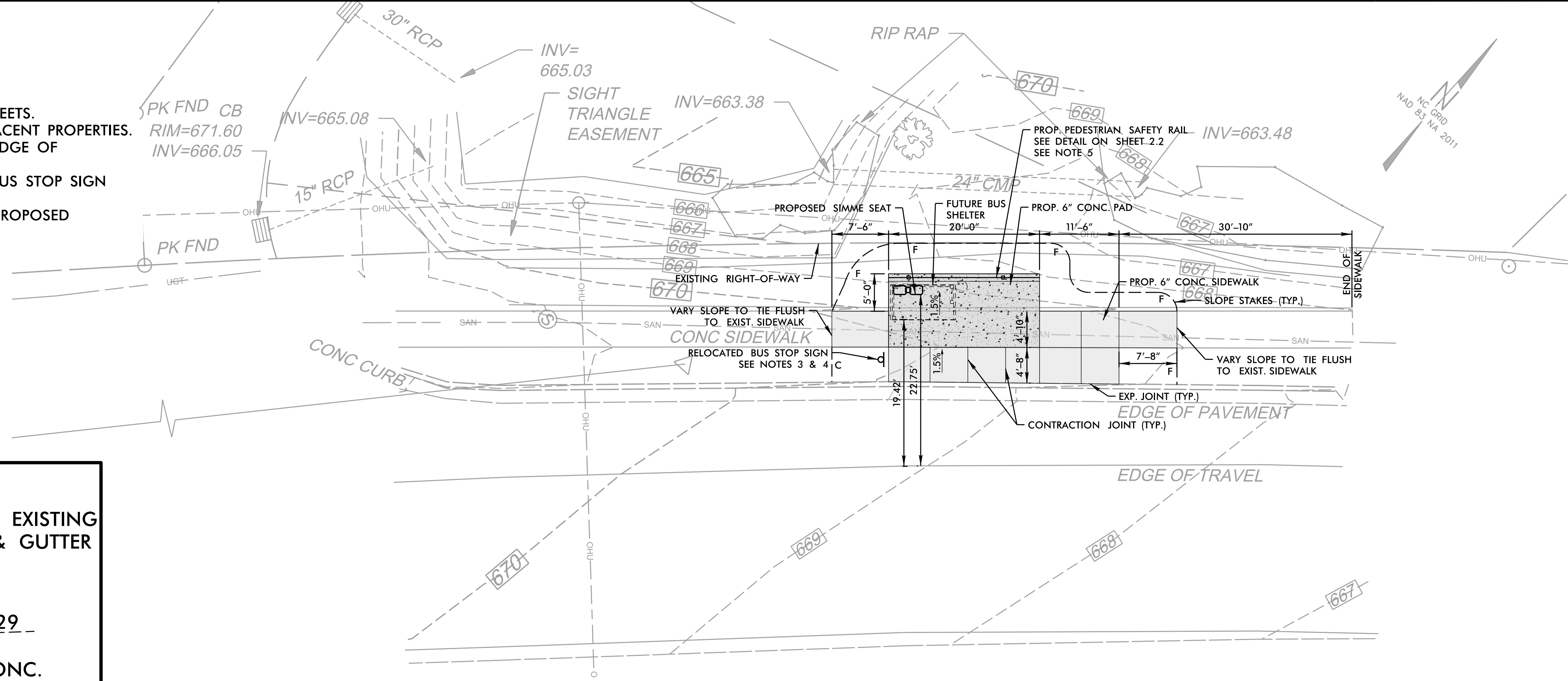


CITY OF CONCORD  
 RIDER TRANSIT BUS STOPS  
 HIGHWAY 29 (SB)  
 AT CENTRAL DRIVE

BUS STOP ID: PURPLE 2

### PROPOSED PLAN

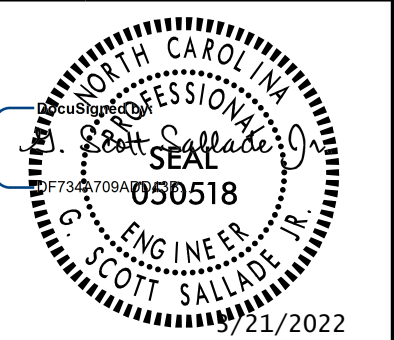
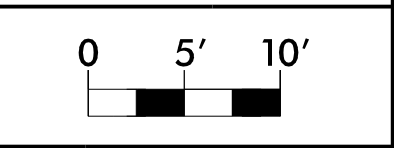
- NOTES:
1. SEE GENERAL NOTES, LIST OF STANDARDS, & DETAILS ON SERIES 2 SHEETS.
  2. NO RIGHT-OF-WAY OR EASEMENTS HAVE BEEN ACQUIRED ON ADJACENT PROPERTIES.
  3. MOUNT SIGN 84" ABOVE SIDEWALK 2' MIN. & 8' MAX. CLEAR FROM EDGE OF PAVEMENT TO EDGE OF SIGN.
  4. INSTALL SIGN POST MOUNTED LIGHTING SYSTEM ON RELOCATED BUS STOP SIGN POST ACCORDING TO DETAIL ON SHEET 2.3.
  5. PEDESTRIAN SAFETY RAIL IS TO BE PLACED 6" FROM THE BACK OF PROPOSED CONCRETE PAD.



- PROPOSED 6" CONC. SIDEWALK
- PROPOSED 6" CONC. PAD WITH 6" STONE AND WIRE FABRIC

REVISIONS	DATE	BY	DESCRIPTION

DATE: 01/12/2022  
 DESIGNED BY: AJA  
 CHECKED BY: GSS

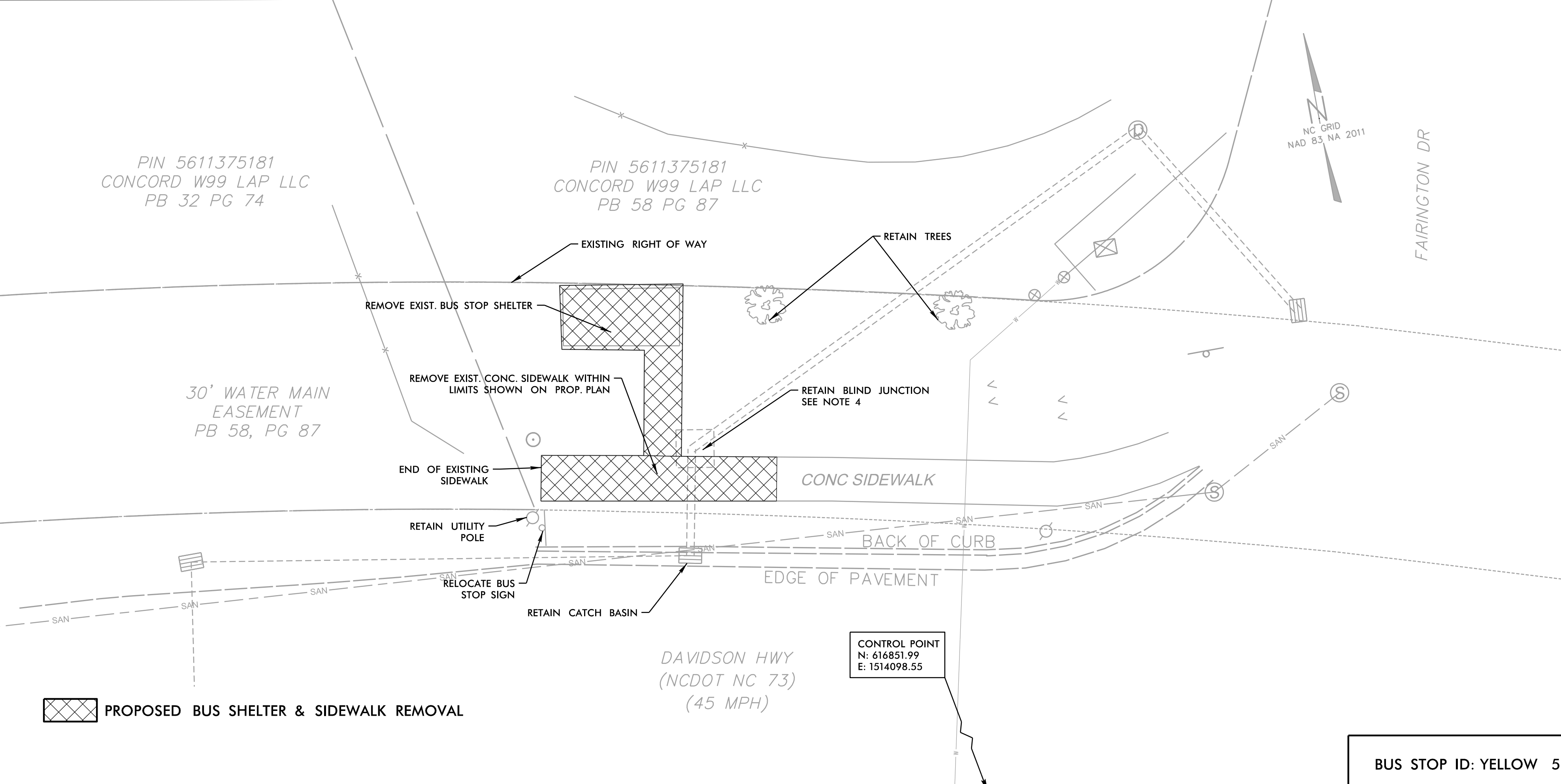
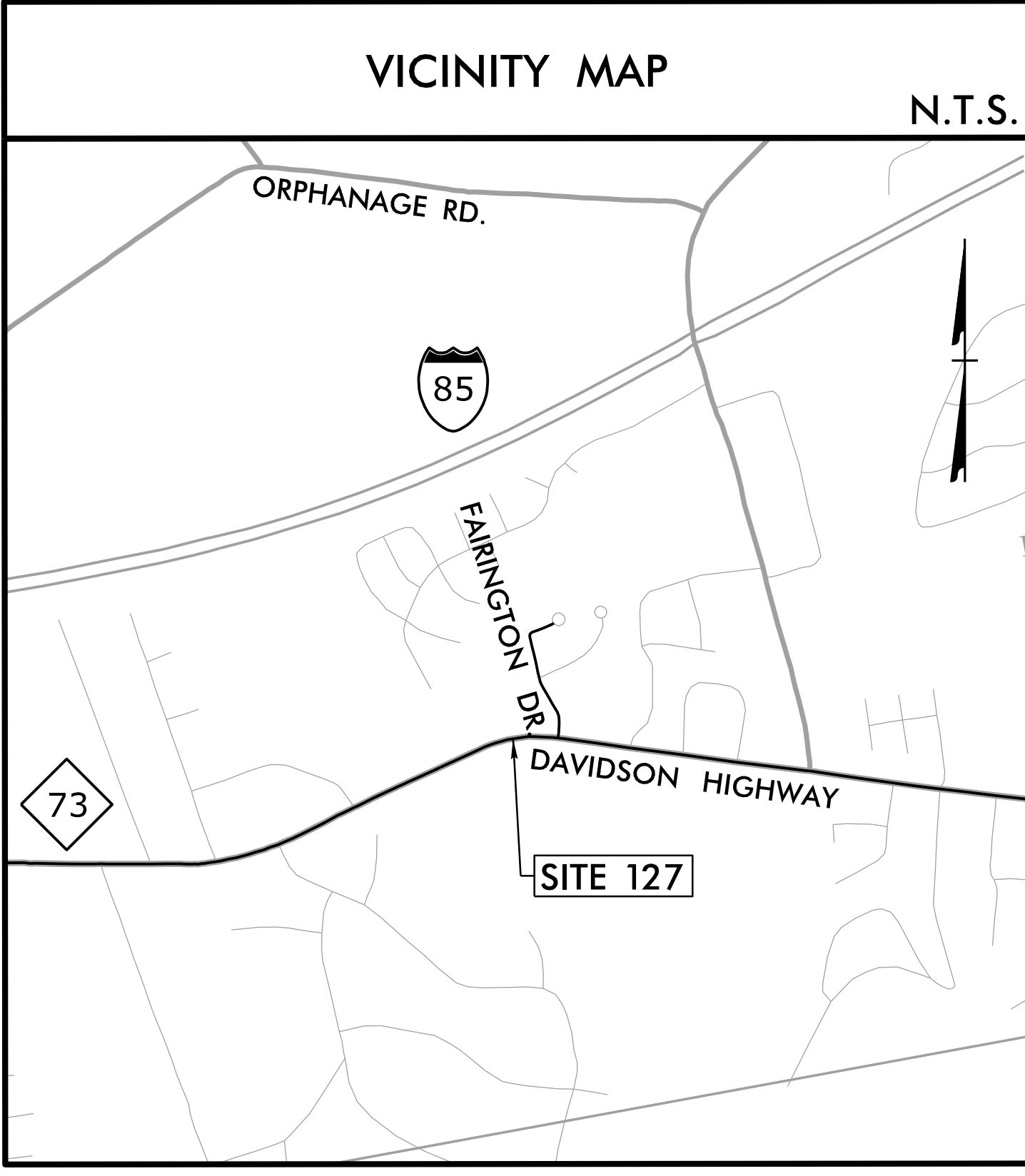


**RKA**  
 RAMEY KEMP ASSOCIATES  
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 Raleigh, North Carolina 27609  
 Phone: 919.872.5115  
 NC License No. C-0810  
 www.rameykemp.com

3/21/2022  
 User: m.lindsey  
 Concord: Transit\_Site\_126\_PSH.dgn

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

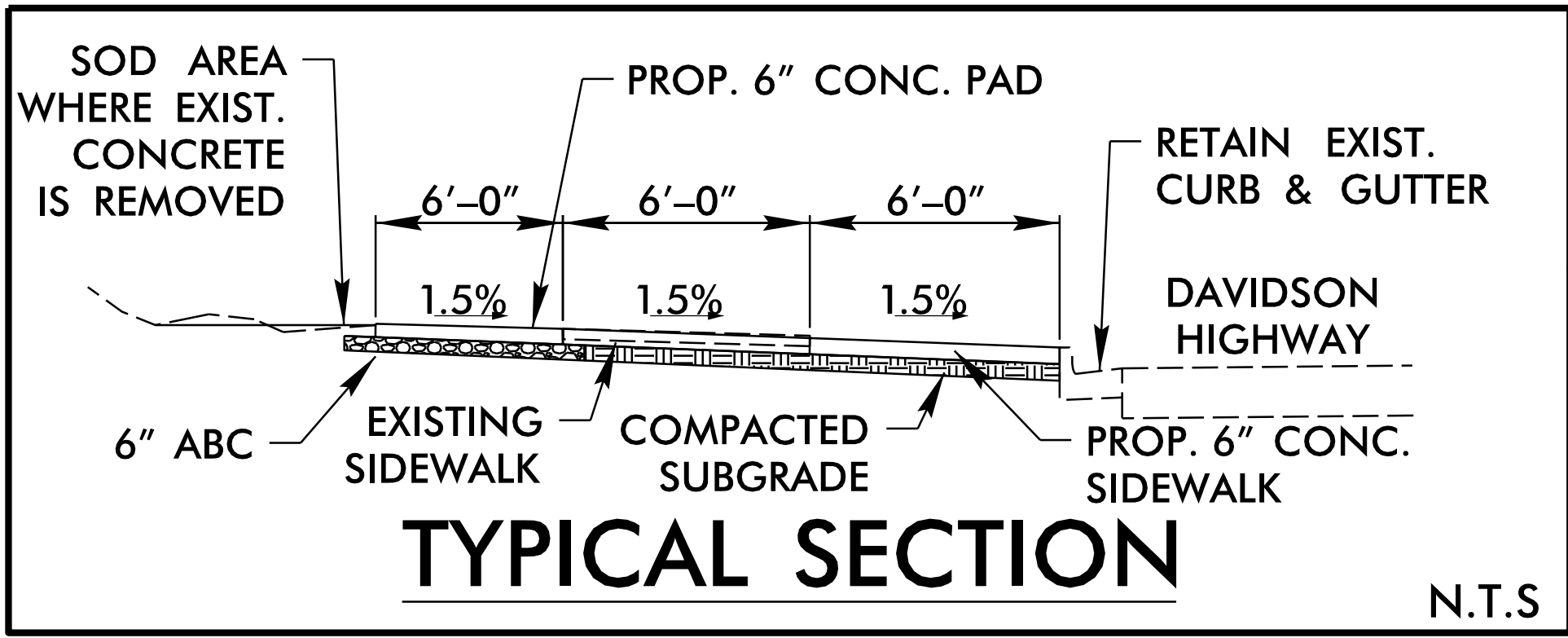
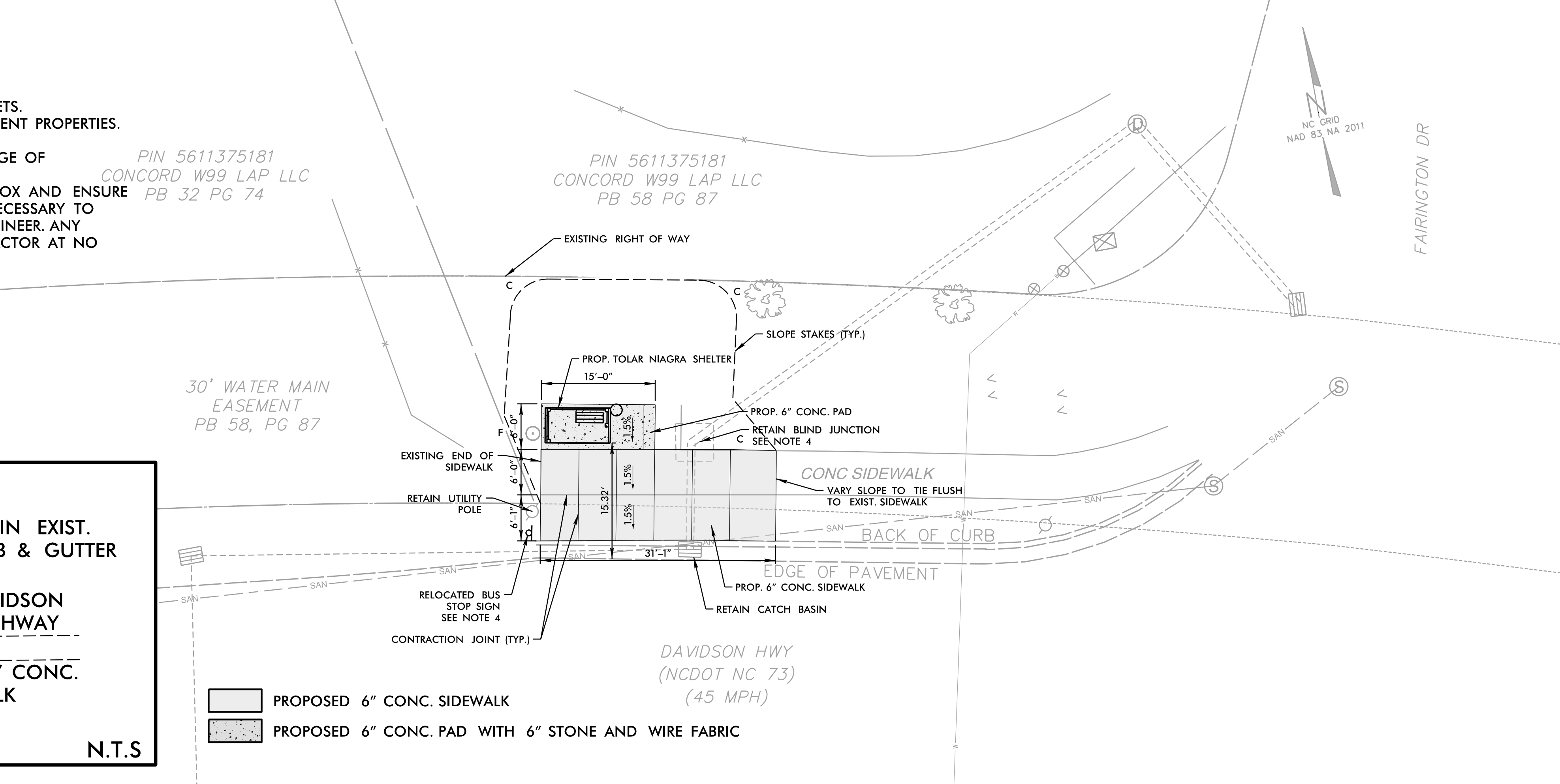
### EXISTING SURVEY/DEMOLITION PLAN



BUS STOP ID: YELLOW 5

### PROPOSED PLAN

- NOTES:
1. SEE GENERAL NOTES, LIST OF STANDARDS, & DETAILS ON SERIES 2 SHEETS.
  2. NO RIGHT-OF-WAY OR EASEMENTS HAVE BEEN ACQUIRED ON ADJACENT PROPERTIES. COMPLETE ALL WORK WITHIN EXISTING RIGHT-OF-WAY.
  3. MOUNT SIGN 84" ABOVE SIDEWALK. 2' MIN. & 8' MAX. CLEAR FROM EDGE OF PAVEMENT TO EDGE OF SIGN.
  4. CONTRACTOR TO VERIFY LOCATION OF EXISTING BLIND JUNCTION BOX AND ENSURE ITS CONDITION IS MAINTAINED. VARY DEPTH OF PROPOSED ABC IF NECESSARY TO RETAIN. CONFIRM ANY VARIATION OF SHELTER PAD WIDTH WITH ENGINEER. ANY DAMAGE TO THE BLIND JUNCTION WILL BE REPAIRED BY THE CONTRACTOR AT NO EXPENSE TO OWNER.



SITE NO. 127



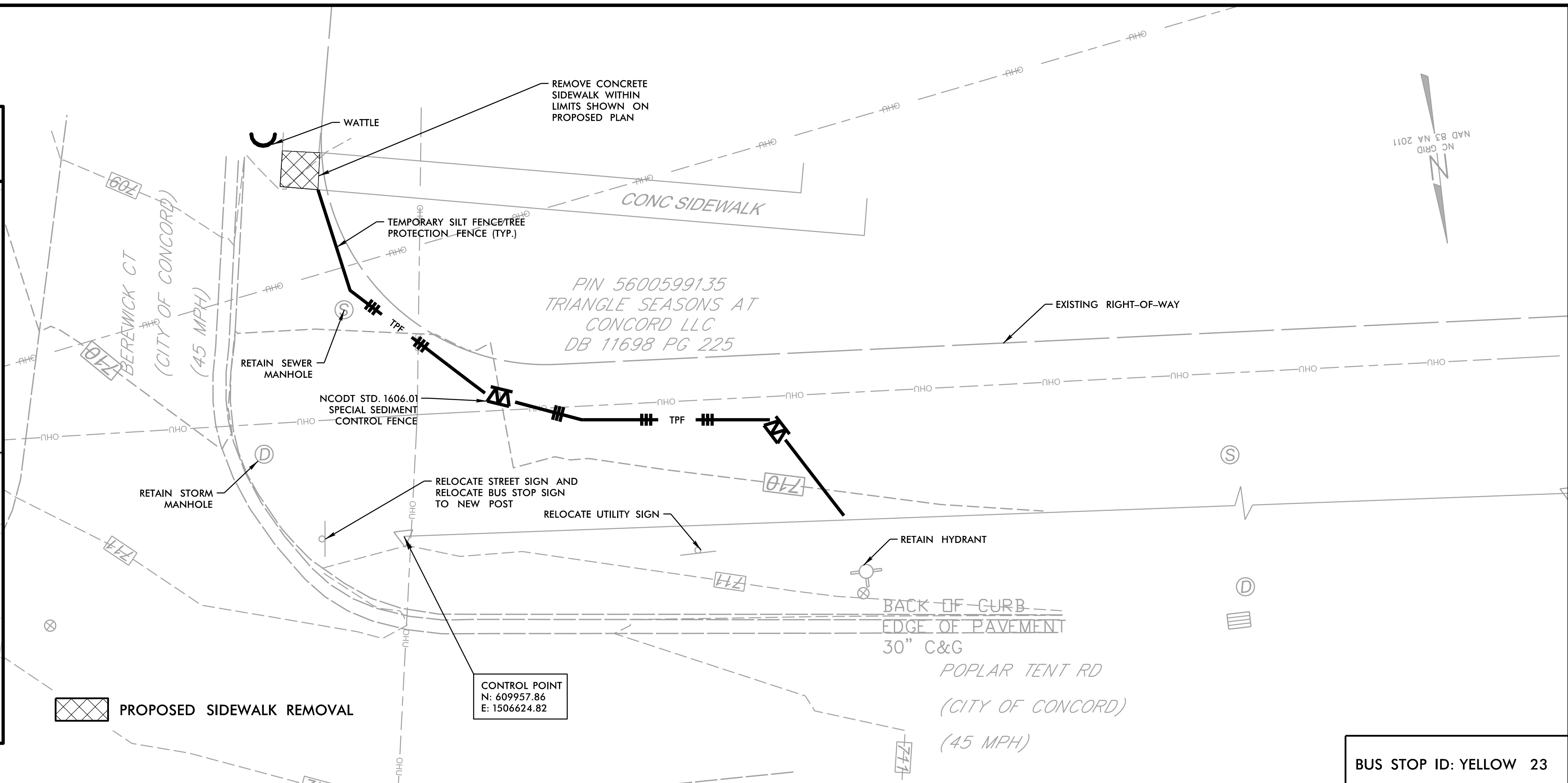
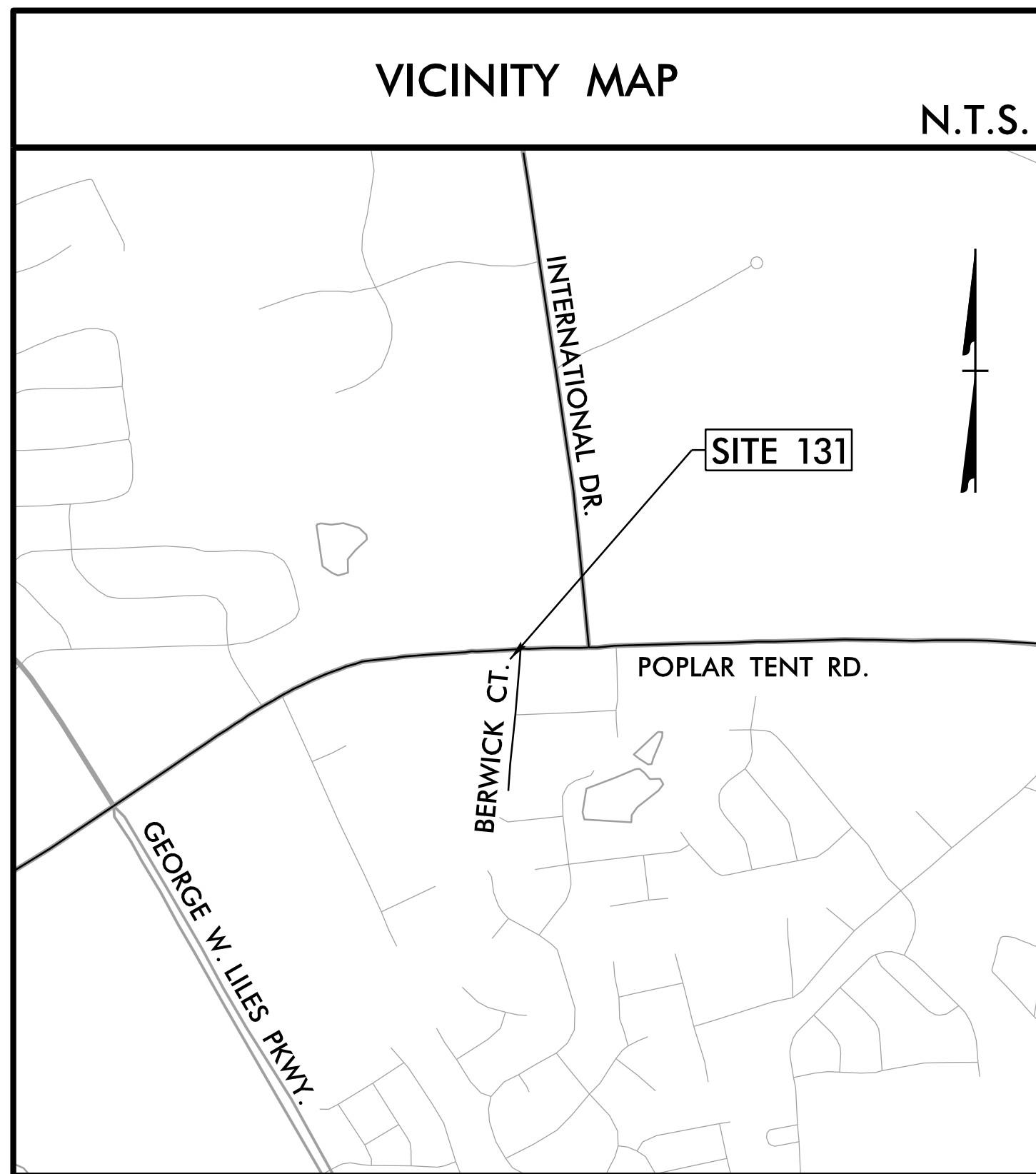
CITY OF CONCORD  
 RIDER TRANSIT BUS STOPS  
 DAVIDSON HIGHWAY (WB)  
 AT FAIRINGTON DRIVE

REVISIONS	DATE:	11/03/2022
	DESIGNED BY:	AJA
	CHECKED BY:	GSS
	0 5' 10'	
	Infrastructure Consulting Services, Inc.	
	8808 Farington Place Raleigh, North Carolina 27609 Phone: 919-872-5115 NC License No. F-1489 www.rameykemp.com	

11/3/2022 User: aajezza Concord\_Transit\_Site\_127\_PSH.dgn

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### EXISTING SURVEY/DEMOLITION PLAN



SITE NO. 131

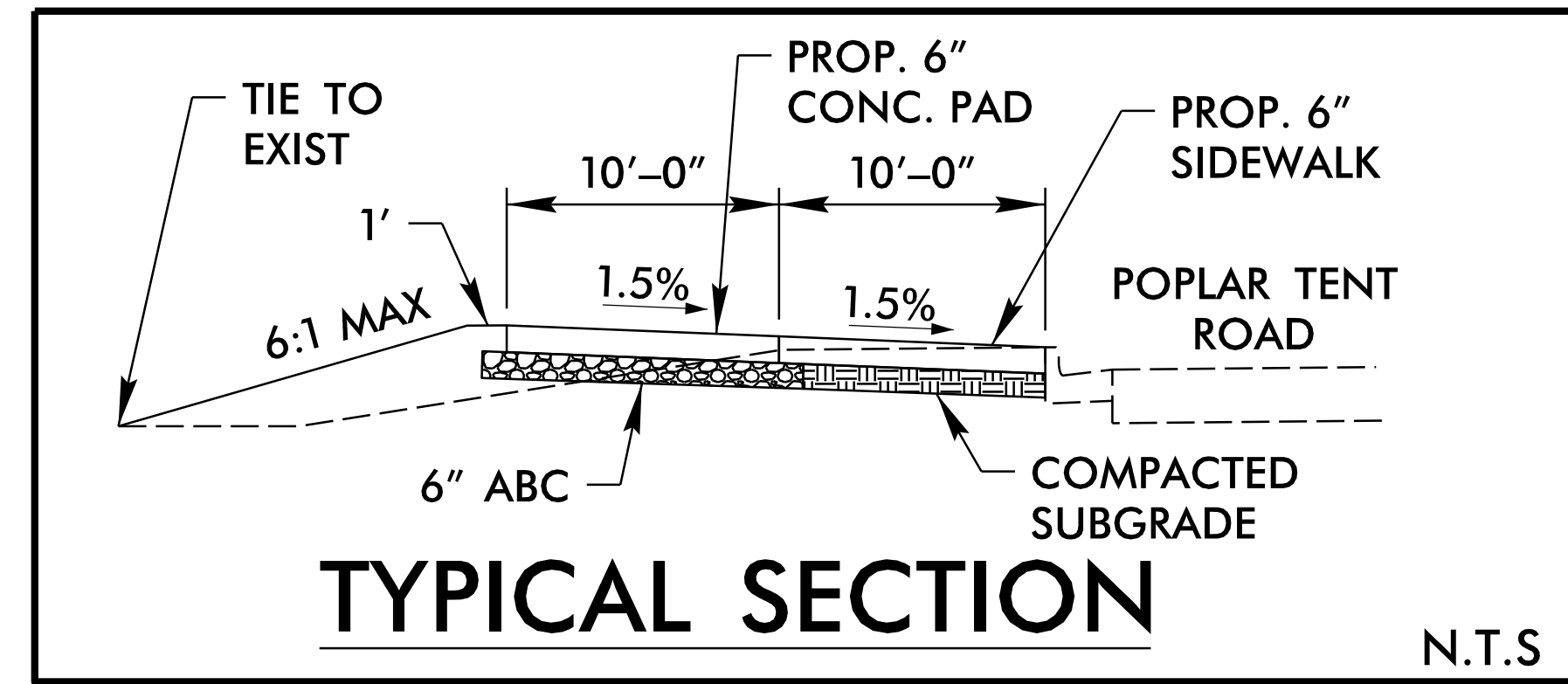
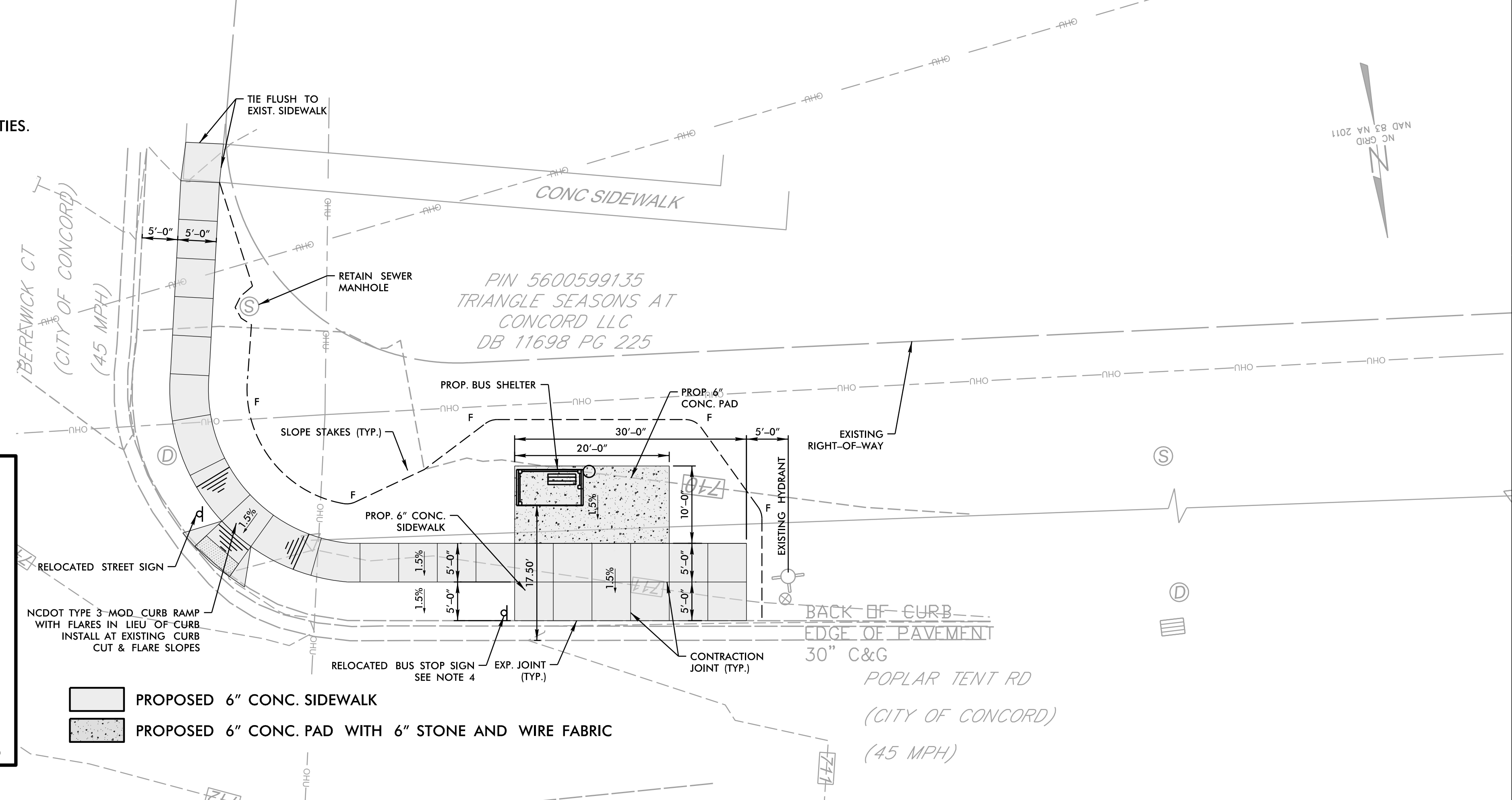


CITY OF CONCORD  
RIDER TRANSIT BUS STOPS  
POPLAR TENT ROAD  
AT BERWICK COURT

BUS STOP ID: YELLOW 23

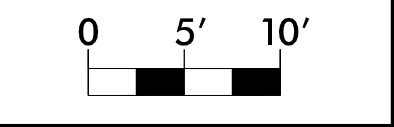
### PROPOSED PLAN

- NOTES:
1. SEE GENERAL NOTES, LIST OF STANDARDS, & DETAILS ON SERIES 2 SHEETS.
  2. NO RIGHT-OF-WAY OR EASEMENTS HAVE BEEN ACQUIRED ON ADJACENT PROPERTIES. COMPLETE ALL WORK WITHIN EXISTING RIGHT-OF-WAY.
  3. MOUNT SIGN 84" ABOVE SIDEWALK. 2' MIN. & 8' MAX. CLEAR FROM EDGE OF PAVEMENT TO EDGE OF SIGN.



REVISIONS	DATE	BY	CHKD

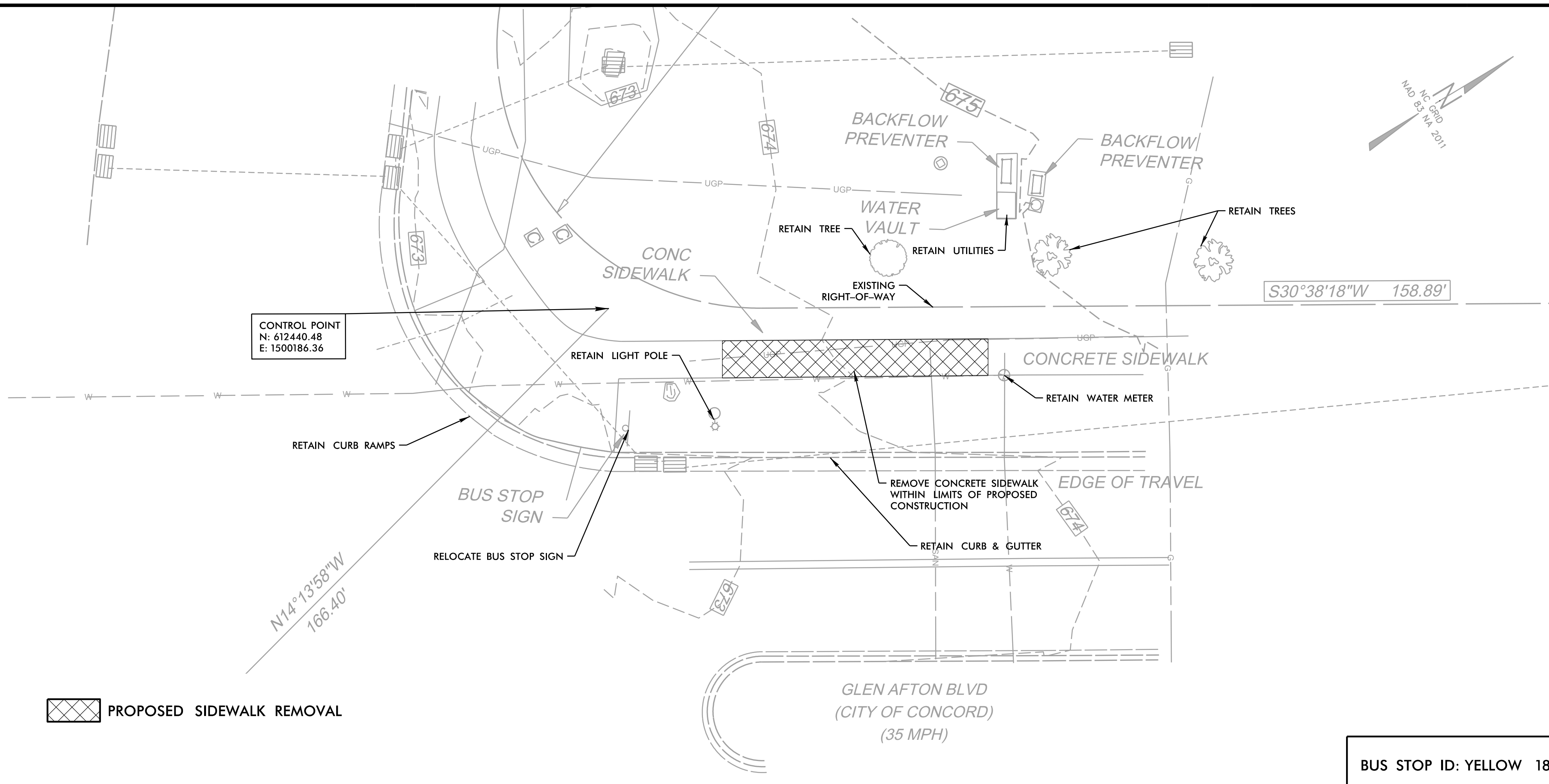
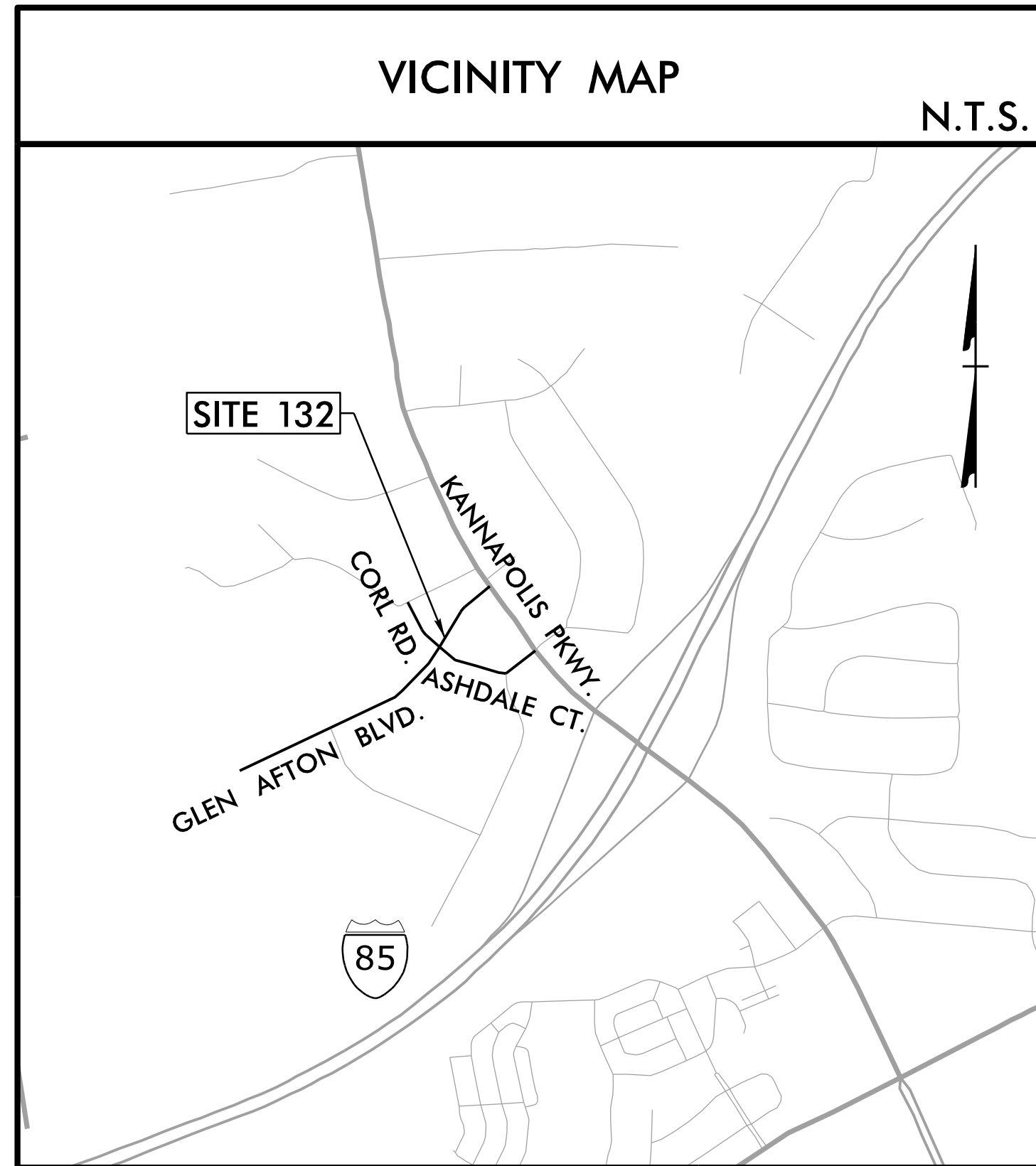
DATE: 01/12/2022  
 DESIGNED BY: AJA  
 CHECKED BY: GSS



**RKA**  
 RAMEY KEMP ASSOCIATES  
 5808 Faringdon Place  
 Raleigh, North Carolina 27609  
 Phone: 919-872-5115  
 NC License No. C-0910  
 www.rameykemp.com

3/21/2022  
 User: m.lindsey  
 Concord: Transit\_Site\_131\_PSH.dgn

**EXISTING SURVEY/DEMOLITION PLAN**



SITE NO.  
**132**

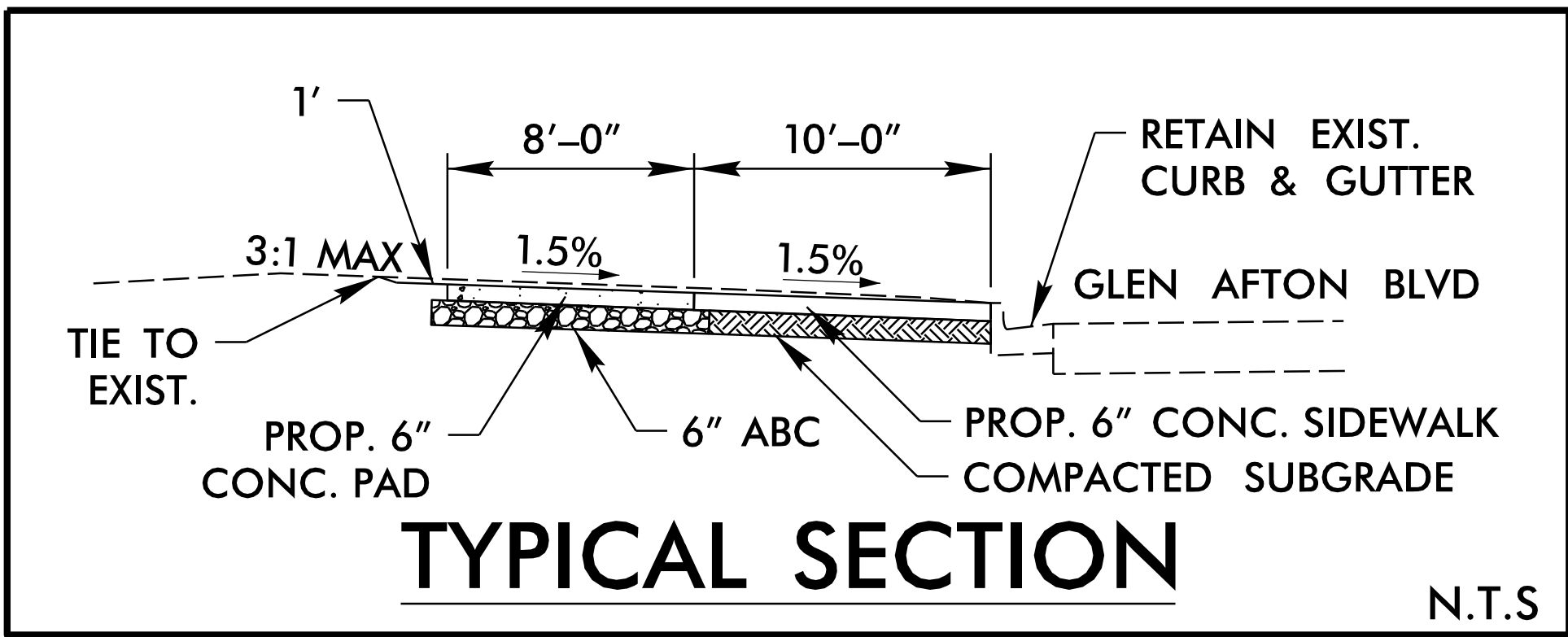
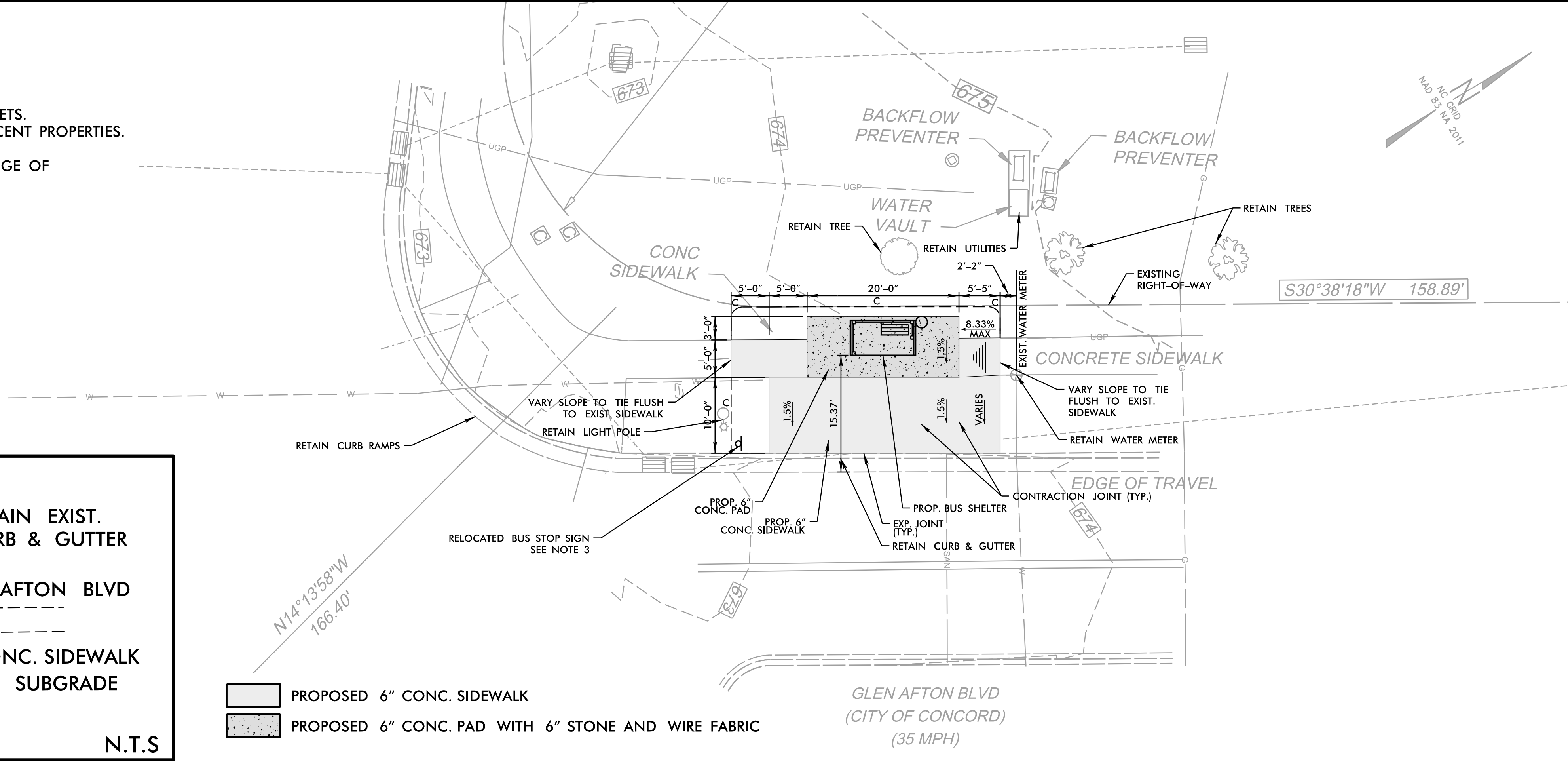


CITY OF CONCORD  
RIDER TRANSIT BUS STOPS  
GLEN AFTON BOULEVARD (SB)  
AT AFTON RIDGE

BUS STOP ID: YELLOW 18

**PROPOSED PLAN**

- NOTES:
1. SEE GENERAL NOTES, LIST OF STANDARDS, & DETAILS ON SERIES 2 SHEETS.
  2. NO RIGHT-OF-WAY OR EASEMENTS HAVE BEEN ACQUIRED ON ADJACENT PROPERTIES. COMPLETE ALL WORK WITHIN EXISTING RIGHT-OF-WAY.
  3. MOUNT SIGN 84" ABOVE SIDEWALK. 2' MIN. & 8' MAX. CLEAR FROM EDGE OF PAVEMENT TO EDGE OF SIGN.

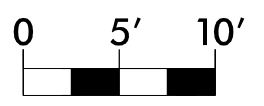


- PROPOSED 6" CONC. SIDEWALK
- PROPOSED 6" CONC. PAD WITH 6" STONE AND WIRE FABRIC

REVISIONS

NO.	DESCRIPTION	DATE

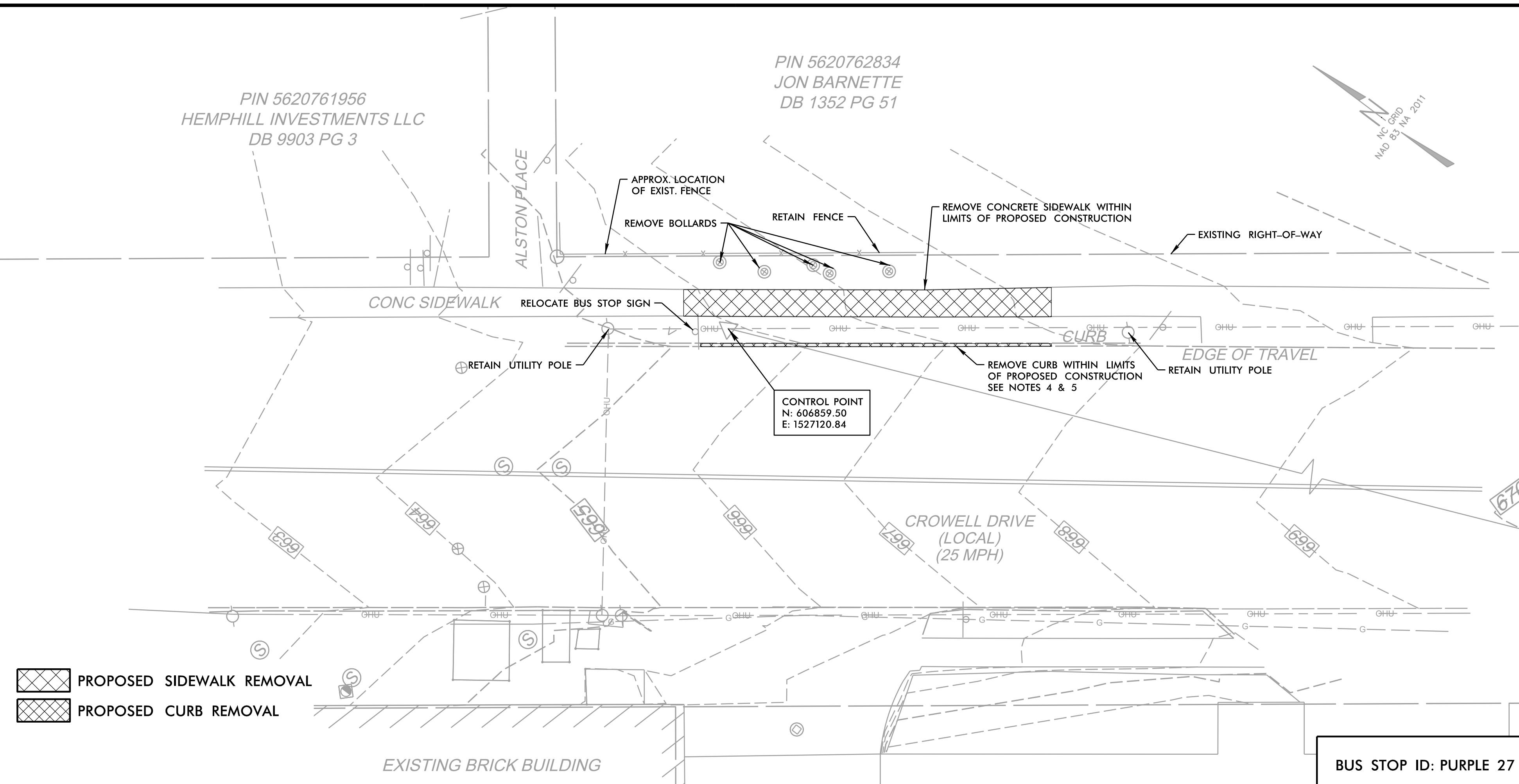
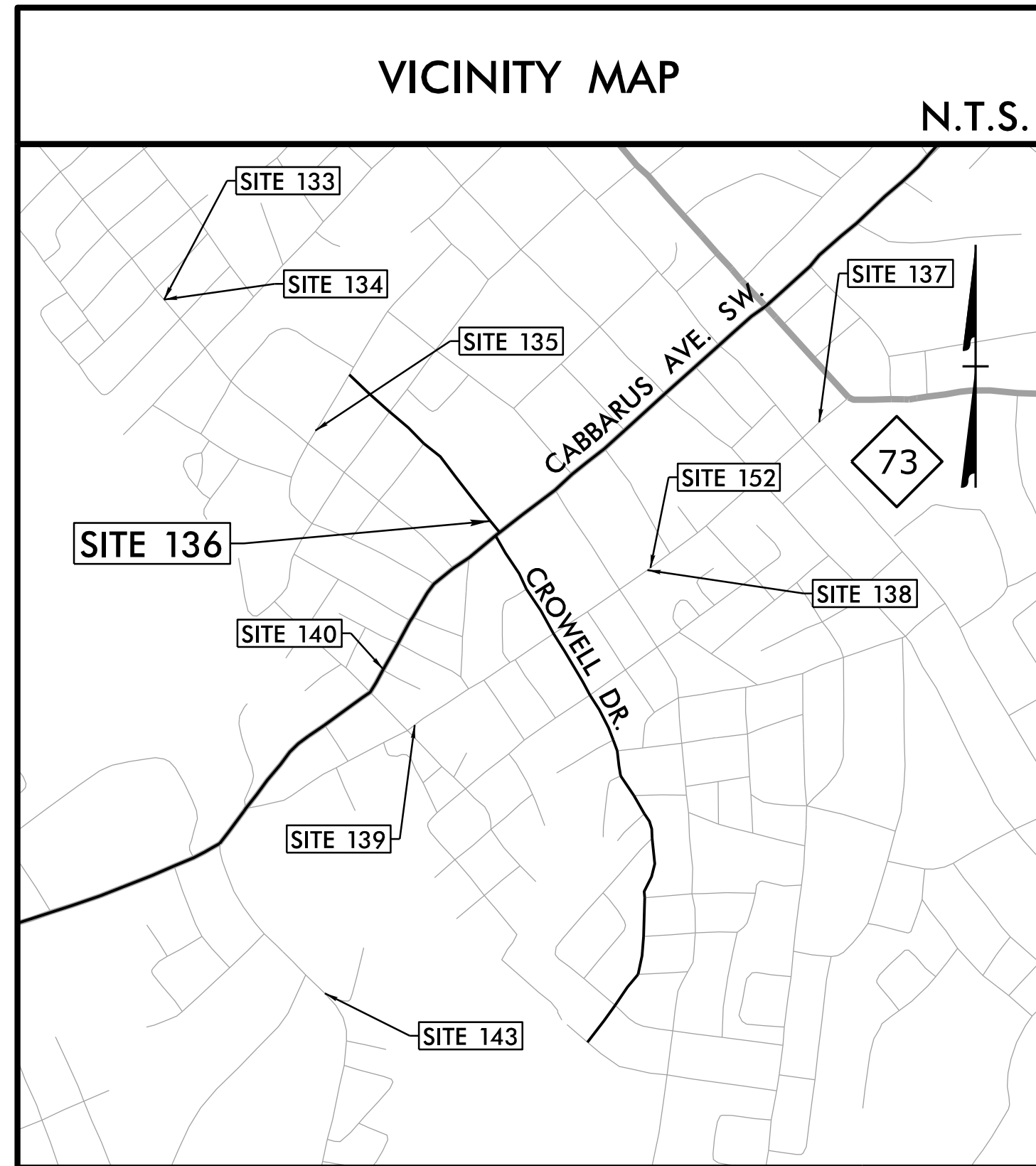
DATE: 11/02/2022  
DESIGNED BY: AJA  
CHECKED BY: GSS



Infrastructure Consulting Services, Inc.  
**RKA**  
RAMEY KEMP ASSOCIATES  
6808 Faringdon Place  
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www.rameykemp.com

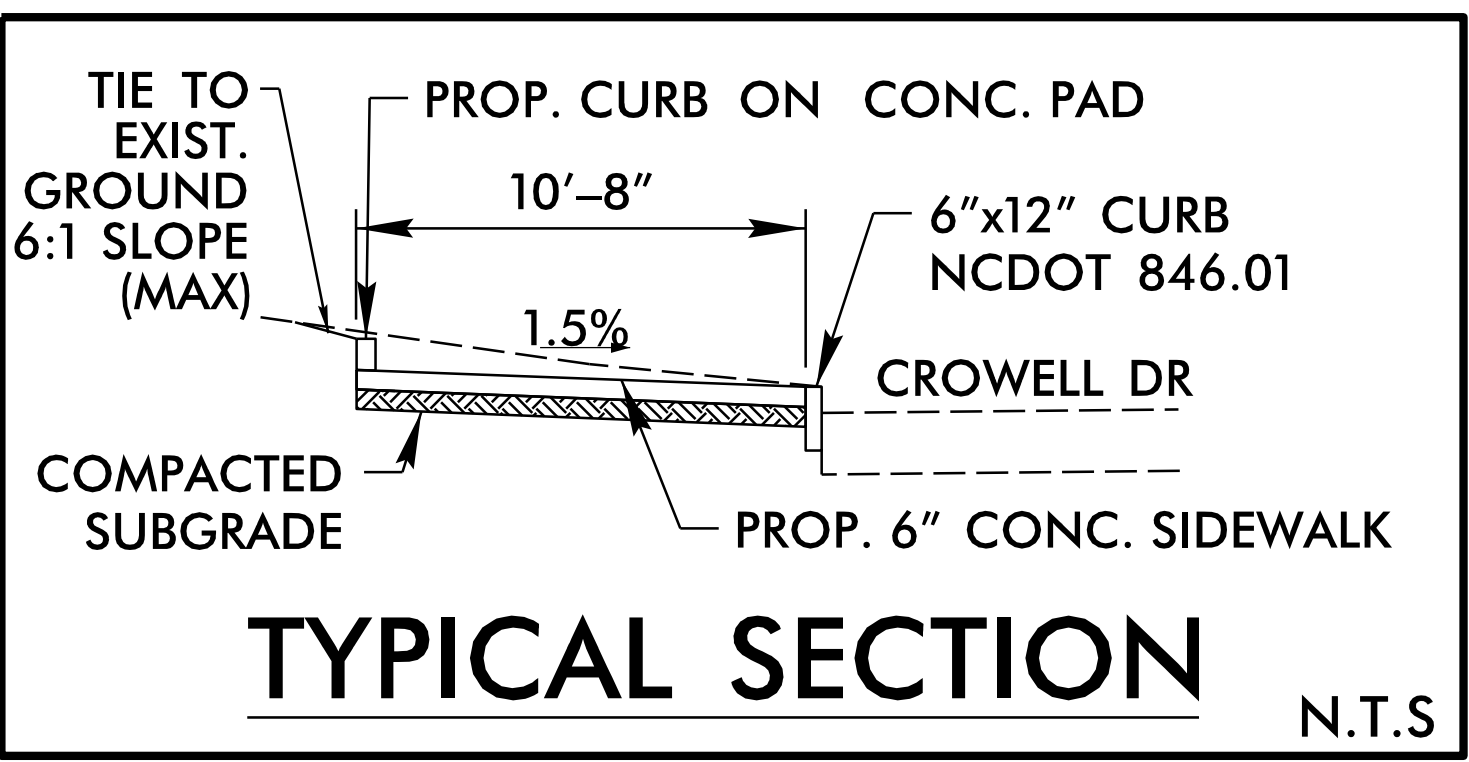
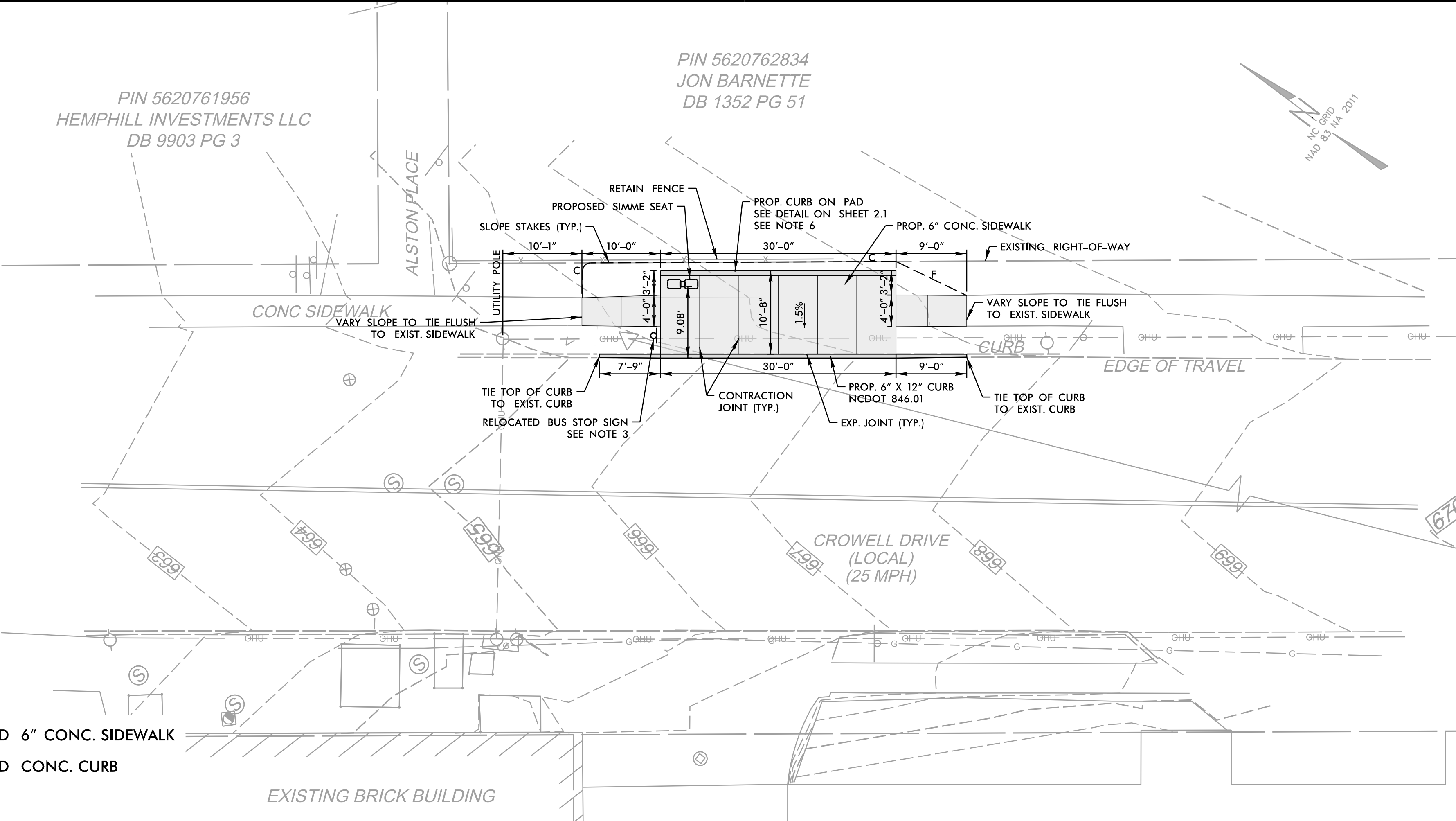
11/2/2022  
User: gaj.ezza  
Concord\_Transit\_Site\_132\_PSH.dgn

### EXISTING SURVEY/DEMOLITION PLAN



### PROPOSED PLAN

- NOTES:
- SEE GENERAL NOTES, LIST OF STANDARDS, & DETAILS ON SERIES 2 SHEETS.
  - NO RIGHT-OF-WAY OR EASEMENTS HAVE BEEN ACQUIRED ON ADJACENT PROPERTIES. COMPLETE ALL WORK WITHIN EXISTING RIGHT-OF-WAY.
  - MOUNT SIGN 84" ABOVE SIDEWALK. 2' MIN. & 8' MAX. CLEAR FROM EDGE OF PAVEMENT TO EDGE OF SIGN.
  - SAW CUT ASPHALT TO PROVIDE SMOOTH, STRAIGHT LINE BETWEEN LIMITS OF REMOVAL. ASPHALT PATCH AS NECESSARY OR AS DIRECTED BY THE ENGINEER.
  - ANY ASPHALT PATCHING REQUIRED IS TO INCLUDE 6" I19.0C AND 3" S9.5C OR AS OTHERWISE DIRECTED BY THE ENGINEER OR NCDOT. ASPHALT PATCHING REQUIRED WILL BE AT NO ADDITIONAL COST TO THE OWNER.
  - CURB HEIGHT TO BE SET AT 10" ABOVE PAD UNLESS OTHERWISE DIRECTED BY ENGINEER.



SITE NO. 136



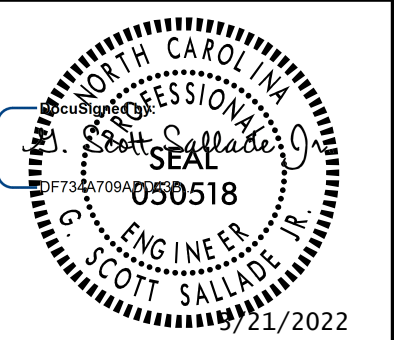
CITY OF CONCORD  
RIDER TRANSIT BUS STOPS  
CROWELL DRIVE (NB)  
AT CABARRUS AVENUE

REVISIONS	DATE	DESCRIPTION

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

DATE: 01/12/2022  
 DESIGNED BY: AJA  
 CHECKED BY: GSS

0 5' 10'

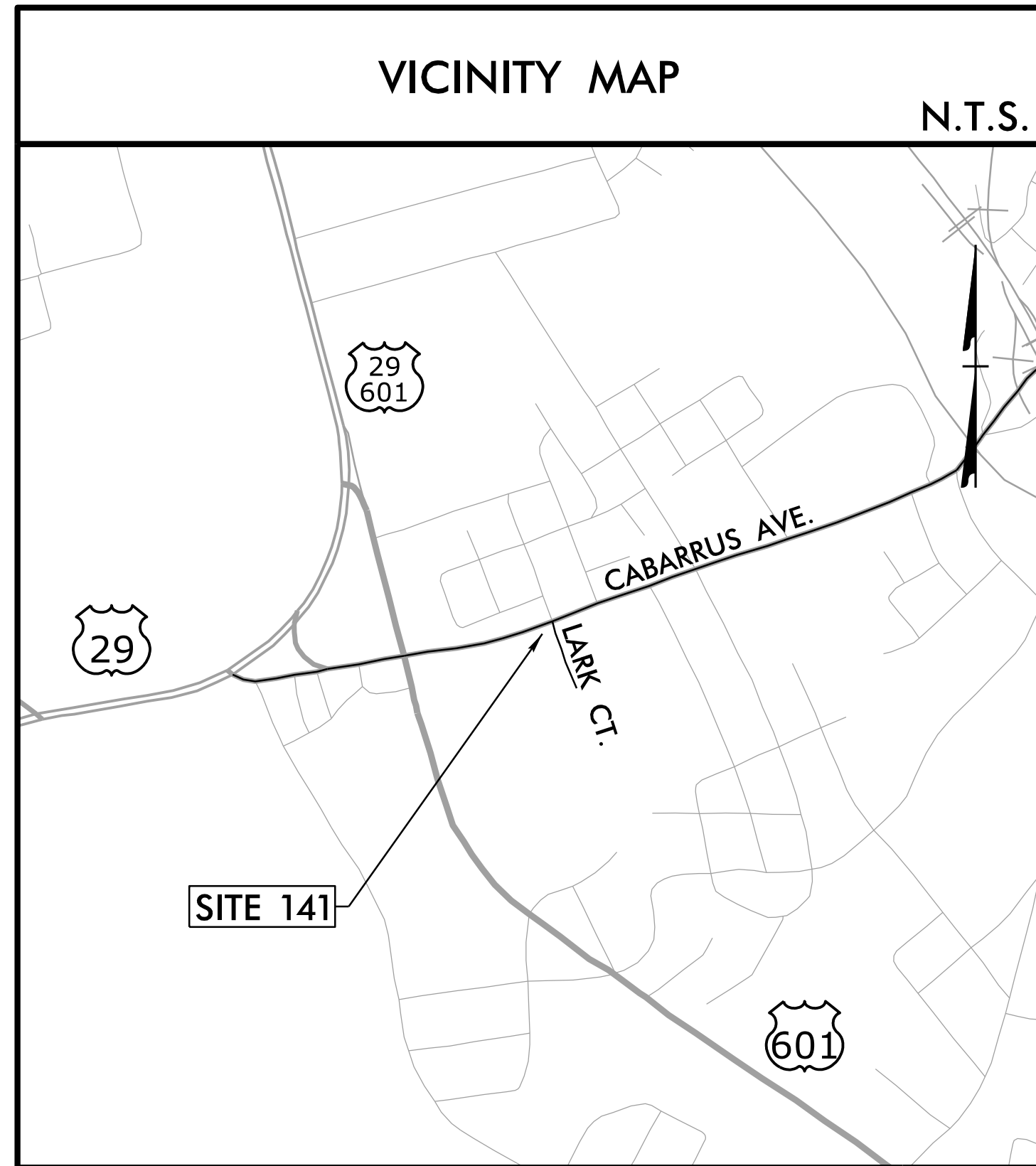


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 Raleigh, North Carolina 27609  
 Phone: 919.872.5115  
 NC License No. C-0910  
 www.rameykemp.com

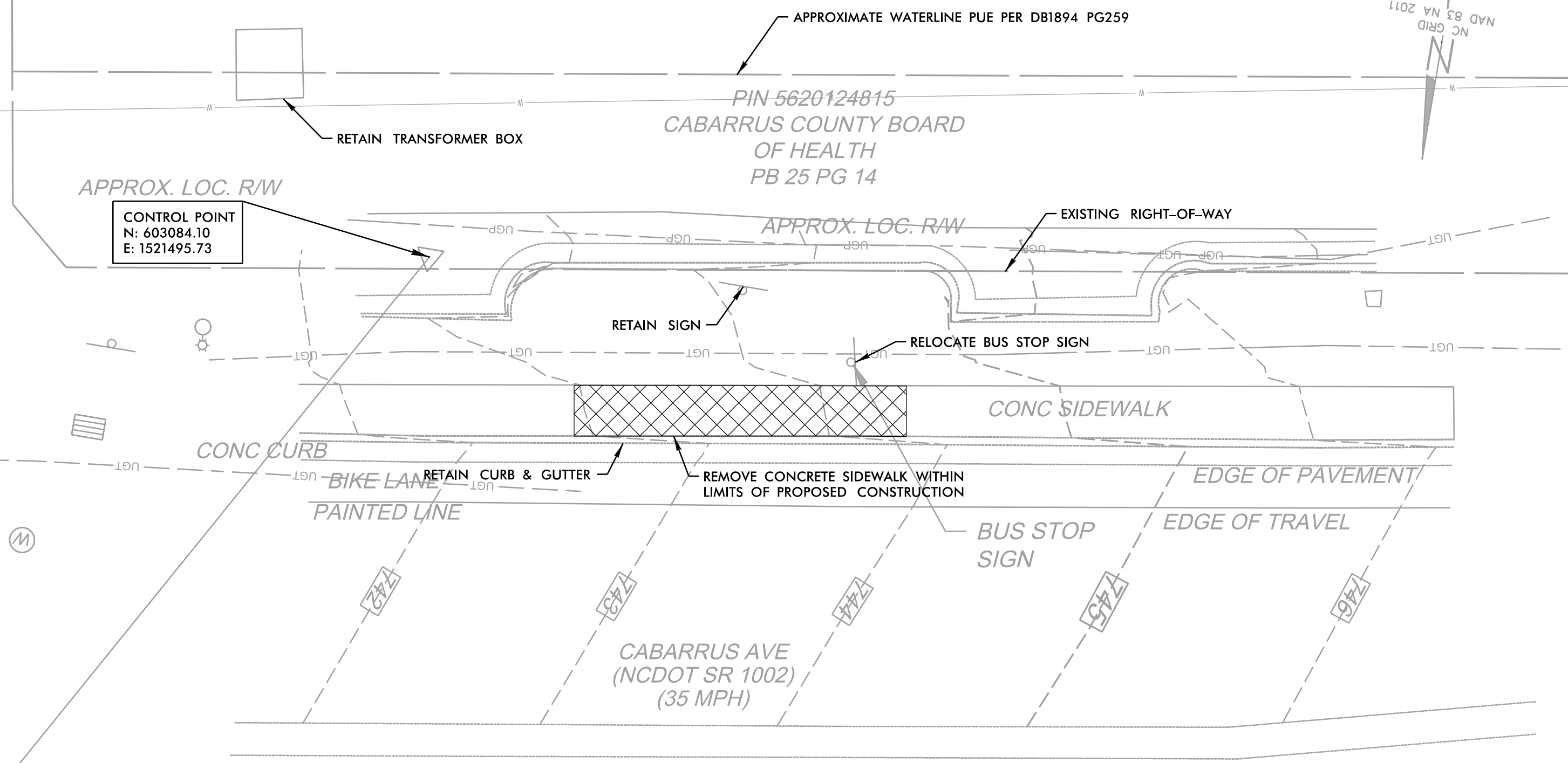
3/21/2022  
User: m.j.madsey  
Concord, Transit, Site\_136\_PSH.dgn



**EXISTING SURVEY/DEMOLITION PLAN**



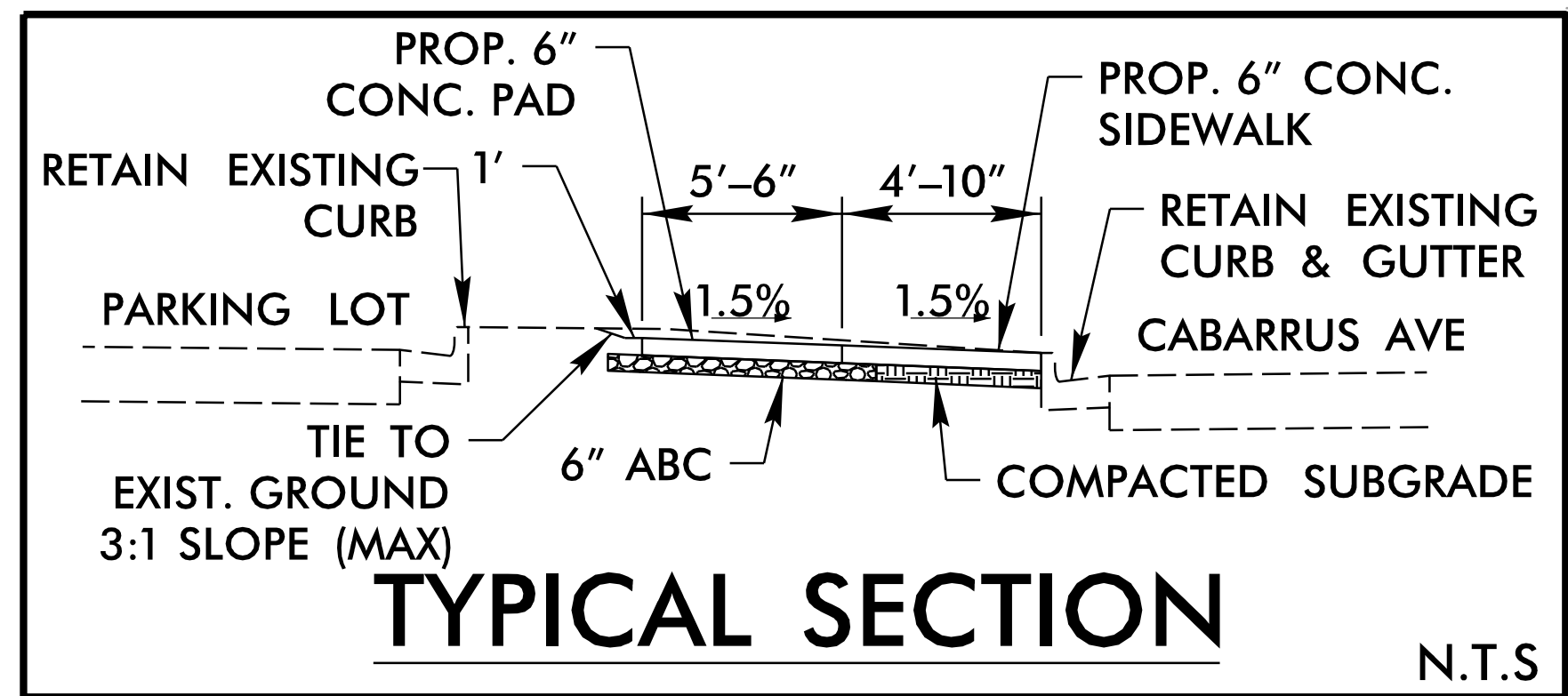
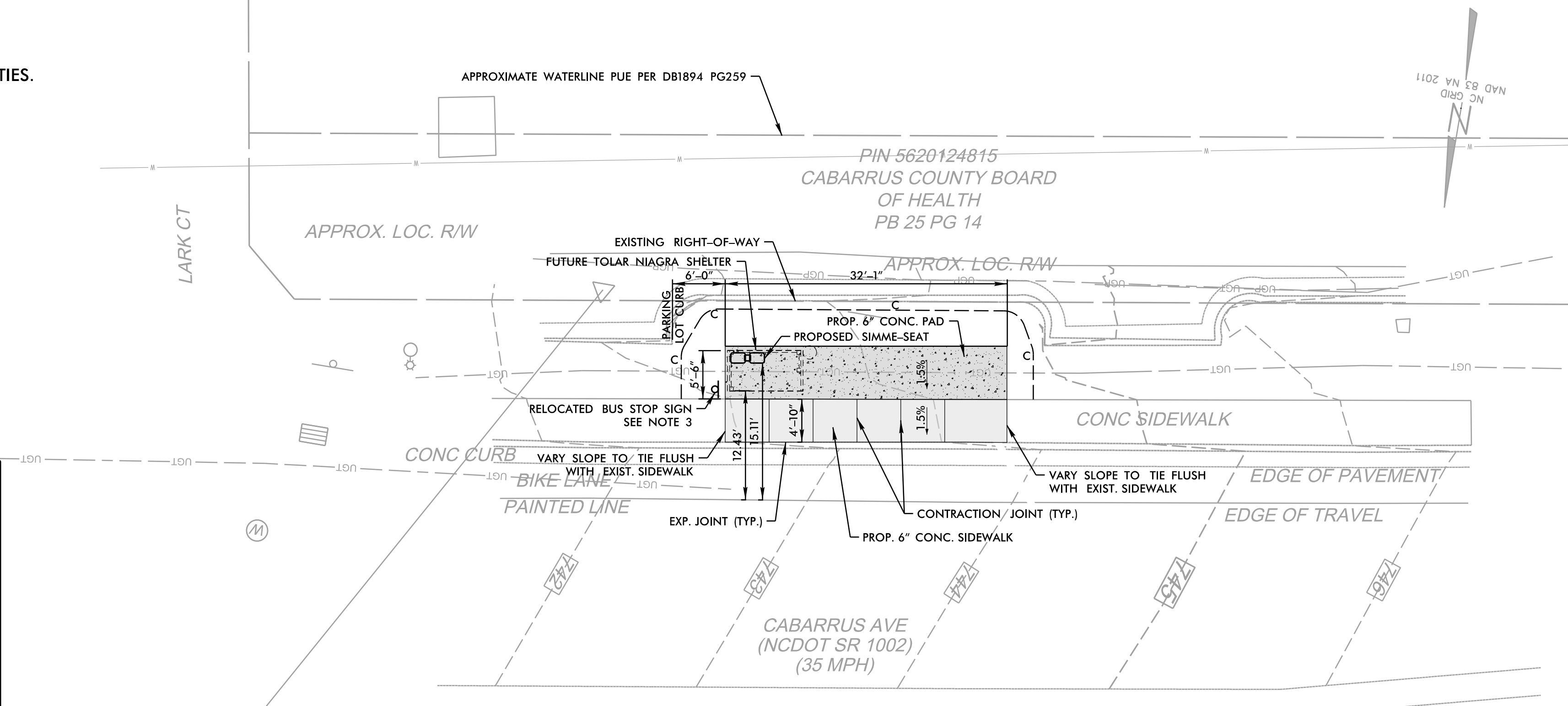
PROPOSED SIDEWALK REMOVAL



BUS STOP ID: PURPLE 23

**PROPOSED PLAN**

- NOTES:
1. SEE GENERAL NOTES, LIST OF STANDARDS, & DETAILS ON SERIES 2 SHEETS.
  2. NO RIGHT-OF-WAY OR EASEMENTS HAVE BEEN ACQUIRED ON ADJACENT PROPERTIES. COMPLETE ALL WORK WITHIN EXISTING RIGHT-OF-WAY.
  3. MOUNT SIGN 84" ABOVE SIDEWALK. 2' MIN. & 8' MAX. CLEAR FROM EDGE OF PAVEMENT TO EDGE OF SIGN.



PROPOSED 6" CONC. PAD WITH 6" STONE AND WIRE FABRIC  
 PROPOSED 6" CONC. SIDEWALK

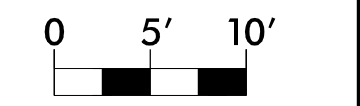
SITE NO.  
**141**



CITY OF CONCORD  
 RIDER TRANSIT BUS STOPS  
 CABARRUS AVENUE (EB)  
 AT LARK COURT

REVISIONS					

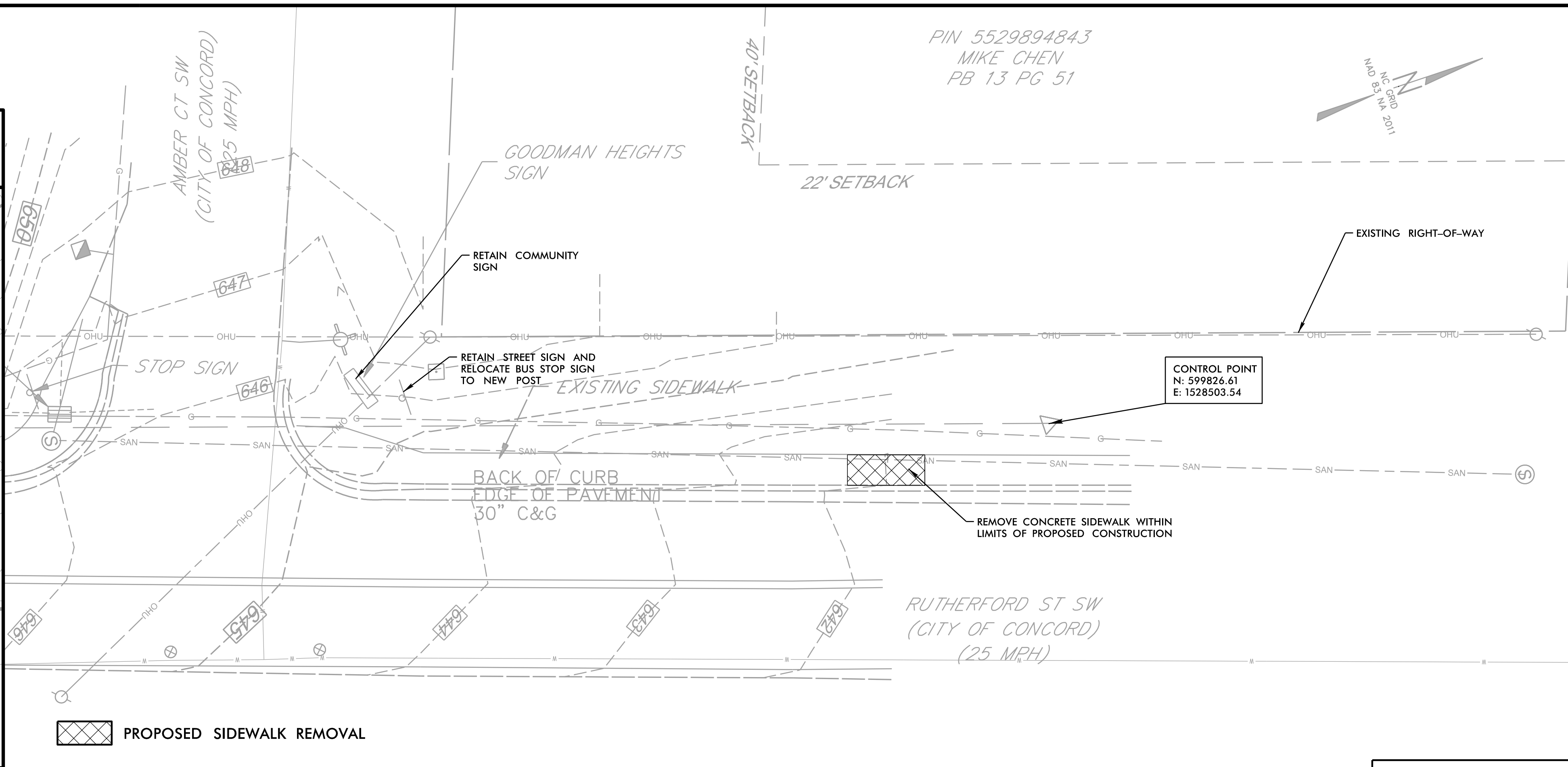
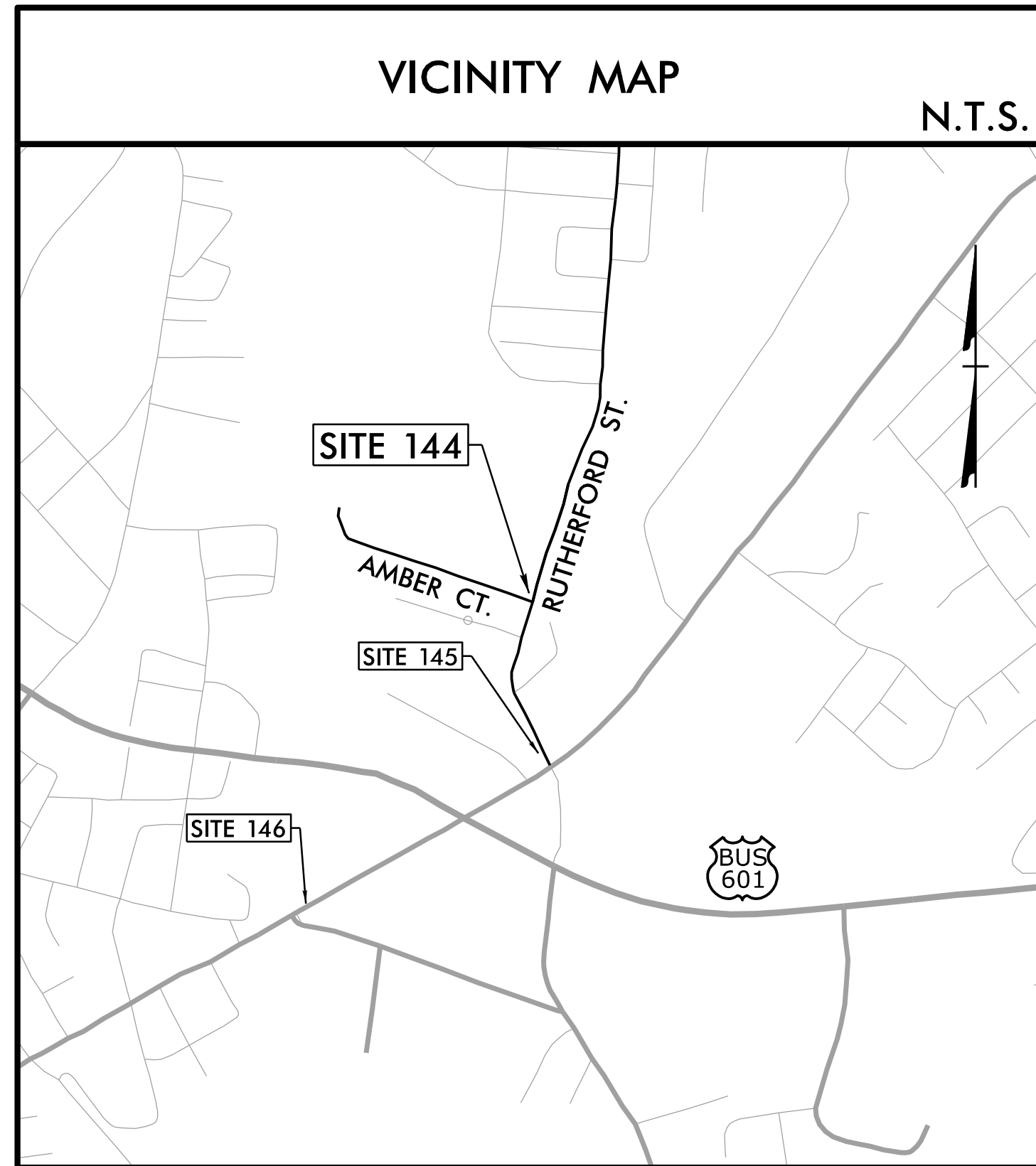
DATE: 11/03/2022  
 DESIGNED BY: AJA  
 CHECKED BY: GSS



11/3/2022 User: gaj.gajza Concord\_Transit\_Site\_141\_PSH.dgn

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

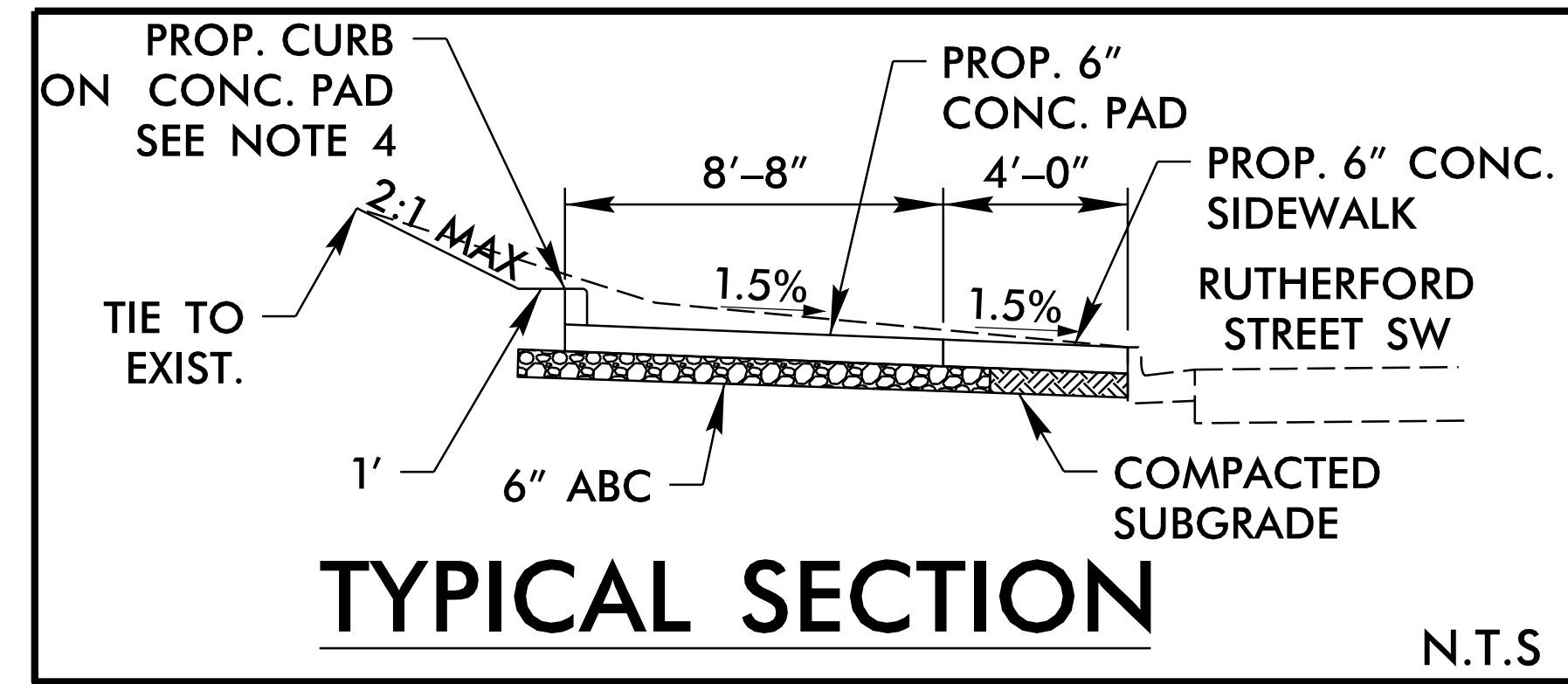
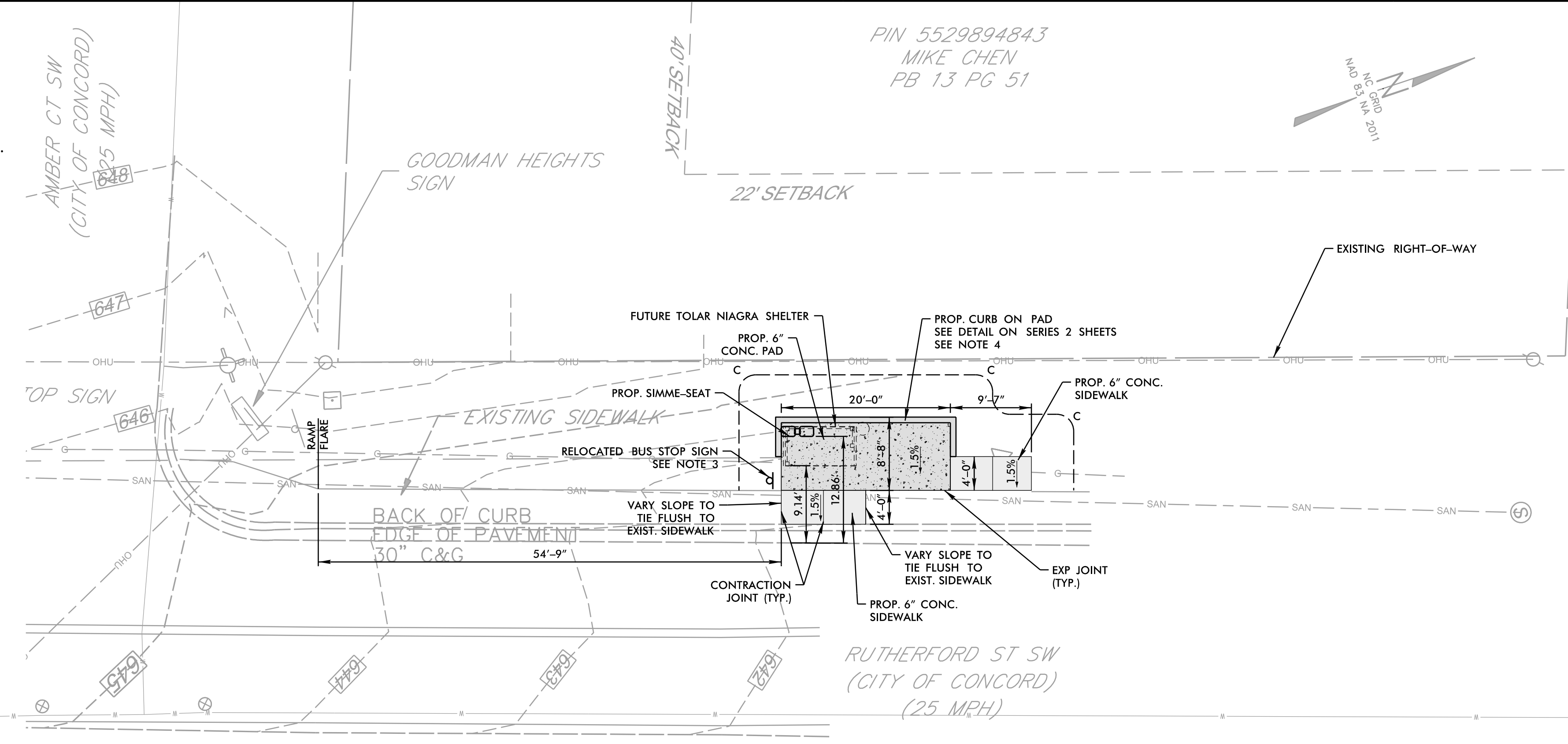
**EXISTING SURVEY/DEMOLITION PLAN**



BUS STOP ID: ORANGE 22

**PROPOSED PLAN**

- NOTES:**
1. SEE GENERAL NOTES, LIST OF STANDARDS, & DETAILS ON SERIES 2 SHEETS.
  2. NO RIGHT-OF-WAY OR EASEMENTS HAVE BEEN ACQUIRED ON ADJACENT PROPERTIES. COMPLETE ALL WORK WITHIN EXISTING RIGHT-OF-WAY.
  3. MOUNT SIGN 84" ABOVE SIDEWALK. 2' MIN. & 8' MAX. CLEAR FROM EDGE OF PAVEMENT TO EDGE OF SIGN.
  4. CURB HEIGHT TO BE SET AT 1' ABOVE PAD UNLESS OTHERWISE DIRECTED BY ENGINEER.



- PROPOSED 6" CONC. CURB
- PROPOSED 6" CONC. SIDEWALK
- PROPOSED 6" CONC. PAD WITH 6" STONE AND WIRE FABRIC

SITE NO.  
**144**

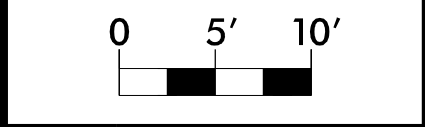


CITY OF CONCORD  
RIDER TRANSIT BUS STOPS  
RUTHERFORD STREET SW (SB)  
AT AMBER COURT

REVISIONS	DATE	DESCRIPTION

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

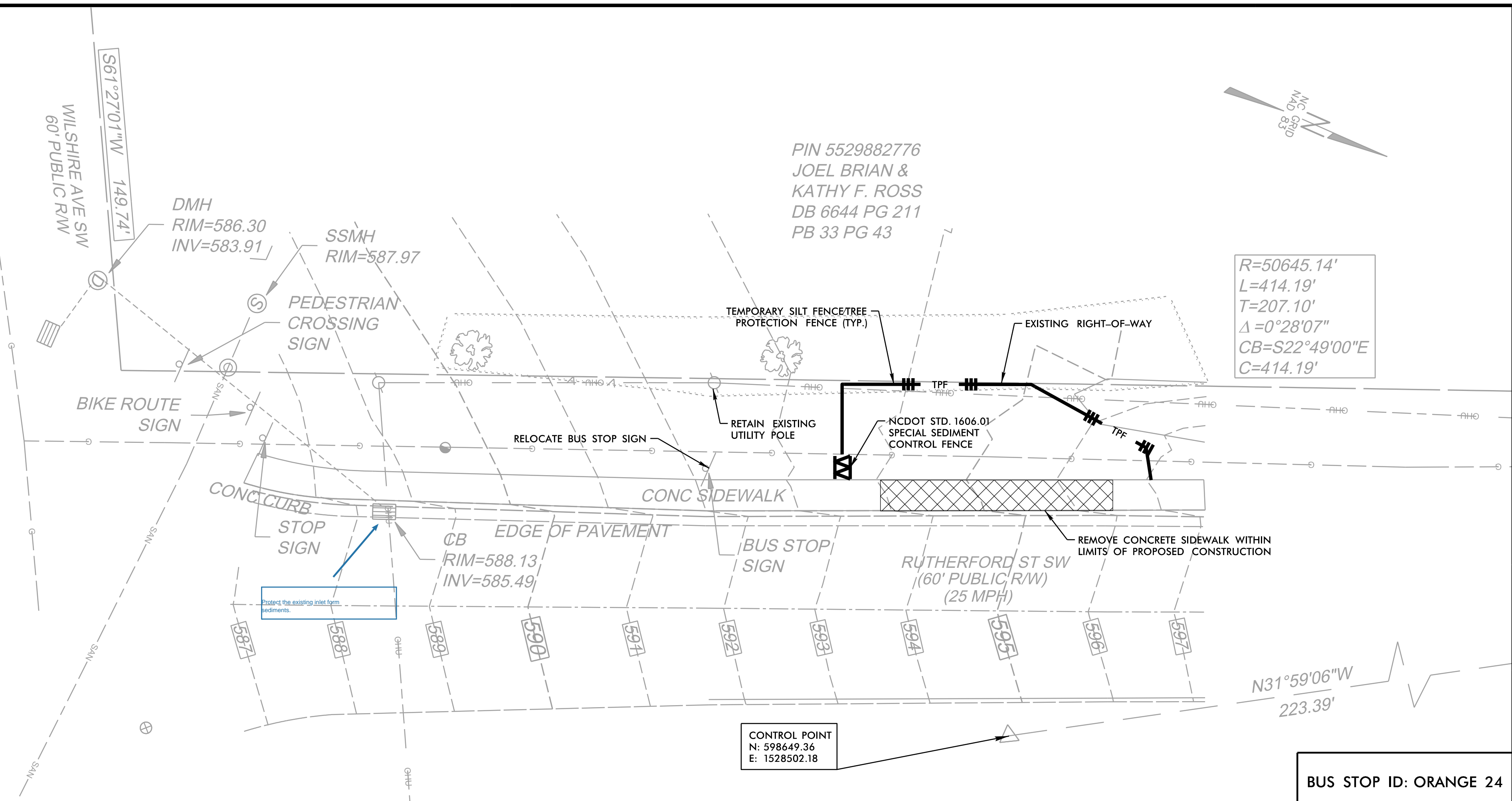
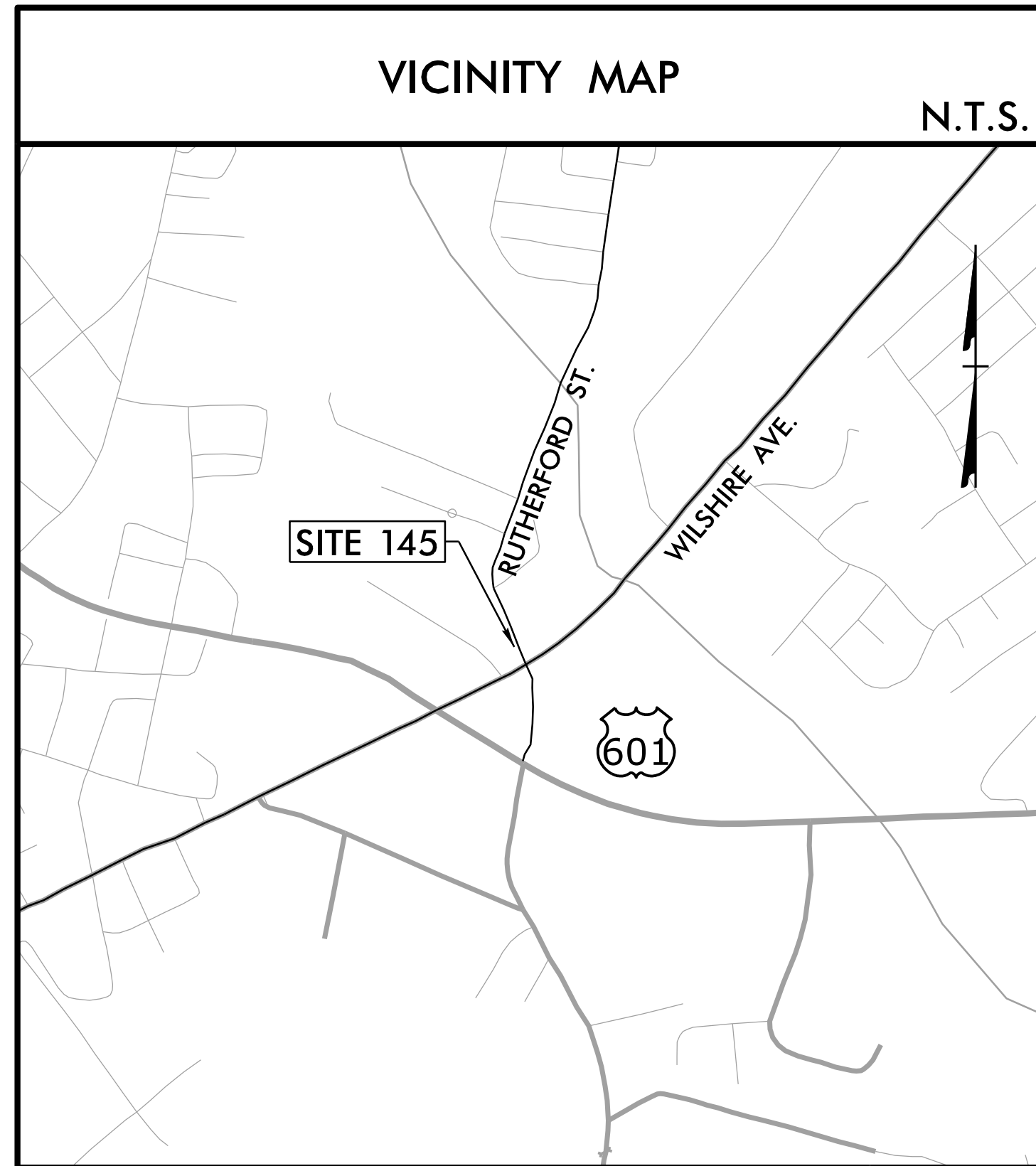
DATE: 11/03/2022  
DESIGNED BY: AJA  
CHECKED BY: GSS



Infrastructure Consulting Services, Inc.  
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Raleigh, North Carolina 27609  
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NC License No. F-1489  
www.rameykemp.com

11/3/2022 User: agi.ezza Concord\_Transit\_Site\_144\_PSH.dgn

**EXISTING SURVEY/DEMOLITION PLAN**



SITE NO.  
**145**

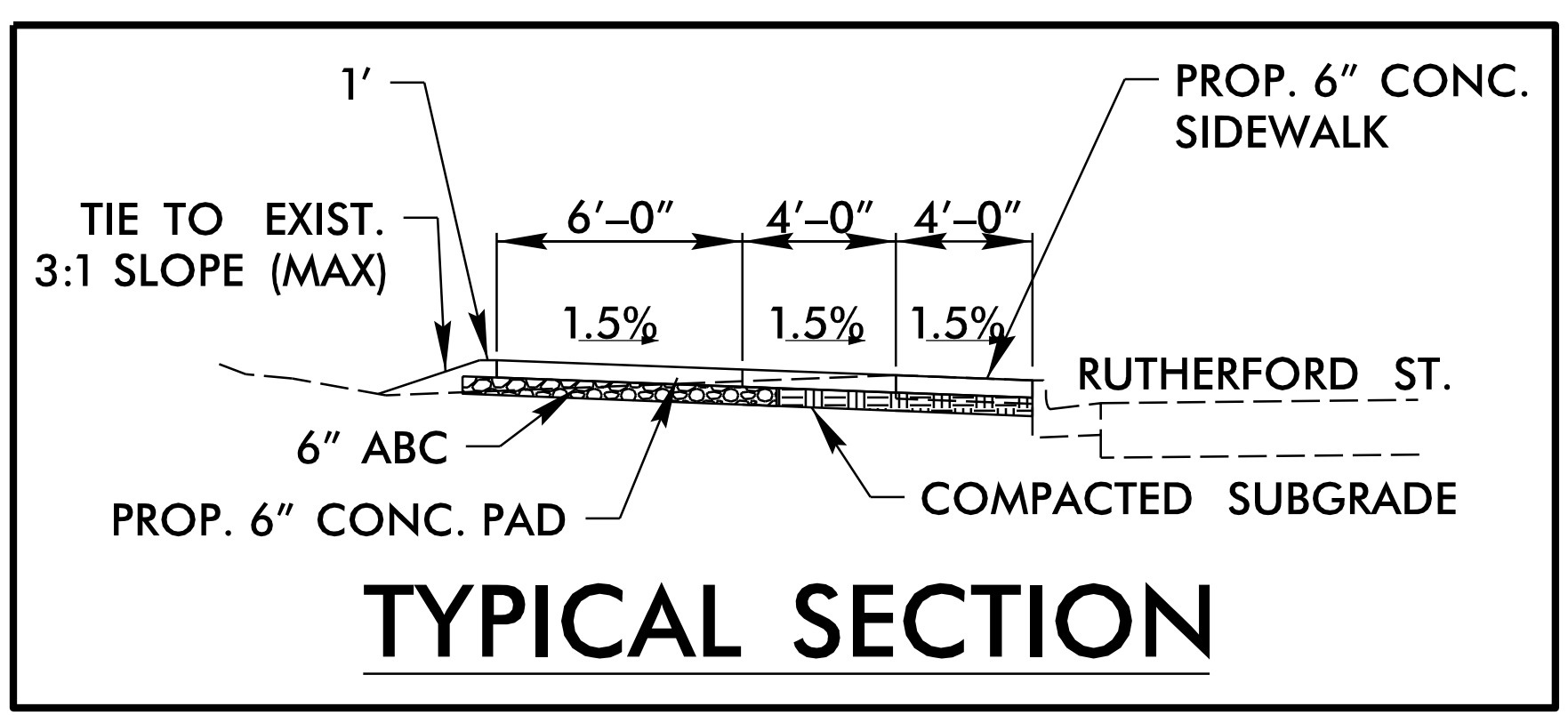
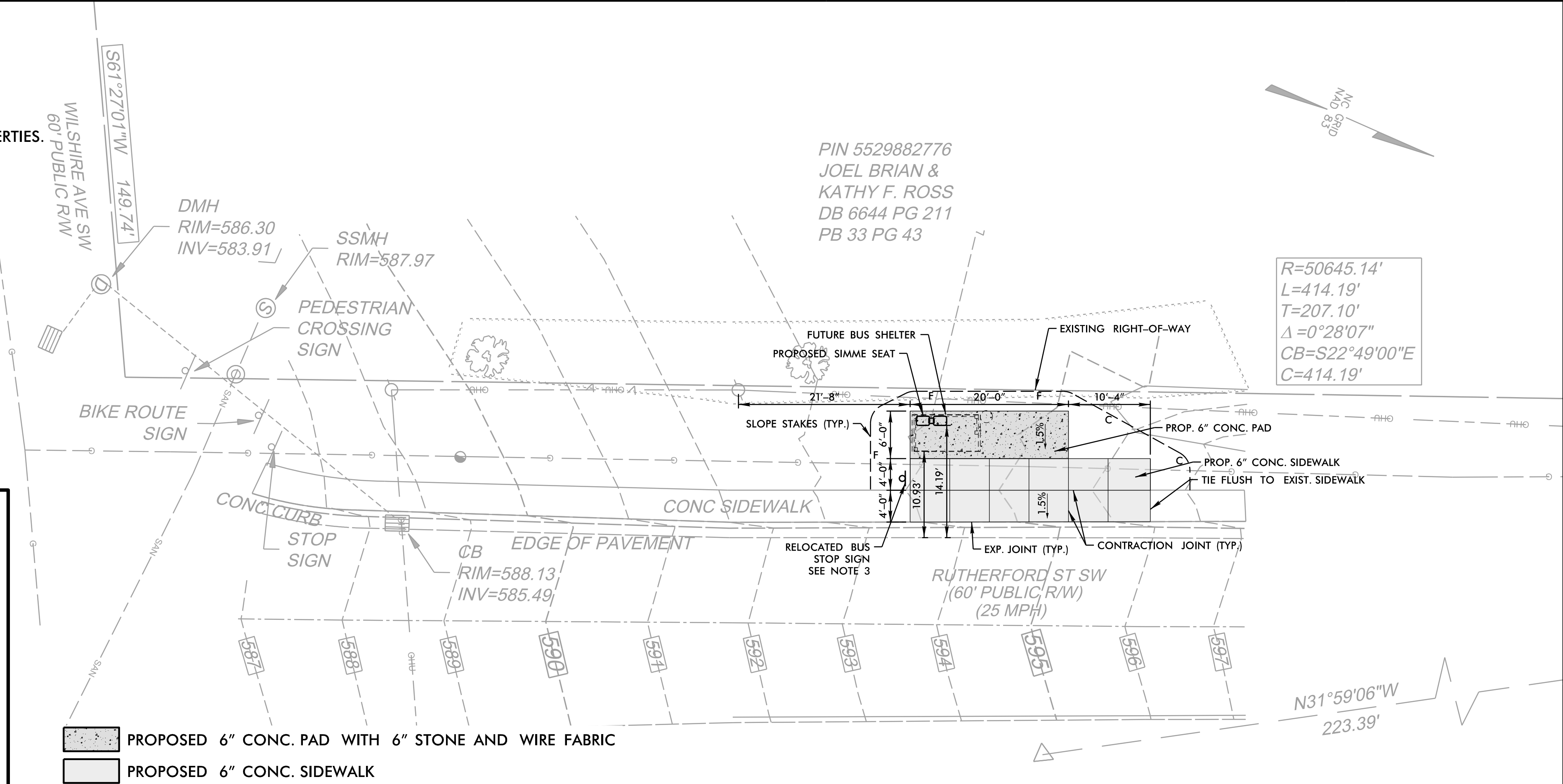


CITY OF CONCORD  
RIDER TRANSIT BUS STOPS  
RUTHERFORD STREET SW (SB)  
AT WILSHIRE AVENUE

BUS STOP ID: ORANGE 24

**PROPOSED PLAN**

- NOTES:
1. SEE GENERAL NOTES, LIST OF STANDARDS, & DETAILS ON SERIES 2 SHEETS.
  2. NO RIGHT-OF-WAY OR EASEMENTS HAVE BEEN ACQUIRED ON ADJACENT PROPERTIES. COMPLETE ALL WORK WITHIN EXISTING RIGHT-OF-WAY.
  3. MOUNT SIGN 84" ABOVE SIDEWALK. 2' MIN. & 8' MAX. CLEAR FROM EDGE OF PAVEMENT TO EDGE OF SIGN.

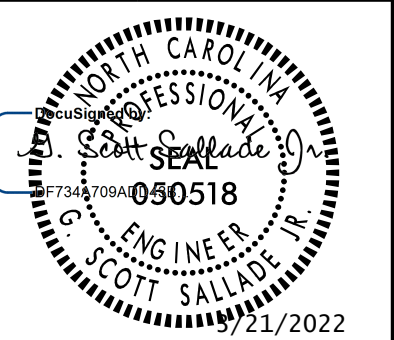
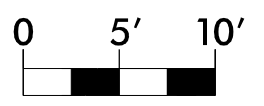


- PROPOSED 6" CONC. PAD WITH 6" STONE AND WIRE FABRIC
- PROPOSED 6" CONC. SIDEWALK

REVISIONS

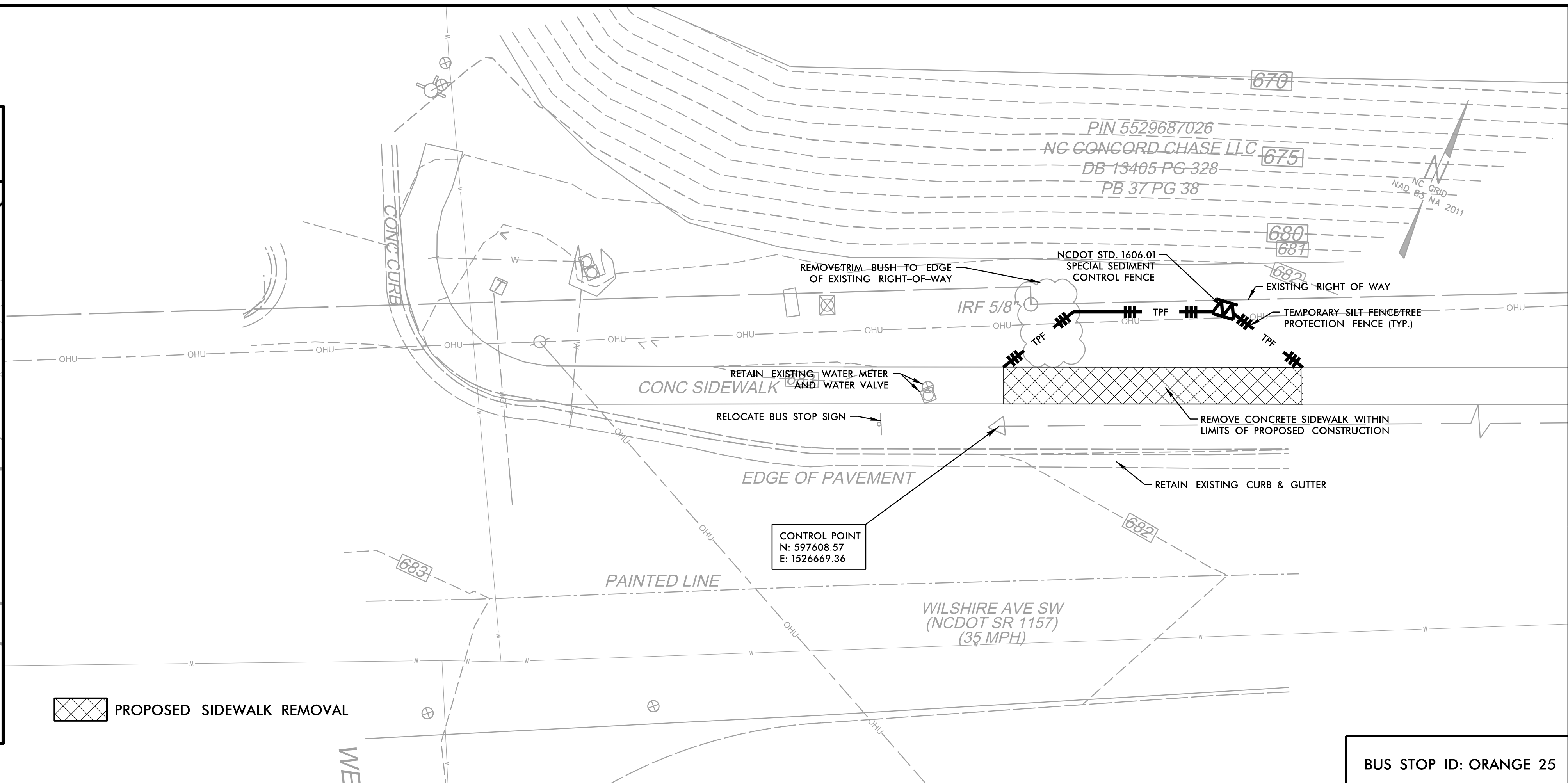
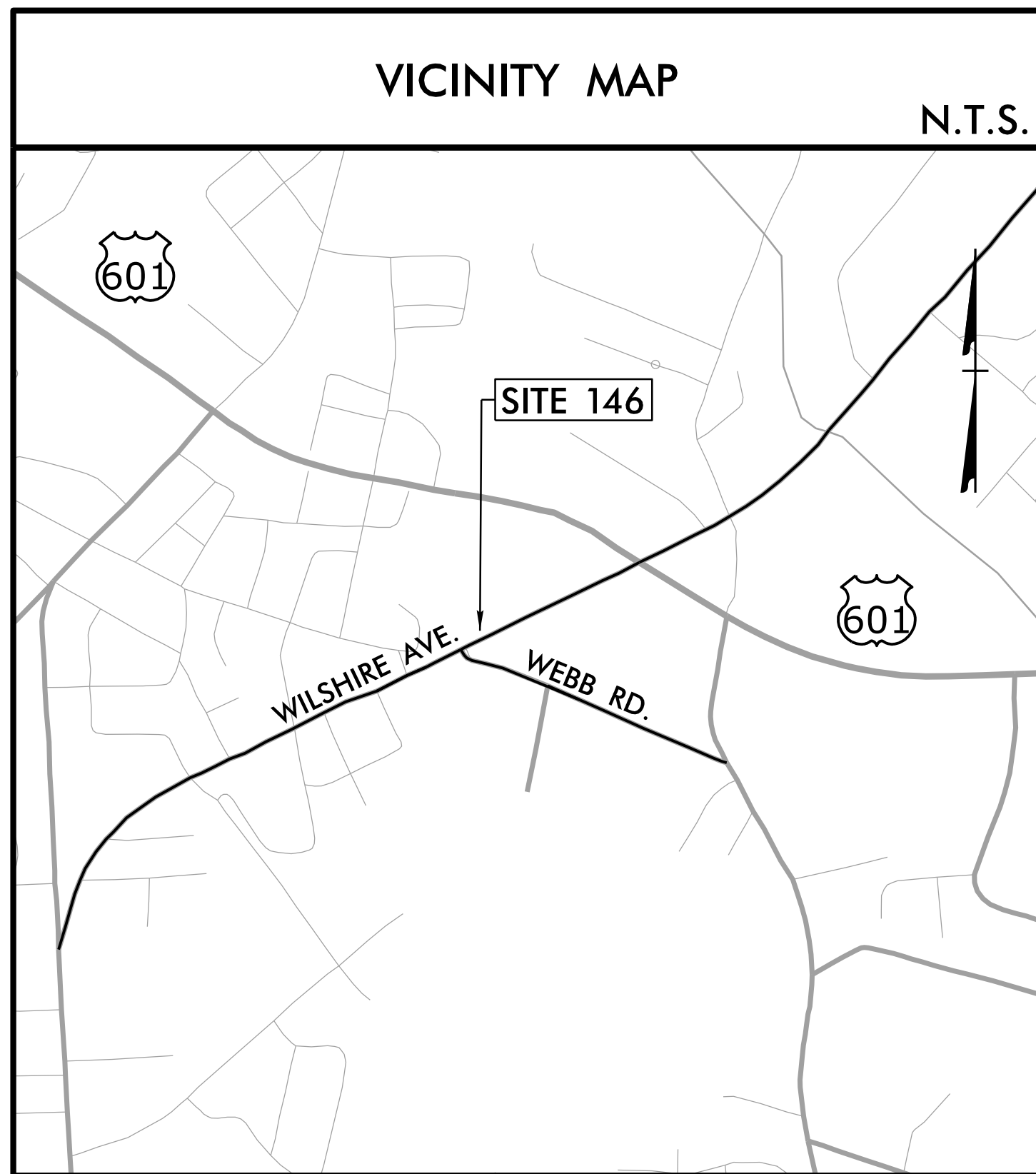
NO.	DESCRIPTION	DATE

DATE: 01/12/2022  
DESIGNED BY: AJA  
CHECKED BY: GSS



3/21/2022  
user: m.j.madsey  
Concord\_Transit\_Site\_145\_PSH.dgn

**EXISTING SURVEY/DEMOLITION PLAN**

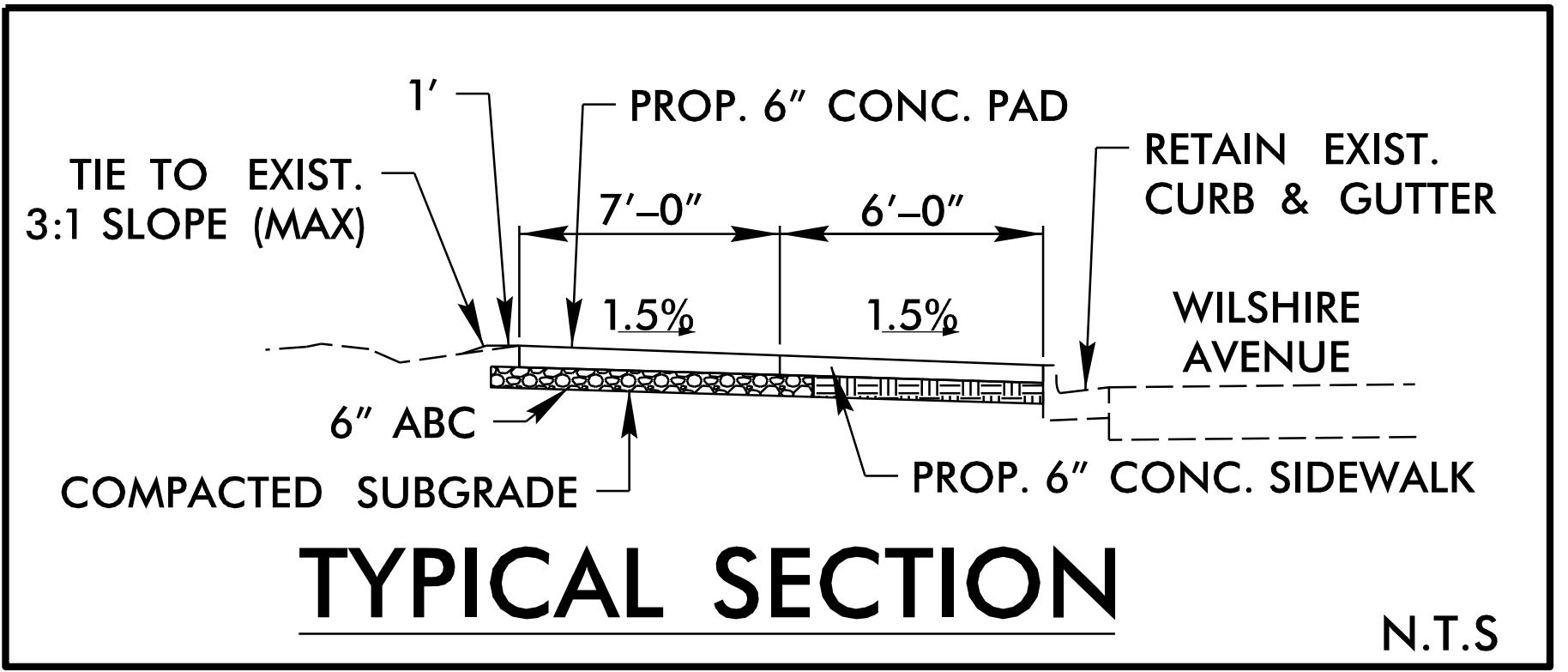
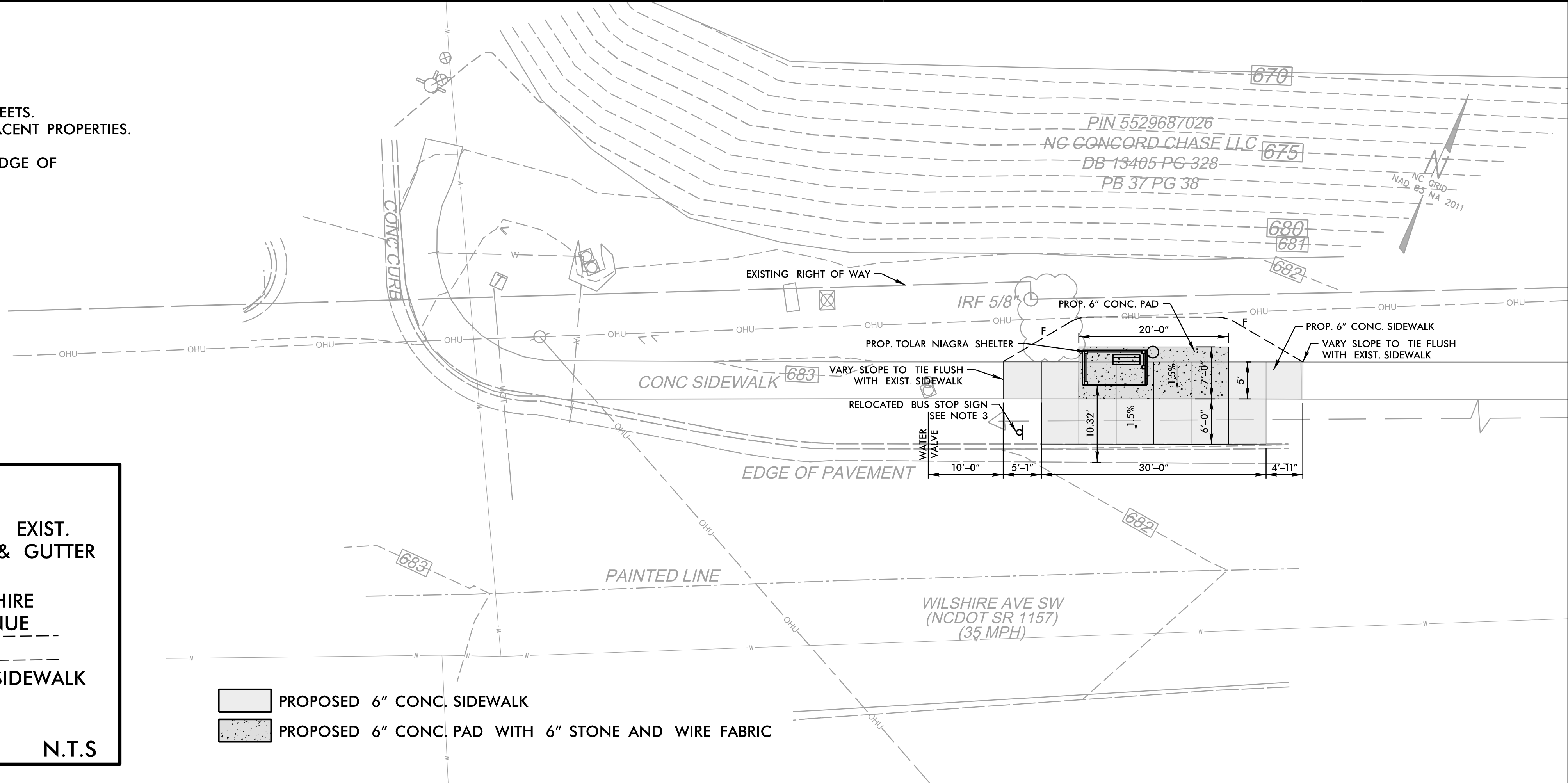


PROPOSED SIDEWALK REMOVAL

BUS STOP ID: ORANGE 25

**PROPOSED PLAN**

- NOTES:
1. SEE GENERAL NOTES, LIST OF STANDARDS, & DETAILS ON SERIES 2 SHEETS.
  2. NO RIGHT-OF-WAY OR EASEMENTS HAVE BEEN ACQUIRED ON ADJACENT PROPERTIES. COMPLETE ALL WORK WITHIN EXISTING RIGHT-OF-WAY.
  3. MOUNT SIGN 84" ABOVE SIDEWALK. 2' MIN. & 8' MAX. CLEAR FROM EDGE OF PAVEMENT TO EDGE OF SIGN.



PROPOSED 6" CONC. SIDEWALK  
 PROPOSED 6" CONC. PAD WITH 6" STONE AND WIRE FABRIC

SITE NO.  
**146**



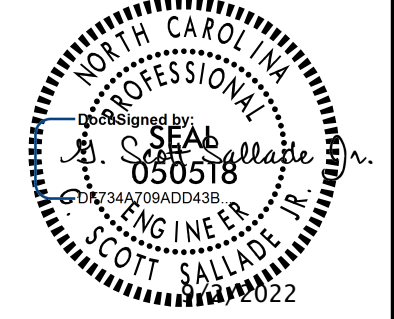
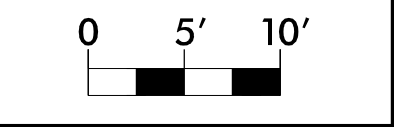
CITY OF CONCORD  
 RIDER TRANSIT BUS STOPS  
 WILSHIRE AVENUE SW (EB)  
 AT WEBB ROAD

REVISIONS

NO.	DESCRIPTION	DATE

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

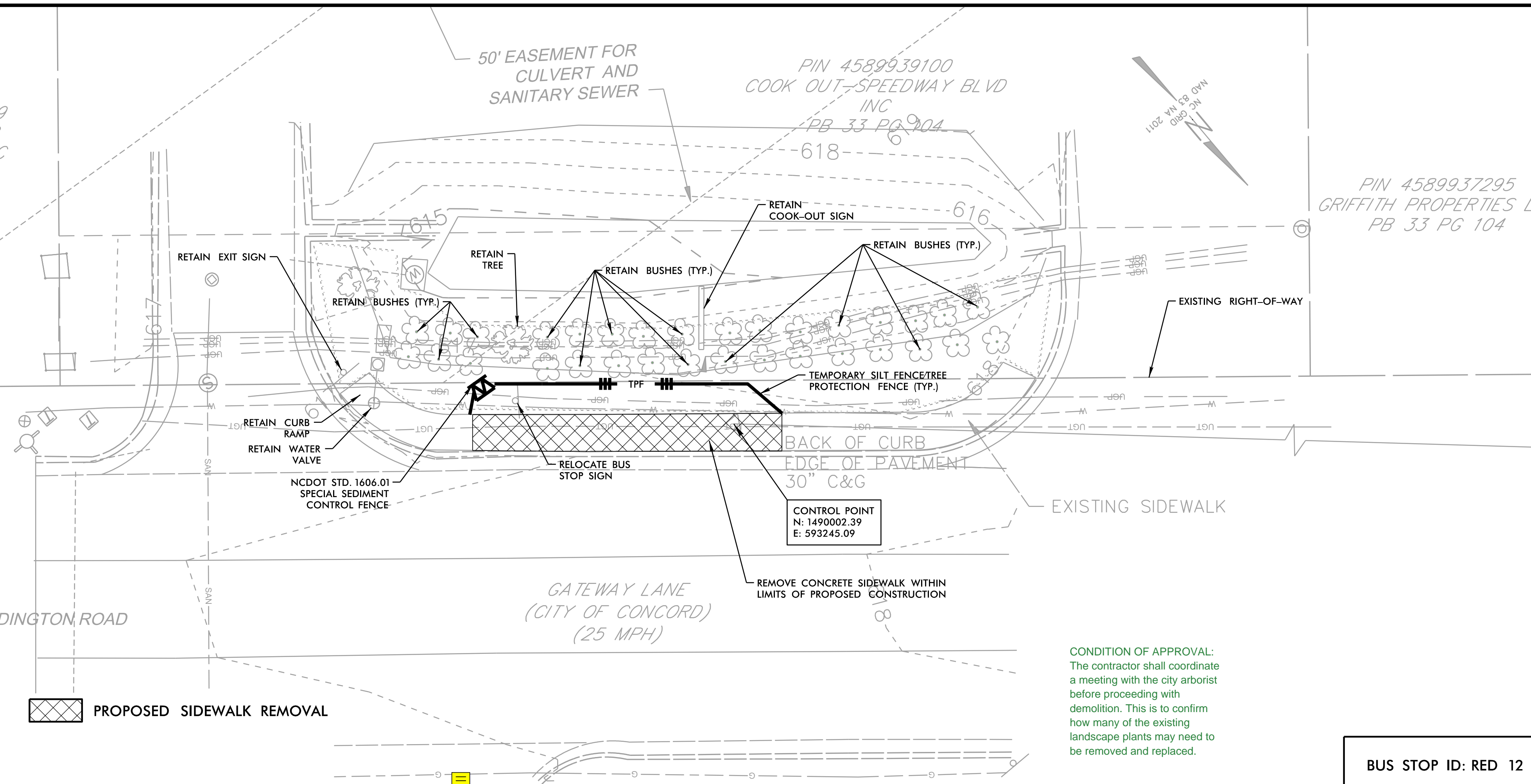
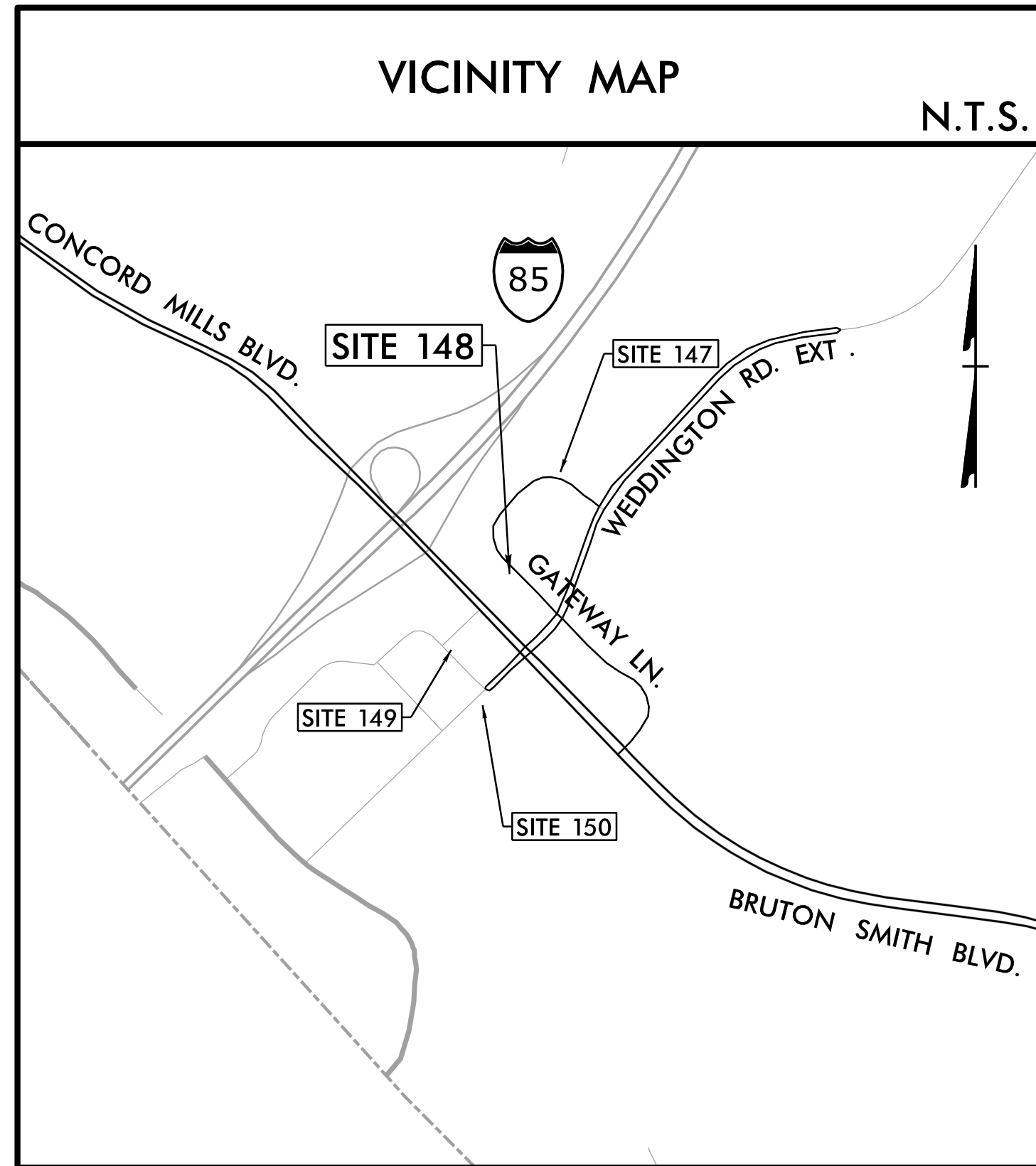
DATE: 09/02/2022  
 DESIGNED BY: AJA  
 CHECKED BY: GSS



Infrastructure Consulting Services, Inc.  
**RKA**  
 RAMEY KEMP ASSOCIATES  
 6808 Faringdon Place  
 Raleigh, North Carolina 27609  
 Phone: 919-875-5116  
 NC License No. F-1489  
 www.rameykemp.com

9/2/2022  
 User: b91qz2z  
 Concord\_Transit\_Site\_146\_PSH.dgn

### EXISTING SURVEY/DEMOLITION PLAN

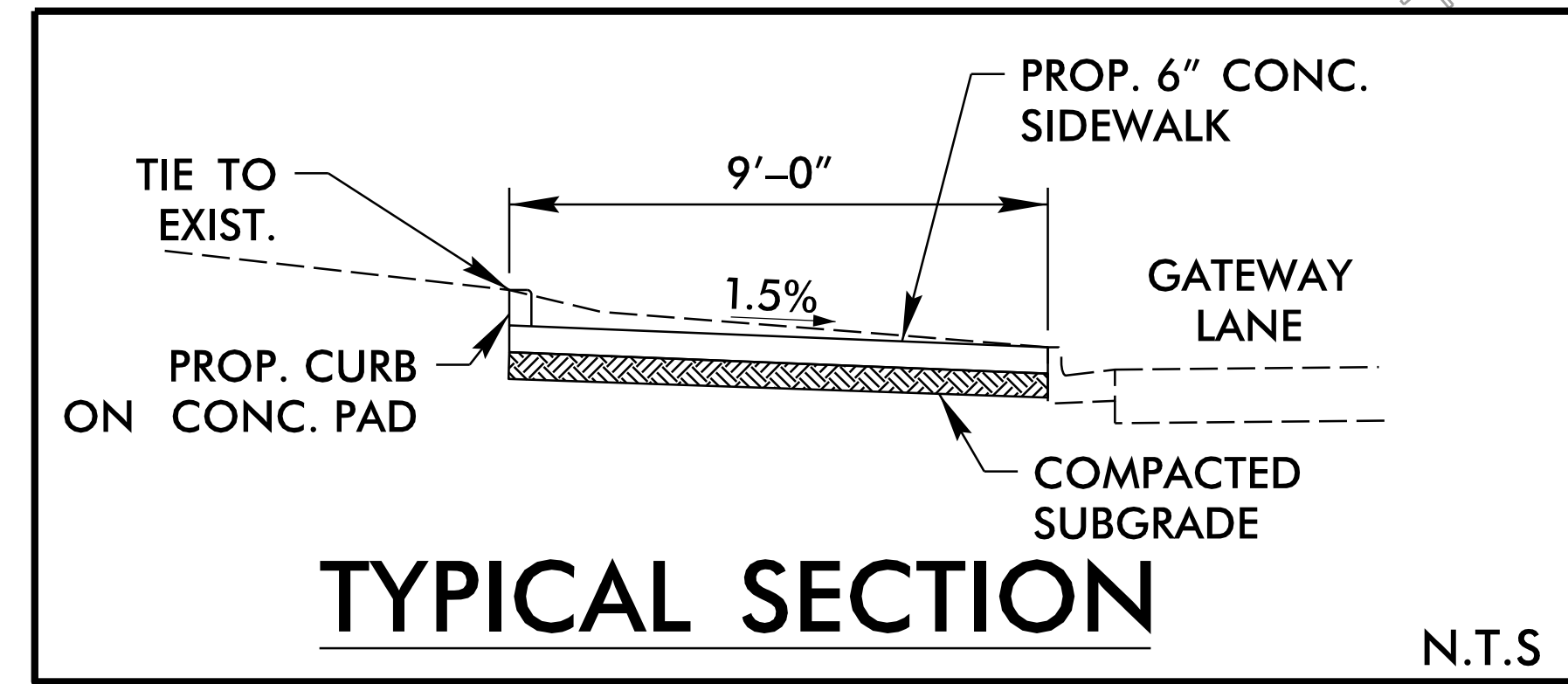
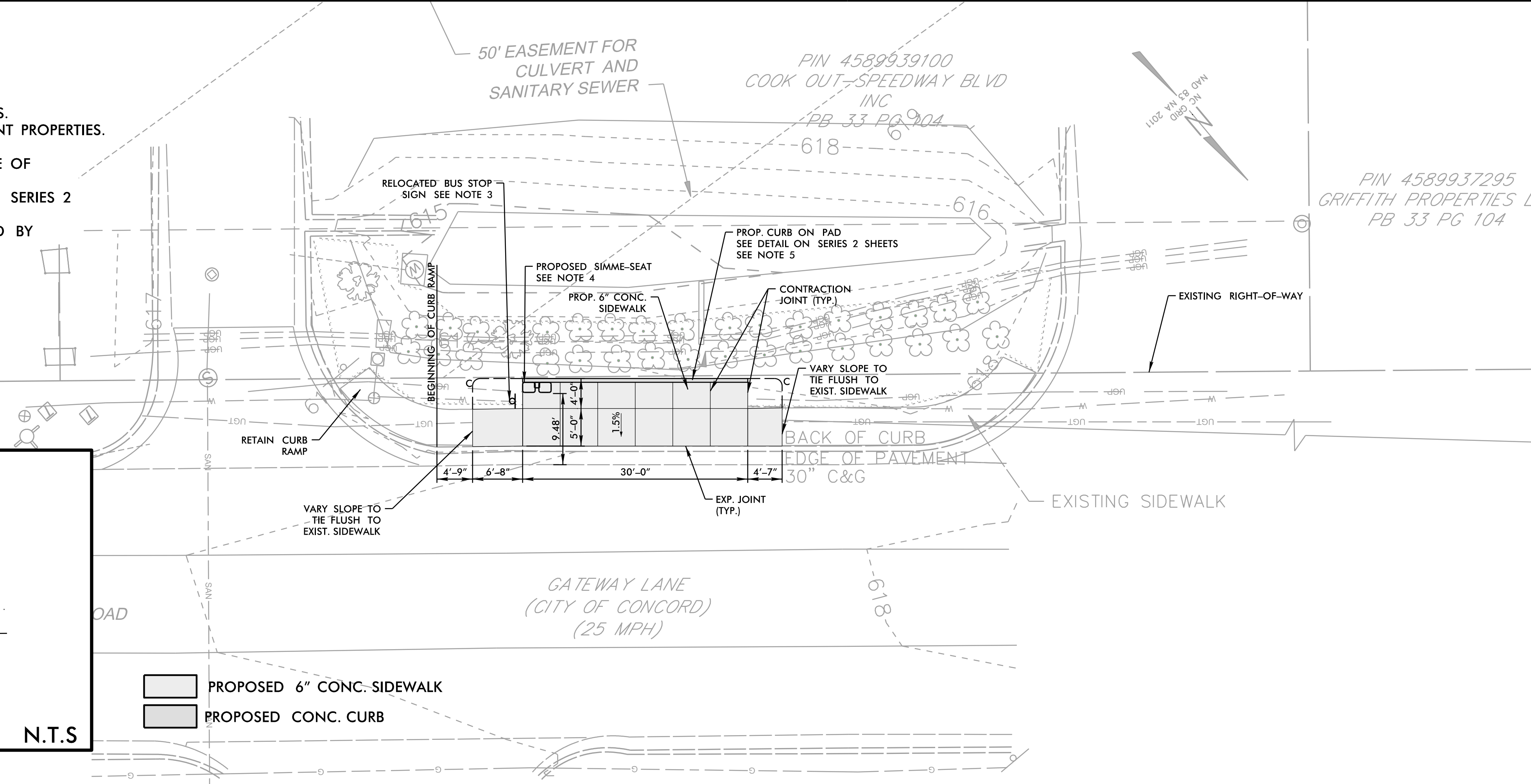


**CONDITION OF APPROVAL:**  
The contractor shall coordinate a meeting with the city arborist before proceeding with demolition. This is to confirm how many of the existing landscape plants may need to be removed and replaced.

**BUS STOP ID: RED 12**

### PROPOSED PLAN

- NOTES:**
1. SEE GENERAL NOTES, LIST OF STANDARDS, & DETAILS ON SERIES 2 SHEETS.
  2. NO RIGHT-OF-WAY OR EASEMENTS HAVE BEEN ACQUIRED ON ADJACENT PROPERTIES. COMPLETE ALL WORK WITHIN EXISTING RIGHT-OF-WAY.
  3. MOUNT SIGN 84" ABOVE SIDEWALK. 2' MIN. & 8' MAX. CLEAR FROM EDGE OF PAVEMENT TO EDGE OF SIGN.
  4. INSTALL SIMME SEAT ON EDGE OF PROPOSED CONCRETE. SEE DETAIL ON SERIES 2 SHEETS FOR INSTALLATION INSTRUCTIONS AND REQUIRED HARDWARE.
  5. CURB HEIGHT TO BE SET AT 6" ABOVE PAD UNLESS OTHERWISE DIRECTED BY ENGINEER.



PROPOSED 6" CONC. SIDEWALK  
 PROPOSED CONC. CURB

N.T.S.

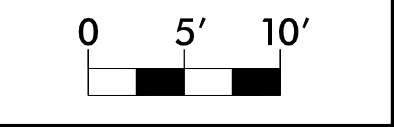
**SITE NO.**  
**148**



**CITY OF CONCORD**  
**RIDER TRANSIT BUS STOPS**  
**GATEWAY LANE**  
**AT COOK OUT**

NO.	DATE	DESCRIPTION

DATE: 11/02/2022  
 DESIGNED BY: AJA  
 CHECKED BY: GSS



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 Infrastructure Consulting Services, Inc.  
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11/2/2022  
 User: ag.ezza  
 Concord\_Transit\_Site\_148\_PSH.dgn

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

## EXHIBIT "J"

### Rider Transit Bus Stop Improvements

#### PROJECT SPECIAL PROVISIONS

##### **1. MOBILIZATION**

*Mobilization* of Contractor's equipment and personnel to perform the work required under this contract shall be included as a pay item and is limited to ten percent (10%) of the subtotal of all other bid costs.

##### **2. DEMOLITION**

*Demolition* will be completed in accordance with Section 200 of the latest version of the *NCDOT Standard Specifications for Roads and Structures*. Removal of existing benches, curb and gutter, sidewalk, asphalt pavement, pipes, trimming of trees, trees and bushes within the construction limits, amenities are included in this work. Removal of additional concrete curbs, sidewalks, or other structures to the nearest joint when within two feet of joint will be considered incidental to *Demolition* and no additional payment shall be made unless otherwise noted and approved by the Engineer.

The hauling, transport, and delivery of amenities or other items to be returned to the Owner's facilities is considered incidental to *Demolition*.

Perform clearing on this project to the limits established by "Method of Clearing - Method II" shown on Standard No. 200.02 of the *NCDOT 2018 Roadway Standard Drawings*.

*Demolition* payment will be made by lump sum and is to include all labor, materials, transportation, and incidentals required to suitably remove and properly haul all salvaged materials or to properly dispose of as noted on the plans.

##### **3. EARTHWORK**

The work covered by this section consists of the excavation, placement, and compaction or satisfactory disposal of all materials encountered within the limits of the work necessary for the construction of the project in conformity with the lines, grades, and typical sections shown on the plans or established by the Engineer.

The Contractor shall fill areas that settle unevenly during the course of construction at no additional cost to the Owner.

## **EXHIBIT “J”**

### **Rider Transit Bus Stop Improvements**

#### **PROJECT SPECIAL PROVISIONS**

##### UNCLASSIFIED EXCAVATION

All material excavated in order to achieve the site lines, grades, and cross sections shown on the plans shall be classified as Unclassified Excavation.

Whenever encountered during work, remove any trash and non-natural debris. Remove all roots and pieces of wood or debris larger than three (3) inches in diameter.

All suitable material removed in the excavation shall be used as far as practicable in the formation of embankments, subgrades, and shoulders, and at such other places as may be indicated on the plans or directed by the Engineer. Unsuitable material and excess excavated material not required for construction of embankments shall be properly disposed of offsite at no additional cost to the Owner.

The intersection of slopes with natural ground surfaces, including the beginning and ending of cut slopes, shall be uniformly rounded as shown on the plans or as may be directed by the Engineer. Concurrent with the excavation of cuts, the Contractor shall construct intercepting berm ditches or earth berms along and on top of the cut slopes at locations shown on the plans or designated by the Engineer. All slopes shall be finished to reasonably uniform surfaces acceptable for seeding and mulching operations. All protruding roots and other objectionable vegetation shall be removed from slopes.

When the Contractor's excavation operations encounter graves, the operations shall be temporarily discontinued in the vicinity of the graves and not resumed until so directed by the Engineer.

When the Contractor's excavation operations encounter artifacts of historical or archeological significance, the operations shall be temporarily discontinued in the vicinity of the artifacts and not resumed until so directed by the Engineer. Disposition of the artifacts shall be in accordance with the requirements of the State Division of Archives and History.

A tolerance of plus or minus 0.10 foot from the established grade will be permitted in the roadbed after it has been graded to a uniform surface.

The Contractor shall be responsible during construction and until final acceptance for the maintenance of all work covered by this section.

During construction and until final acceptance, the Contractor shall shape the excavated surface to provide for the drainage of surface runoff along and throughout the length of the cut, shall construct temporary ditches, and use any other methods necessary to

## **EXHIBIT "J"**

### **Rider Transit Bus Stop Improvements**

#### **PROJECT SPECIAL PROVISIONS**

maintain the work covered by this section so that the work will not contribute to excessive soil erosion.

As much as practicable, the Contractor shall perform the work covered by this subsection and the construction of embankments in such a manner that cut and fill slopes will be completed to final slopes and grade in a continuous operation. The operation of removing excavation material from any cut and the placement of embankment in any fill shall be a continuous operation to completion unless otherwise permitted by the Engineer.

If grading operations are suspended for any reason whatsoever, partially completed cut and fill slopes shall be brought to the required slope and the work of seeding and mulching or other required erosion control operations shall be performed.

#### **EMBANKMENT**

The work covered by this subsection consists of placing in embankments, backfills, and earth berms, suitable material excavated as previously described by these specifications in conformity with the lines, grades, and typical cross sections shown on the plans or established by the Engineer. It shall include the preparation of the areas upon which the embankment is to be constructed; the formation, compaction, stability, and maintenance of the embankment.

Before embankment construction is begun, all vegetation, debris, deleterious and unsuitable material shall be removed from the area within the limits of the embankment.

Embankment material and backfill material shall consist of clean, readily compactible earthen material with a maximum particle size of two (2) inches. Embankment material shall be free from debris, organic matter, frozen or deleterious material, and shall be approved for use by the Owner.

The embankment material shall be deposited and spread in successive, uniform, approximately horizontal layers of not more than eight (8) inches in depth, loose measurement, for the full width of the cross section, and shall be kept approximately level by the use of effective spreading equipment. Each layer of the embankment shall be thoroughly compacted as hereinafter specified. Hauling shall be distributed over the full width of the embankment, and in no case will deep ruts be allowed to form during the construction of the embankment. The embankment shall be properly drained at all times.



## **EXHIBIT “J”**

### **Rider Transit Bus Stop Improvements**

#### **PROJECT SPECIAL PROVISIONS**

All embankment material shall be compacted as specified herein unless otherwise provided in the contract or directed by the Engineer. Compaction equipment used by the Contractor shall be adequate to produce the required compaction and produce a uniformly constructed embankment with all layers uniformly bound to all preceding layers.

The embankment material shall be compacted to at least 95% of the maximum dry density obtained by compacting a sample of the material in accordance with ASTM D-698, except for the upper one foot of subbase below pavement base, which shall be compacted to at least 100% of the maximum dry density obtained by compacting a sample in accordance with ASTM D-698. Embankment materials shall be compacted at a moisture content satisfactory to the Engineer, which shall be approximately that required to produce the maximum dry density. The Contractor shall dry or add moisture to the embankment material when required to provide a uniformly compacted and stable embankment.

Backfill materials placed around and over pipe culverts, box culverts, and arch culverts, and embankment materials placed around other structures, shall be clean select material. The material shall be placed and compacted in a manner, which will avoid unbalanced loading and will not produce undue stress on the structure. Such embankments shall be placed in loose layers not to exceed six (6) inches in depth and each layer shall be thoroughly compacted as hereinafter specified. All pipe culverts, box culverts, and arch culverts, after being backfilled as specified in this subsection, shall be protected by a three (3) foot cover of fill at any time that heavy hauling equipment is permitted to cross during construction of the roadway. Any damage or displacement to culverts or other structures due to the Contractor's operation shall be corrected or repaired by the Contractor prior to final acceptance at no cost to the Owner.

The Contractor shall be responsible during construction and until final acceptance for the maintenance of all embankments made under the contract.

During construction and until final acceptance, the Contractor shall construct temporary or permanent earth berms along the outer edges of the top surface of the embankment, construct temporary ditches, shape the embankment surface to provide for the drainage of surface runoff along and throughout the length of the embankments, and use any other methods necessary to maintain the work covered by this section so that the work will not contribute to excessive soil erosion.

The contractor shall replace, at no cost to the Owner, any portion of embankments, which have become displaced or damaged due to carelessness or neglect on the part of the Contractor. Where the work has been properly constructed, completely drained,

## **EXHIBIT “J”**

### **Rider Transit Bus Stop Improvements**

#### **PROJECT SPECIAL PROVISIONS**

and properly maintained, and damage occurs due to natural causes, the Contractor will be paid at the contract unit price for the excavated material required to make necessary repairs to such damage. Measurements of quantities must be performed and approved prior to commencement of work.

All embankments shall be brought to the grade shown on the plans, or established by the Engineer, prior to final inspection and acceptance by the Engineer.

#### **UNDERCUT EXCAVATION**

The work covered by this subsection consists of the excavation, placement, and compaction and/or satisfactory disposal of materials removed from a location below the finished graded cross section.

When the Engineer determines that the natural soil materials are undesirable in their location or condition, the Engineer may require the Contractor to remove this undesirable material and backfill with approved material properly compacted.

Where undercutting is required adjacent to or beneath the location of a proposed drainage structure, undercut and backfill shall be done over a sufficient distance adjacent to the installation to prevent future operations from disturbing the completed drainage structure.

All materials removed in the work of undercut excavation will be classified by the Engineer as either suitable for use without excessive manipulation and utilized by the Contractor elsewhere in the work, or unsuitable for further use and disposed of by the Contractor as directed by the Engineer.

The Contractor shall conduct undercut operations in such a way that the Engineer can take the necessary measurements before any backfill is placed.

Backfill in undercut areas shall be placed as a continuous operation along with the undercutting operation. Backfill material shall not be placed in water unless otherwise permitted by the Engineer.

#### **BORROW EXCAVATION**

The work covered by this subsection consists of the excavation of approved material from borrow sources and the hauling and placing of this material as required on the plans or as directed by the Engineer. It shall also include the satisfactory disposal of any material from the borrow source which is not suitable for use. All work covered by

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this subsection shall be in accordance with Section 230 of the latest version of the *NCDOT Standard Specifications for Roads and Structures*.

#### **PAYMENT**

*Earthwork* payment will be made by Lump Sum and to include all labor, materials, transportation, and incidentals required to perform the work described within this section including, but not limited to, excavation, removal and disposal of undesirable material, backfilling with suitable material, constructing embankments necessary to achieve the grades indicated on the plans, and maintaining the work.

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##### **4. EROSION CONTROL**

Temporary and permanent erosion control measures shall be furnished, constructed, maintained, and removed in accordance with the current NCDOT standard specifications with the exception of Method of Measurement and Payment. Erosion control measures shall be provided for all land disturbing activities in accordance with the Contract Documents and/or an erosion control plan approved by the North Carolina Department of Environmental Quality (NCDEQ). Temporary measures shall be installed by the Contractor, then inspected by the Inspector for compliance prior to any land disturbing activity. The inspection and approval process shall be required on each phase of construction. All permanent erosion control measures shall be incorporated into the work at the earliest practical time. All temporary measures shall be maintained until the permanent measures have taken effect. Temporary and permanent measures shall be coordinated to provide effective and continuous erosion control throughout the construction and post-construction period to minimize siltation of streams, lakes, reservoirs, and other impoundments, ground surfaces, and other property. These measures shall remain in effect until final approval for removal is given by the Inspector and/or the NCDEQ at which time the Contractor shall remove all temporary erosion control measures at no additional cost to the Owner.

The Contractor shall be familiar with the applicable provisions of the Sedimentation Pollution Control Act of 1973, General Statutes, Chapter 113A, Article 4. The Contractor shall be responsible for incorporating conservation procedures necessary to comply with this act in minimizing erosion and sediment pollution associated with the construction of this project as directed by the Engineer.

The Contractor shall be financially responsible for any and all fines that result from the Contractor's failure to install and/or maintain erosion control measures in accordance with the Contract Documents.

The Contractor shall check all erosion and sediment control measures for stability and operation following each rainfall event, and no less than once per week. The Contractor shall make any needed repairs immediately to maintain all control measures as designed.

The Contractor shall clean out all sediment trapping devices when the device reaches 50% trap capacity and shall dispose of the sediment by spreading on the site in a protected area or by hauling away if not suitable for fill at no additional cost to the Owner.

##### **TEMPORARY MEASURES**

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Temporary Silt Fence shall be installed around inlets, at the toe of all fill slopes, and any other necessary locations as shown on the plans and as directed by the Engineer. Silt fence shall be erected in accordance with the latest version of the *NCDOT Standard Specifications for Roads and Structures*.

Inlet Protection shall be installed around inlets and any other necessary locations as shown on the plans and as directed by the Engineer. Inlet protection shall be erected in accordance with the latest version of the *NCDOT Standard Specifications for Roads and Structures*.

Diversion Ditches shall be installed at the top of cut and fill slopes and any other necessary locations as shown on the plans and as directed by the Engineer. Diversion ditches shall be installed in accordance with the latest version of the *NCDOT Standard Specifications for Roads and Structures*.

Tree Protection Fence shall be installed around the drip line of trees in the construction work area as shown on the plans and as directed by the Engineer. The tree protection fence shall be installed in such a manner that it prevents all construction activities from encroaching into the area inside the drip line of the tree. The material and installation specifications for the tree protection fence shall be approved for use by the Engineer prior to installation.

Construction Entrances shall be installed at all points of access to the construction site. Any access point, which does not have a construction entrance, shall be barricaded to prevent its use. Construction entrances shall be installed in accordance with the latest version of the *NCDOT Standard Specifications for Roads and Structures*. Construction entrances shall be included in the unit bid price for “Mobilization.”

Sediment and Filter Basins shall be installed at all points where accumulated runoff is released to natural drainage channels as shown on the plans and as directed by the Engineer. Sediment pits and filter basins shall be sized to hold 1800 cubic feet of sediment for every acre of denuded area tributary to the structure. Sediment and filter basins shall be installed in accordance with the latest version of the *NCDOT Standard Specifications for Roads and Structures*.

Catch Basin Risers/Filters shall be installed at proposed catch basin locations or at other necessary locations as shown on the plans and as directed by the Engineer. Catch basin risers/filters shall be erected in accordance with the latest version of the *NCDOT Standard Specifications for Roads and Structures*.

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Check Dams shall be installed in ditches any and at other necessary locations as shown on the plans and as directed by the Engineer. Check dams shall be erected in accordance with the latest version of the *NCDOT Standard Specifications for Roads and Structures*.

Matting for erosion control shall be jute matting or excelsior matting. Matting for erosion control shall not be dyed, bleached, or otherwise treated in a manner that will result in toxicity to vegetation.

Jute Matting: Jute matting shall be of a uniform open plain weave of single jute yarn, forty-eight (48) inches in width, plus or minus one (1) inch. The yarn shall be of a loosely twisted construction and shall not vary in thickness by more than one-half its normal diameter. There shall be 78 warp ends, plus or minus 2, per linear yard; and the weight shall average 1.22 pounds per linear yard of the matting with a tolerance of plus or minus 5 percent.

Excelsior Matting: Excelsior matting shall consist of a machine-produced mat of curled wood excelsior at least 47 inches in width. The mat shall weigh 0.975 pounds per square yard with a tolerance of plus or minus 10 percent. At least 80% of the individual excelsior fibers shall be 6 inches or more in length. The excelsior fibers shall be evenly distributed over the entire area of the blanket. One side of the excelsior matting shall be covered with a woven fabric of twisted paper cord or cotton cord, or with an extruded plastic mesh. The mesh size for either the fabric or plastic mesh shall be a minimum of 1" x 1" and a maximum of 1-1/2" x 3".

Wire Staples: Staples shall be machine-made of No. 11 gage new steel wire formed into a "U" shape. The size when formed shall be not less than 6 inches in length with a throat of not less than 1 inch in width.

*Erosion Control* payment will be made by Lump Sum and will include all work covered by this section including, but not limited to, the labor, equipment, and materials for furnishing, installing, and removing all temporary erosion control measures indicated on the plans, and maintenance of the work throughout the life of the project as required by the Inspector.

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##### **5. TEMPORARY TRAFFIC CONTROL**

The work covered by this section consists of the furnishing, erecting, maintaining, relocating, and removing traffic control devices in accordance with the Contract as well as the following sections from the latest version of the *NCDOT Standard Specifications for Roads and Structures*, with the exception of the method of payment, or as directed by the Engineer:

Section 1101	Work Zone Traffic Control General Requirements
Section 1105	Work Zone Traffic Control Devices
Section 1110	Work Zone Signs
Section 1115	Flashing Arrow Boards
Section 1130	Drums
Section 1135	Cones
Section 1145	Barricades
Section 1150	Flaggers

*Temporary Traffic Control* payment will be made by Lump Sum and is to include all work covered by these sections including furnishing, erecting, relocating, maintain, and removing any and/or all temporary traffic control devices.

##### **6. THERMOPLASTIC & PAINT PAVEMENT MARKINGS**

All work associated with the furnishing, installing, and removing of pavement markings shall be performed in accordance with the Contract as well as the following sections of the *NCDOT Standard Specifications for Roads and Structures* with the exception of the method of payment, or as directed by the Engineer:

Section 1205	Pavement Marking General Requirements
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In the case pavement markings called for on plans are not covered by *NCDOT Standard Specifications for Roads and Structures*, the Contractor shall refer to the MUTCD and any interim approvals as applicable.

*Pavement Markings* payment will be made by Lump Sum or as otherwise indicated in the itemized proposal and is to include all work covered by these sections including furnishing, installing, and removing pavement markings.

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##### **7. GRASS SOD/MULCH**

Sod is to be placed in all disturbed areas within the construction limits as shown on the plans.

The Contractor shall substitute mulch for sod in areas as indicated on the plans to match existing site conditions. Mulch shall be placed at a minimum of 4" thick to match the existing conditions or as called for in the plans.

Lay sod as soon as possible after it has been harvested to prevent injury. Sod should be installed within 24 hours of delivery. While installing, take action as necessary to prevent heat buildup within the unlaied sod. Plan to unstack and unroll the sod if it cannot be laid within 48 hours. Soil should be moist (but not overly wet) before laying sod. Irrigating the soil several days before delivery is often adequate.

Start sodding from a straight edge (driveway or sidewalk) and butt strips together, staggering them in a brick-like pattern. Avoid stretching sod. Use a knife or sharp spade for trimming to fit irregularly shaped areas. Lay sod lengthwise across the face of slopes and peg or stake the pieces to prevent slippage. After the sod has been placed, roll the lawn to ensure good sod-to-soil contact.

Water sod immediately after installation. Soak sod thoroughly enough to penetrate soil below the newly installed sod to a minimum depth of two (2) inches. Contractor is responsible for insuring adequacy of water supply. The Contractor shall provide any necessary temporary means to properly water sod, including temporary pumps and sprinklers. Proper irrigation shall be required by the Contractor until the project has been inspected and is accepted by the Owner.

In some cases, sod can be laid in space planting "semi-checkerboard" fashion in order to lower costs. This method is described here assuming that the sod is cut into the standard 18 in. x 24 in. size. The first piece of sod is laid with the narrow side flush to a straight edge. This will start a row that is 24 in. wide. The next piece of sod is laid likewise but it is spaced 9 in. away and parallel to the first piece along the longer side. This is continued to make the first row. The next row is laid flush with the previous and in the same fashion except it laid offset by 9 inches, i.e. laid beginning at the centerline of the first piece of sod in the previous row. Subsequent rows are laid in this alternating pattern.

Upon completion of work, the Contractor shall remove from the site all equipment and other articles used. All excess soil, stone, and debris shall be removed and legally disposed of at no additional cost to the Owner. All work areas shall be left in a clean



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and neat condition. All damage to existing construction caused by landscaping operations shall be repaired to the satisfaction of the Owner at the Contractor’s expense.

The Contractor will be responsible for watering grass for a two (2) week period after installation. The Contractor shall notify Engineer once grass is installed to start the two-week period. The Contractor is to replace any dead grass at the direction of the Engineer and water for an additional two weeks at no additional cost to the Owner.

<b>LAWN SEEDING (Cool- and Warm-Season Grasses)</b>				
	<b>Typical Planting Rate/1,000 sq. ft.</b>			
<b>Lawn Grass</b>	<b>Planting Dates<sup>1</sup></b>	<b>Seeds<sup>2</sup></b>	<b>Space Planting<sup>3</sup></b>	<b>Sprigging<sup>4</sup></b>
Tall fescue	March 1 to Oct. 15 (Aug. 15 to Oct. 1 optimum)	6	-	-
Tall fescue/annual (winter) rye	Oct. 15 to March 1	6 fescue 1 rye		
Bermudagrass(seed)	Apr. 1 to Aug. 15	1 to 2	-	-
Bermudagrass (vegetative)	Apr. 15 to Aug. 30	-	5 <sup>4</sup>	5
Centipedegrass	March to July	0.25 to 0.50	5 <sup>4</sup>	-
Zoysiagrass	April to July	-	5 <sup>4</sup>	5
St. Augustinegrass	Apr. to July	-	5 <sup>4</sup>	-

#### Notes:

- <sup>1</sup> Sod consisting of cool-season grasses can be installed anytime the ground is not frozen. Sod consisting of warm- season grasses can be installed as long as soil temperature exceeds 55° F. (typically April 15 to Oct. 1)
- <sup>2</sup> Pounds of seed per 1,000 sq. ft.
- <sup>3</sup> Square yards of turf cut into 2-inch centers to plant 1,000 sq. ft.
- <sup>4</sup> Bushels of sprigs per 1,000 sq. ft. (1 sq. yd. of turf pulled apart is equivalent to 1 bushel of sprigs.)

*Grass Sod/Mulch* payment will be made at the unit price per square foot or as indicated in the itemized proposal of disturbed areas shown on the plans and as indicated on the itemized proposal including, but not limited to, all equipment, labor, materials, watering and incidentals to install and maintain the sod and mulch as directed.

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Watering will be considered incidental to *Grass Sod/Mulch*. The Contractor is to replace any dead grass at the direction of the Engineer and water for an additional two weeks at no additional cost to the Owner. No direct payment will be made for areas outside of the construction limits shown on the plans that have been disturbed or damaged.

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##### **8. ASPHALT PAVEMENT**

All asphalt pavement will be installed in accordance to Sections 609 & 610 of the latest version of the *NCDOT Standard Specifications for Roads and Structures* with the specified mix types and thicknesses as shown on the plans and typical sections. The pavement mixes shall meet all applicable material and installation specifications outlined in the latest version of the *NCDOT Standard Specifications for Roads and Structures*. Contractor to provide NCDOT approved mix designs prior to paving.

*Full Depth Asphalt Pavement*, -“ will include all the mix types at the specified thicknesses for each layer to the total depth specified.

*Full Depth Asphalt Pavement*, -“ payment will be made at the unit price per square foot of the specified thicknesses and mix types installed and accepted or as otherwise indicated in the itemized proposal and will include the labor, materials, asphalt binder, and all other miscellaneous items needed to install the asphalt. See Section 610 of the latest version of the *NCDOT Standard Specifications for Roads and Structures* for full description of all items included.

*Var. Depth, (Mix Type)* will be made at the unit price per square foot of the variable depth of the specified mix type installed and accepted or as otherwise indicated in the itemized proposal and will include the labor, materials, asphalt binder, and all other miscellaneous items needed to install the asphalt. See Section 610 of the latest version of the *NCDOT Standard Specifications for Roads and Structures* for full description of all items included.

##### **9. ASPHALT PAVEMENT REPAIR**

Where it is necessary to open cut along or across streets with asphalt surfaces and where existing asphalt is disturbed by the removal of existing pavement or by the addition of proposed pavement, the pavement shall be replaced in accordance with with six (6) inches of Superpave – Asphalt Concrete Intermediate Course: Type I19.0C, and three (3) inches of Superpave – Asphalt Concrete Surface Course: Type S9.5C, or as directed by the Engineer. Use of different sections are to be at locations as identified on the plans or as directed by the engineer. The thickness of the replacement material shall be sufficient to provide a base and surface of equivalent strength to the undisturbed base and surface. The replaced pavement shall meet all applicable material and installation specifications outlined in the latest version of the *NCDOT Standard Specifications for Roads and Structures*.

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*Asphalt Pavement Repair Patch* payment will be made at the unit price per ton or as otherwise indicated on the itemized proposal of asphalt material required to repair disturbed asphalt. The unit price will include all pavement repairs, both temporary and permanent, furnishing, hauling, placing, and shaping the asphalt pavement to produce a uniform, smooth driving surface. No additional payments will be issued to repair pavement damaged by the Contractor outside of the limits of existing asphalt adjacent to removal and replacement of existing pavement or adjacent to the addition of new pavement.

#### **10.-" CONCRETE SIDEWALK**

-" *Concrete Sidewalk* will be constructed in accordance to Section 848 of the latest version of the *NCDOT Standard Specifications for Roads and Structures* at the specified thickness and as shown on the plans with compacted subgrade.

-" *Concrete Sidewalk* payment will be made at the unit price per square foot at the specified thickness or as otherwise indicated in the itemized proposal and will include the labor, materials, compaction of subgrade, and all other miscellaneous items needed to construct the sidewalk.

#### **11.6" CONCRETE PAD**

-" *Shelter Pad* will be constructed in accordance to Section 848 of the latest version of the *NCDOT Standard Specifications for Roads and Structures* at the specified thickness and as shown on the plans with compacted subgrade.

Where called for, 6" of compacted aggregate base course is to be provided underneath the proposed pad with a minimum of 12" width of aggregate base course around the perimeter of the pad.

Where required, woven wire fabric sheets shall be placed within the shelter pad per the details provided in the plans and installed on chairs.

Where required, steel rebar shall be placed within the shelter pad per the details provided in the plans.

-" *Shelter Pad* payment will be made at the unit price per square foot of concrete pad installed and approved at the specified thickness or as otherwise indicated in the itemized proposal and will include the labor, materials, aggregate base course, woven wire fabric, rebar, compaction of subgrade, and all other miscellaneous items needed to construct the shelter pad.

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##### **12. REMOVE & REPLACE -” CONCRETE SIDEWALK**

*Remove & Replace \_” Concrete Sidewalk* is to be performed and constructed in accordance with the provisions for *Demolition* and -“ *Concrete Sidewalk* of these specifications at locations determined by the Owner or Engineer. Sidewalk removal and replacement is to include the demolition, saw cutting and subgrade preparation for the concrete sidewalk thickness specified. The Contractor shall have direct instruction from the Owner or Engineer prior to removing additional concrete not identified on the plans. Removal of existing sidewalk outside of the plan limits without consent from the Owner or Engineer will receive no additional payment and will be replaced at no additional cost to the Owner.

*Remove & Replace \_” Concrete Sidewalk* will be made at the unit price per square foot of the thickness of concrete sidewalk specified installed and approved by the Engineer or as otherwise indicated in the itemized proposal and will include the labor, materials, compaction of subgrade, concrete, demolition of sidewalk, and all other miscellaneous items needed to construct the sidewalk.

##### **13.-” MONOLITHIC CONCRETE ISLAND**

-” *Monolithic Concrete Island* will be constructed in accordance to Section 852 of the latest version of the *NCDOT Standard Specifications for Roads and Structures* at the specified thickness and as shown on the plans including base course installation or surface mounting methods shown in the latest version of the *NCDOT Roadway Standard Drawings*.

-” *Monolithic Concrete Island* payment will be made at the unit price per square foot at the specified thickness or as otherwise indicated in the itemized proposal and will include the labor, materials, compaction of subgrade, base course, 40d spikes, and all other miscellaneous items needed to construct the sidewalk.

##### **14.-’ -“ CURB & GUTTER**

-’ -” *Curb & Gutter* will be constructed in accordance to Section 846 of the latest version of the *NCDOT Standard Specifications for Roads and Structures*. Asphalt base course / ABC, as indicated on the plans, under the curb shall be installed per the current NCDOT standards and specifications at the thicknesses shown on the plans or as directed by the Engineer. Asphalt under the curb will extend behind the back of the proposed curb a minimum of 6” and ABC a minimum of 12”.

-’ -” *Curb & Gutter* payment will be made at the unit price per linear foot at the specified size or as otherwise indicated in the itemized proposal and will include the labor,

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materials, asphalt or stone base, and all other miscellaneous items needed to construct the curb & gutter. Payment for this item will not be made until complete, including backfilling, until inspected and accepted by the Owner.

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##### **15.-“ x -“ CONCRETE CURB**

-“ x -“ *Concrete Curb* will be constructed in accordance to Section 846 of the latest version of the *NCDOT Standard Specifications for Roads and Structures*. Asphalt base course / ABC, as indicated on the plans, under the curb shall be installed per the current NCDOT standards and specifications at the thicknesses shown on the plans or as directed by the Engineer. Asphalt under the curb will extend behind the back of the proposed curb a minimum of 6” and ABC a minimum of 12”.

-“ x -“ *Concrete Curb* payment will be made at the unit price per linear foot at the specified size or as otherwise indicated in the itemized proposal and will include the labor, materials, asphalt or stone base, and all other miscellaneous items needed to construct the curb & gutter. Payment for this item will not be made until complete, including backfilling, until inspected and accepted by the Owner.

##### **16.CONCRETE CURB ON PAD**

*Concrete Curb on Pad* will be constructed in accordance with Section 848 of the NCDOT Standard Specifications for Roads and Structures and as shown on the plans on top of the proposed concrete pad or sidewalk sections. Heights of such curb may vary up to 12” measured from the top of the adjoining concrete pad or sidewalk section. Reinforcement steel “U”-bars shall be furnished and in accordance with Section 1070 of the NCDOT Standard Specifications for Roads and Structures and spaced as shown on the details or as directed by the Engineer.

*Concrete Curb on Pad* payment will be made at the unit price per linear foot measured along the top, back of curb approved by the Engineer or as otherwise indicated in the itemized proposal and will include the labor, materials, reinforcement steel, and all other miscellaneous items needed to construct and install the curb to proposed concrete. No variance in payment will be made based on variable height of curbs shown on the plans up to 12” tall.

##### **17.RETROFIT CURB RAMP**

*Retrofit Curb Ramps* will be constructed per section 848 of the latest version of the NCDOT Standard Specifications.

*Retrofit Curb Ramp* payment will be made in accordance with Section 848-4 (see “Retrofit Existing Curb Ramps”) of the latest version of the *NCDOT Standard Specifications for Roads and Structures*.

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##### **18. CONCRETE CURB RAMPS**

*Concrete Curb Ramp* will be constructed in accordance to Section 848 of the latest version of the *NCDOT Standard Specifications for Roads and Structures*.

*Concrete Curb Ramp* payment will be made at the unit price per each curb ramp satisfactorily installed or as otherwise indicated in the itemized proposal and will include the labor, materials, excavation and backfilling, sawing the existing sidewalk or driveway, furnishing and placing concrete, curb and gutter, constructing and sealing joints and furnishing and installing truncated domes, and all other miscellaneous items needed to construct the curb ramp. Pay limits for ramps will be as specified on the details provided in the plans.



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##### **19. INSTALL SHELTERS AND AMENITIES**

The Owner has purchased all amenities (shelters, benches, trash cans, etc.) to be used for this project unless otherwise noted in the plans or contract documents. The Contractor will pick-up, transport, and install amenities at each site as called out on the plans. The amenities will be located on the Owner’s property at the Alfred M. Brown Operations Center, 635 Alfred Brown Jr. Court SW, Concord, NC 28205. The Contractor will sign for amenities prior to leaving the Owner’s storage facility indicating the condition of the amenities. The contractor will also be responsible for hauling away and disposing of any crates or pallet/packing materials off-site in a legal manner. Amenities will be assembled and installed per manufacturer’s recommendations using anchoring system. The Contractor shall provide anchor units to install amenities on concrete per manufacturer’s requirements. The Contractor will coordinate all efforts with the Owner. The Contractor is to keep the storage facility clean at all times, including removing and disposing properly offsite of trash and sawdust, metal filings and other detritus created.

Following installation of the amenities at each site location, the Contractor is to wash the amenities (pressure wash, remove dirt, clean glass, etc.) to provide a clean and presentable installation as deemed acceptable by the Owner. Such cleaning methods should not damage or compromise the condition of the amenities. The Contractor will be responsible for any damage to amenities once they leave the Owner’s storage facility and until cleaned and accepted by the Owner.

*Install Bus Shelter and Amenities* payment will be made at the unit price per each bus shelter to be installed or as otherwise indicated on the itemized proposal and shall include all transportation, assembly, installation, cleaning, and incidentals required to install the shelter, bench, and other amenities (trash cans, charging stations, etc.) at the site as shown on the plans and accepted by the Owner.

*Install Simme-seat and Amenities* payment will be made at the unit price per each Simme-seat to be installed or as otherwise indicated on the itemized proposal and shall include all transportation, assembly, installation, cleaning, and incidentals required to install the Simme-seat, bus stop security lighting system with Simme-seat (“pole light”) and other amenities (trash cans, charging stations, etc.) at the site as shown on the plans and accepted by the Owner.

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#### 20. AMENITY ITEMS & MODELS TO BE INSTALLED

The following table is a report of the amenities to be installed per the specifications of this contract. The model of amenities to be installed at any site is subject to change upon Owner and Engineer discretion prior to installation work by the Contractor at each location.

Site #	Shelter Model	Bench Model	Receptacle Model
102	-	Simme-Seat	-
108	Tolar #17858-00	Tolar #15072-121	Tolar #1578-01
109	-	Simme-Seat	-
114	Tolar #17858-00	Tolar #15072-121	Tolar #1578-01
115	-	Simme-Seat	-
117	-	Simme-Seat	-
122	-	Simme-Seat	-
123	-	Simme-Seat	-
124	-	Simme-Seat	-
126	-	Simme-Seat	-
127	Tolar #17858-00	Tolar #15072-121	Tolar #1578-01
131	Tolar #17858-00	Tolar #15072-121	Tolar #1578-01
132	Tolar #17858-00	Tolar #15072-121	Tolar #1578-01
136	-	Simme-Seat	-
141	-	Simme-Seat	-
144	-	Simme-Seat	-
145	-	Simme-Seat	-
146	Tolar #17858-00	Tolar #15072-121	Tolar #1578-01
148	-	Simme-Seat	-

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##### **21. RELOCATE BUS STOP SECURITY LIGHTING SYSTEM**

Contractor to relocate existing security lighting system (“pole light”) as shown in the plans, in accordance with the detail in the plans or as directed by the Engineer. Pole light shall be salvaged from the old post and installed on the new post, as applicable. Bus stop security lighting system payment will be made per each lighting system satisfactorily installed or as otherwise indicated on the itemized proposal. No payment for pole light installations with Simme-seat installations will be made under this item.

##### **22. RELOCATE SIGN**

Contractor to relocate existing sign on new 3lb galvanized steel U-channel posts as directed by the Engineer. Existing signs shall be stockpiled in a manner to prevent damage to sign sheeting. Contractor shall inventory these signs by street name, location, and sign message and provide inventory to Engineer prior to removal. Install all signs 7’-0” from the base of the sign to ground elevation where sign is shown on the plan sheets. Any other relocated signs are to be installed at the same height as the original condition.

Relocated bus stop signs are required to be installed on a new 3lb galvanized steel U-channel post, 7’-0” from the base of the sign to ground elevation, 2’-0” minimum from face of curb to signpost, and ahead of stop 2’-0” from concrete section in utility strip. If an existing bus stop sign is not present or the existing sign is not salvageable, a new sign shall be obtained from the Owner.

Any backfilling, compaction, concrete, brick work, or joint sealer required to remove the existing post hole is to be considered incidental to the relocation of the sign.

*Relocate Sign* payment will be made at the unit price per each to include all equipment, labor, materials, and incidentals to install the signpost and sign as indicated here in and shown on the plan sheets. The Contractor will be responsible for all costs to replace existing signs if damaged during removal or installation.

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##### **23. PERMANENT SIGNAGE**

Furnish signs with messages as shown on the plans or as directed by the Engineer and that meet the requirements of Section 901 of the latest version of the *NCDOT Standard Specifications for Roads and Structures* and the *Manual on Uniform Traffic Control Devices (MUTCD)*. Conform to the message layout, size, and color as required by the plans or as directed by the Engineer. Use prismatic retroreflective sheeting that meets the minimum retro-reflectivity values found in the latest edition of the *MUTCD*.

Permanent signage shall be installed in accordance with the latest version of the *NCDOT Standard Specifications for Roads and Structures*, *NCDOT Roadway Standard Drawings*, and the *MUTCD*. Signs provided for pedestrian and school crossings and zones shall use the strong yellow-green coloring rather than the traditional yellow of warning signs. Prismatic sheeting shall be a micro-prismatic lens reflective sheeting, classified using ASTM D4956-04. Sheeting types to be used are ASTM Type III, IV, and VI-X.

Permanent Signage shall be considered full compensation for all equipment, materials, labor, fabrication, footings, supports, hardware, and incidentals for work associated with the installation of new permanent traffic signage at locations as shown on the plans.

Contractor shall submit a sample sign type or detailed submittal for approval by the Engineer prior to ordering the sign.

Use 3lb galvanized steel U-channel sign posts or steel square tube posts, as directed by the Engineer, of sufficient length to permit the appropriate sign mounting height. All sign posts used shall meet the requirements of Section 1094 of the latest version of the *NCDOT Standard Specification for Roads and Structures*.

*Permanent Signage* payments will be made at the unit price per square foot or as otherwise indicated in the itemized proposal and will include, but is not limited to, signage fabrication and installation, including 3 lb. galvanized steel U-channel posts, bolts, fabrication, machine work and any incidentals required to install the traffic signage.

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### Rider Transit Bus Stop Improvements

#### PROJECT SPECIAL PROVISIONS

##### **24. ADJUST UTILITY BOX/VAULT**

*Adjust Utility Box/Vault* will be constructed to adjust the existing utility box/vault vertically using the appropriate materials so that it is flush with the proposed surface. The Contractor's attention is directed to Article 858-3 of the latest version of the *NCDOT Standard Specifications for Roads and Structures* for applicable construction methods.

*Adjust Utility Box/Vault* payment will be made per utility box/vault satisfactorily adjusted. Such price includes, but is not limited to, removal of a portion of the existing structure, materials, labor, equipment, coordination, and tools necessary to complete the work. Existing frames and covers are to be salvaged and reused in the adjustment. Any coordination with the owner of the utility is to be done by the contractor in accordance with this contract and is to be considered incidental to the contract.

##### **25. ADJUST MANHOLE**

*Adjust Manhole* will be completed in accordance to Section 858 of the latest version of the *NCDOT Standard Specifications for Roads and Structures*.

*Adjust Manhole* payment will be made at the unit price per each manhole satisfactorily adjusted or as otherwise indicated in the itemized proposal and will include the labor, materials, and all other miscellaneous items needed to complete the adjustment.

##### **26. -“ RCP, CLASS -**

“ RCP Class \_ will be completed in accordance to Section 310 of the latest version of the *NCDOT Standard Specifications for Roads and Structures* at the size and class of pipe specified.

“ RCP Class \_ payment will be made at the unit price per the actual number of linear feet of pipe that has been incorporated into the completed and accepted work or as otherwise indicated in the itemized proposal and will include the labor, materials, foundation conditioning materials, any required geotextile fabric, subgrade materials, any required undercut excavation, and all other miscellaneous items needed to satisfactorily install the pipe.

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### Rider Transit Bus Stop Improvements

#### PROJECT SPECIAL PROVISIONS

##### **27. FRAME WITH GRATE STD.**

*Frame with Grate Std.* \_ will be completed in accordance to Section 840 of the latest version of the *NCDOT Standard Specifications for Roads and Structures*.

*Frame with Grate Std.* \_ payment will be made at the unit price per each assembly incorporated into the completed and accepted work or as otherwise indicated in the itemized proposal and will include the labor, materials, grates, any hoods, covers, or grates required per the standard detail, and all other miscellaneous items needed to install the assembly.

##### **28. MASONRY DRAINAGE STRUCTURES**

*Masonry Drainage Structures* will be completed in accordance to Section 840 of the latest version of the *NCDOT Standard Specifications for Roads and Structures*.

*Masonry Drainage Structures* payment will be made at the unit price per each of the drainage structures constructed and approved or as otherwise indicated in the itemized proposal and will include the labor, materials, subgrade material, required steps and all other miscellaneous items needed to install the structure. No additional payment will be made for structures exceeding 5' in height unless otherwise noted by the engineer.

##### **29. PEDESTRIAN SAFETY RAIL AND HANDRAIL**

The Contractor is to furnish and install pedestrian safety rails and handrails at the size, height, locations, and of the materials specified in the plans. The pipe shall be 1.5" diameter galvanized schedule 40 steel or 1.5" aluminum pipe with 0.145" wall thickness or as otherwise approved by the Engineer. Footings for the rail are to be constructed continuously with adjacent concrete unless otherwise noted on the plans or as approved by the Engineer.

Where proposed rail is to attach to existing rails shown on the plans, the Contractor should furnish and install pedestrian safety and handrails that match the existing rails.

The Contractor is to provide a construction drawing submittal of the rails to be furnished to the Engineer for review and approval prior to installation.

Repair of galvanizing of the proposed handrail and safety rails shall be completed in accordance with Section 1076 of the latest version of the *NCDOT Standard Specifications for Roads and Structures*.

## EXHIBIT "J"

### Rider Transit Bus Stop Improvements

#### PROJECT SPECIAL PROVISIONS

*Pedestrian Safety Rail* payment will be paid as the actual number of linear feet of safety rail installed and approved or as otherwise indicated in the itemized proposal and will include the labor, materials, fabrication, furnishing, installing, painting, concrete footings and all other miscellaneous items needed to satisfactorily install the safety rail. Measurement for *Pedestrian Safety Rail* will be made along the top of rail to the nearest whole foot.

*Pedestrian Handrail* payment will be paid as the actual number of linear feet of safety rail installed and approved or as otherwise indicated in the itemized proposal and will include the labor, materials, fabrication, furnishing, installing, painting, concrete footings and all other miscellaneous items needed to satisfactorily install the safety rail. Measurement for *Pedestrian Handrail* will be made along the top of rail to the nearest whole foot.

#### **30. STEEL PIPE BOLLARDS**

The Contractor is to provide and install steel pipe bollards as called for and detailed on the plans and including all incidental work required to successfully install the bollards. The pipe bollards shall be 4" diameter steel post, schedule 40, with steel plate top, hot dipped galvanized and painted with two coats of industrial enamel paint "safety yellow." The bollards will be installed in concrete footings as detailed on the plan. Any damage to the paint surface will be sanded and repainted in the field at no additional cost.

*Steel Pipe Bollards* payment will be made at the unit price per each steel pipe bollard installed and approved or as otherwise indicated on the itemized proposal and will include the labor, materials, installing, paint, concrete footing, and other incidentals needed to satisfactorily install the concrete wheel stops.

#### **31. CONCRETE FLUME**

The Contractor is to construct concrete flumes, including concrete curb and gutter and apron, as specified on the plans or as directed by the Engineer in accordance with the details in the plans. Use materials meeting the requirements of Section 825 of the Standard Specifications except that the concrete must be Class "B" or of higher compressive strength.

*Concrete Flume* payment will be made at the unit price for each concrete flume installed and approved or as otherwise indicated on the itemized proposal and will include the labor, materials, equipment, tools, removing and disposing of the temporary slope drains, and any other incidentals necessary to complete the work satisfactorily.

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### **Rider Transit Bus Stop Improvements**

#### **PROJECT SPECIAL PROVISIONS**

##### **32. SURVEY CONSTRUCTION STAKES**

Survey CADD files will be provided to the Contractor at their request for use in staking the construction layout, right-of-way or easements on proposed improvements. The Contractor will be responsible for any staking and this work will be considered incidental to the contract.

##### **33. MATERIALS SAMPLING & TESTING**

The Contractor is responsible for the quality control of his/her work including but not limited to compaction of subgrade, compaction of aggregate base course, strength of concrete, etc. The Owner may use an independent testing laboratory to test areas found to be noncompliant. The Contractor will be responsible for all repair and replacement costs including retesting costs for areas found to be noncompliant.

##### **34. CLEARING AND GRUBBING**

The Contractor shall furnish all labor, equipment, materials, tools, etc. and shall perform all clearing and grubbing of trees, down timber, logs, snags, brush undergrowth, heavy growth of grass or weeds, debris, and rubbish, etc. All such material shall be disposed of by burning (when permitted), suitable removal from the site, or other means acceptable to the Engineer.

The width of clearing for the project shall be limited to the right of way and/or temporary and permanent easements as noted on the drawings. The entire width of the permanent easement is to be cleared unless otherwise indicated by clearing limits noted on the drawings. Clearing and grubbing shall be conducted in a manner to prevent damage to vegetation that is intended to remain growing and also to prevent damage to adjacent property.

The Engineer will designate all areas of growth or individual trees inside the clearing limits, which are to be preserved due to their desirability. The trees to be preserved will be shown in the Contract Documents or designated by the Engineer.

All spoil materials that are removed by clearing and grubbing operations shall be adequately disposed of, removed from the site or burned if permitted by the appropriate authorities. The contractor shall be responsible for controlling fires in compliance with all Federal, State or local laws.

All work performed under this section shall cause a minimum of erosion and sediment pollution as outlined in this contract. Installation of temporary or permanent erosion



## EXHIBIT "J"

### Rider Transit Bus Stop Improvements

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control measures shall occur immediately after clearing and grubbing operations have begun or as directed by the Engineer.

No direct payment will be made for this work, as the cost of this work is being paid for at the contract lump sum price for *Demolition*.

#### **35. SHOULDER AND FILL SLOPE MATERIAL (LUMP SUM EARTHWORK)**

Perform the required shoulder and slope construction for this project in accordance with the applicable requirements of Section 226 of the latest version of the *NCDOT Standard Specifications for Roads and Structures* except as follows:

- Construct the top 6 inches of shoulder and fill slopes with soils capable of supporting vegetation.
- Provide soil with a P.I. greater than 6 and less than 25 and with a pH ranging from 5.5 to 6.8. Remove stones and other foreign material 2 inches or larger in diameter. All soil is subject to test and acceptance or rejection by the Engineer.
- Obtain material from approved borrow site. The Contractor is responsible for any erosion control requirements of off-site borrow sites.

No direct payment will be made for this work, as the cost of this work will be considered to be covered under the contract lump sum price for *Earthwork*.

#### **36. BURNING RESTRICTIONS**

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

#### **37. COORDINATION WITH UTILITY COMPANIES**

Utilities as shown on the plans are intended to represent general locations only. It shall be the responsibility of the Contractor, prior to construction, to contact appropriate utility owners and precisely locate utilities that could be affected by the proposed construction. If the utility belongs to the Owner, the Contractor shall dig sample holes to uncover the utility. The digging of sample holes shall be coordinated with the Engineer who will determine the number of such holes and will schedule the Owner to locate utility vertical

## **EXHIBIT “J”**

### **Rider Transit Bus Stop Improvements**

#### **PROJECT SPECIAL PROVISIONS**

and horizontal locations. There is no line item to pay for digging work. Work is considered incidental to other pay items.

The Contractor shall be responsible for repair of any damage to the utility as well as any other damage may be caused due to the disturbance of the Utility. The Contractor will not be permitted to submit any claims for delays caused by utility relocation and proposed utility construction.

The Contractor shall be responsible for coordinating concurrent construction directly with utility owner representatives. Coordination efforts and concurrent construction conflicts will be addressed and discussed during the pre-construction meeting. The Owner, at the time of pre-construction conference, will provide names, addresses and telephone numbers of private utility owner representatives.

All underground utilities may not have been identified. The Contractor shall call North Carolina One Call to identify underground utilities before starting any digging and/or excavation operation.

The Contractor shall be responsible for field verifying heights and locations of power lines and will be required to maintain the distance from the power lines in accordance with local, State and Federal Safety regulations.

**EXHIBIT "J"**  
**Rider Transit Bus Stop Improvements**

**PROJECT SPECIAL PROVISIONS**

**38. NCDOT ERRATA**

Revise the *NCDOT 2018 Standard Specifications* as follows:

**Division 1**

**Page 1-1, Article 101-2 Abbreviations, line 13**, replace " American National Standards Institute, Inc." with "American National Standards Institute".

**Page 1-1, Article 101-2 Abbreviations, line 32**, replace "Equivalent Single Axis Load" with "Equivalent Single Axle Load".

**Page 1-16, Subarticle 102-9(A) General, line 26**, replace "10 U.S.C. 2304(g)" with "10 U.S.C. 3205".

**Page 1-43, Article 104-13 RECYCLED PRODUCTS OR SOLID WASTE MATERIALS, line 4**, replace "104-13(B)(2)" with "104-13(B)".

**Page 1-52, Article 106-1 RECYCLED PRODUCTS OR SOLID WASTE MATERIALS, line 25**, replace "13 NCAC 7CF.0101(a)(99)" with "29 CFR 1910.1200".

**Page 1-79, Article 109-1 MEASUREMENT AND PAYMENT, Test Method prior to line 34**, replace "AASHTO M 32" with "AASHTO M 336".

**Division 2**

**Page 2-5, Article 210-2 CONSTRUCTION METHODS, line 21**, replace " NCGS §§ 130A-444 to -452" with "NCGS §§ 130A-444 to -453".

**Page 2-13, Article 225-2 EROSION CONTROL REQUIREMENTS, line 17**, replace "the Sedimentation and Pollution Control Act" with "Article 107-12".

**Page 2-20, Subarticle 230-4(B)(3) Reclamation Plan, line 12**, replace " Department's borrow and waste site reclamation procedures for contracted projects" with "Department's *Borrow Waste and Staging Site Reclamation Procedures for Contract Projects*".

**Page 2-25, Subarticle 235-3(E) Surcharges and Waiting Periods, line 21 and 27**, delete "Department's Materials and Tests Unit."

**Page 2-27, Article 240-4 MEASUREMENT AND PAYMENT, line 23**, replace "Section 225" with "Article 225-7".

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### Rider Transit Bus Stop Improvements

#### PROJECT SPECIAL PROVISIONS

**Page 2-30, Article 275-4 MEASUREMENT AND PAYMENT, line 33,** replace "Section 815" with "Article 815-4".

#### Division 4

**Page 4-18, Subarticle 411-5(C)(3) Coring, line 11,** replace "in accordance with ASTM D5079" with "with methods acceptable to the Engineer".

**Page 4-50, Article 430-2 MATERIALS, prior to line 15,** replace Section "1080-9" with "1080-7".

**Page 4-53, Article 440-2 MATERIALS, prior to line 6,** replace Section "1080-9" with "1080-7".

**Page 4-58, Article 442-2 MATERIALS, prior to line 15,** replace Section "1080-6" with "1080-12".

**Page 4-59, Subarticle 442-7(A) Blast Cleaning, line 36,** replace Article "1080-6" with "1080-12".

**Page 4-76, Article 454-2 MATERIALS, prior to line 24,** replace Section "815-2" with "1044".

**Page 4-79, Article 455-2 MATERIALS, prior to line 21,** replace Section "815" with "1044".

**Page 4-80, Subarticle 455-3(B) Precast Gravity Wall Designs, line 23 and lines 25-26,** replace "AASHTO LRFD specifications" with "*AASHTO LRFD Bridge Design Specifications*".

**Page 4-84, Article 458-5 MEASUREMENT AND PAYMENT, line 31,** replace article number "454-1" with "458-1".

#### Division 6

**Page 6-7, Article 609-1 DESCRIPTION, line 29,** replace article number "609-10" with "609-9".

**Page 6-10, Subarticle 609-6(C) Control Charts, line 17,** replace Section number "7021" with "7.20.1".

## EXHIBIT "J"

### Rider Transit Bus Stop Improvements

#### PROJECT SPECIAL PROVISIONS

**Page 6-13, Article 609-9 QUALITY ASSURANCE, line 31,** replace Section number "7.60" with "7.6".

**Page 6-26, Subarticle 610-13(A)(1) Acceptance for New Construction, line 31,** replace Table number "610-7" with "610-8".

**Page 6-29, Subarticle 610-13(B) North Carolina Hearne Straightedge, line 32,** replace Table number "610-8" with "610-9".

**Page 6-31, Article 610-14 DENSITY ACCEPTANCE, Specified Density prior to line 30 and line 32,** replace Table number "610-6" with "610-7".

**Page 6-37, Article 650-5 CONSTRUCTION METHODS, line 10,** replace Section number "9.5(E)" with "9.5.1(E)".

**Page 6-44, Subarticle 660-8(B) Asphalt Mat and Seal, line 40,** replace Subarticle number "660-8(A)" with "660-8(C)".

**Page 6-44, Subarticle 660-8(B) Asphalt Mat and Seal, line 42,** replace Subarticle number "660-8(C)" with "660-8(A)".

#### Division 7

**Page 7-11, Subarticle 700-15(E) Compressive Strength, line 5,** replace "AASHTO T 23" with "AASHTO R 100".

**Page 7-24, Article 723-4 Very High Early Strength Concrete for Concrete Pavement Repair, line 4,** replace "AASHTO T126" with "AASHTO R 39".

**Page 7-24, Article 723-5 MEASUREMENT AND PAYMENT, line 34,** replace "Section 225" with "Article 225-7".

**Page 7-24, Article 723-5 MEASUREMENT AND PAYMENT, line 36,** replace "Section 270" with "Article 270-4".

**Page 7-27, Article 725-1 MEASUREMENT AND PAYMENT, line 4,** replace article number "725-1" with "724-4".

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### **Rider Transit Bus Stop Improvements**

#### **PROJECT SPECIAL PROVISIONS**

**Page 7-28, Article 725-1 MEASUREMENT AND PAYMENT, line 10,** replace article number “725-1” with “725-3”.

#### **Division 8**

**Page 8-11, Article 815-1 MATERIALS, after line 35,** replace “1080-12” with “1080-10”.

**Page 8-13, Article 816-1 MATERIALS, after line 28,** replace “1080-12” with “1080-10”.

**Page 8-17, Article 825-1 Description, line 5,** delete “853” and “855”.

#### **Division 10**

**Page 10-2, Subarticle 1000-3(B) Air Entrainment, line 33,** replace “Chase” with “Chace”.

**Page 10-4, Subarticle 1000-4(A) Composition and Design, after line 17,** replace “T23” with “R100”.

**Page 10-4, Subarticle 1000-4(B) Air Entrainment, line 31 and 33,** replace “Chase” with “Chace”.

**Page 10-4, Subarticle 1000-4(C) Strength of Concrete, line 39 and 41,** replace “T 23” with “R 100”.

**Page 10-15, Subarticle 1000-11(B) Mixing Time for Central Mixed Concrete, after line 35,** replace “T 23” with “R 100”.

**Page 10-22, Article 1003-3 COMPOSITION AND DESIGN, line 9,** replace “Engineer” with “engineer”.

**Page 10-23, Article 1003-4 GROUT REQUIREMENTS, line 16 and 18,** replace “T 23” with “R 100”.

**Page 10-26, Article 1005-4 TESTING, after line 26,** replace “1014-2€(6)” with “1014-2€(6)” in C. of Table 1005-1 footnote.

**Page 10-36, Subarticle 1012-2(E) Toughness (Resistance to Abrasion), line 31,** replace “course” with “coarse”.

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### Rider Transit Bus Stop Improvements

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**Page 10-37, Article 1012-4, LIGHTWEIGHT AGGREGATE, line 4,** replace Table number “1012-8” with “1012-5”.

**Page 10-60, Subarticle 1032-6(F) Joint Materials, line 15,** replace “AASHTO M 198” with “ASTM C990” and delete “Type B”.

**Page 10-61, Article 1034-3 CONCRETE SEWER PIPE, line 33,** replace “AASHTO M 198” with “ASTM C990” and delete “Type A or B”.

**Page 10-64, Article 1040-1 BRICK, line 12,** replace “ASTM C62” with “ASTM C62 or ASTM C216”.

**Page 10-69, Subarticle 1046-3(D) Offset Blocks, before line 1,** replace “WIRE DIAMETER” with “COMPOSITE OFFSET BLOCKS” as the title of Table 1046-1.

**Page 10-83, Article 1060-9 WATER, line 9,** replace “15 NCAC 2B.0200” with “15A NCAC 02B.0200”.

**Page 10-92, Subarticle 1072-5(A) General, after line 30,** replace “SAMPLING REQUIREMENTS FOR HIGH STRENGTH BOLTS, NUTS AND WASHERS” with “SAMPLING REQUIREMENTS FOR HIGH STRENGTH BOLTS, NUTS AND WASHERS TO INCLUDE DIRECT TENSION INDICATORS” as the title of Table 1072-1.

**Page 10-95, Subarticle 1072-5(D)(7)(a) Mill Test Report(s), line 18,** replace title with “Mill Test Report(s) (MTR)”.

**Page 10-95, Subarticle 1072-5(D)(7)(b) Manufacturer Certified Test Report(s), line 24,** replace title with “Manufacturer Certified Test Report(s) (MCTR)”.

**Page 10-96, Subarticle 1072-5(D)(7)(c) Distributor Certified Test Report(s), line 1,** replace title with “Distributor Certified Test Report(s) (DCTR)”.

**Page 10-98, Subarticle 1072-5(F) Galvanized High Strength Bolts, Nuts and Washers, line 11,** replace “Article 1080-9” with “Article 1080-7”.

**Page 10-121, Article 1076-7, REPAIR OF GALVANIZING, line 8,** replace article number “1080-9” with “1080-7”.

**Page 10-125, Subarticle 1077-5(B) Testing, line 31,** replace “T 23” with “R 100”.

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#### **PROJECT SPECIAL PROVISIONS**

**Page 10-136, Subarticle 1077-5(J)(2) Mixing Time for Central Mixed Concrete, after line 17, replace “T23” with “R100”.**

**Page 10-153, Subarticle 1079-1 PREFORMED BEARING PADS, line 8, replace “MIL-C882-D” with “MIL-C-882-E”.**

**Page 10-154, Subarticle 1079-2(A) General, line 6, delete “and 1079-2(E)”.**

**Page 10-162, Article 1080-50 PAINT FOR VERTICAL MARKERS, line 1, replace article number “1080-50” with “1080-10”.**

**Page 10-162, Article 1080-61 EPOXY RESIN FOR REINFORCING STEEL, line 5, replace article number “1080-61” with “1080-11”.**

**Page 10-162, Article 1080-72 ABRASIVE MATERIALS FOR BLAST CLEANING STEEL, line 22, replace article number “1080-72” with “1080-12”.**

**Page 10-163, Article 1080-83 FIELD PERFORMANCE AND SERVICES, line 25, replace article number “1080-83” with “1080-13”.**

**Page 10-200, Subarticle 1090-1(C) Anchor Bolts, line 38, replace ASTM number “A325” with “F3125”.**

**Page 10-202, Subarticle 1091-3(F) Solid Wall HDPE Conduit, line 5, replace “, Table 1091-1, 1091-2 and 1091-3” with “and Table 1091-1”.**

**Page 10-209, Subarticle 1094-1(D) Steel Square Tube Posts, line 10, replace ASTM number “A123” with “A653”.**

**Page 10-224, Subarticle 1098-14(H)(1) Type I – Pedestrian Pushbutton Post, line 3, replace ASTM number “325” with “F3125”.**

**Page 10-224, Article 1098-16 CABINET BASE ADAPTER/EXTENDER, line 33, replace Section number “6.7” with “6.8”.**

#### **Division 14**

**Page 14-11, Subarticle 1401-2(B) Lowering Device, line 36, replace Military Specification “MIL-W-83420E” with “MIL-DTL-83420”.**

**Page 14-22, Article 1412-2 MATERIALS, line 29, replace UL Standard “1572” with “1598”.**



## EXHIBIT "J"

### Rider Transit Bus Stop Improvements

#### PROJECT SPECIAL PROVISIONS

##### Division 15

**Page 15-6, Subarticle 1510-3(B) Testing and Sterilization, line 40,** replace Section number "4.4.3" with "4.4".

**Page 15-14, Article 1525-2 MATERIALS, line 9,** replace "AASHTO M 198" with "ASTM C990".

**Page 15-14, Article 1525-2 MATERIALS, lines 17-18,** delete "in the Grout Production and Delivery provision".

**Page 15-19, Article 1550-2 MATERIALS, line 16,** replace "*AASHTO LRFD Bridge Design Specifications*" with "*AASHTO LRFD Bridge Construction Specifications*".

##### Division 16

**Page 16-9, Article 1630-3 MEASUREMENT AND PAYMENT, line 7,** replace "Section 225" with "Article 225-7".

**Page 16-9, Article 1630-3 MEASUREMENT AND PAYMENT, line 8,** replace "Section 230" with "Article 230-5".

**Page 16-16, Article 1637-5 MEASUREMENT AND PAYMENT, line 17,** replace "Section 310" with "Article 310-6".

##### Division 17

**Page 17-15, Article 1715-4 MEASUREMENT AND PAYMENT, lines 42-44,** replace the second sentence with the following:

An example is an installation of a single 1.25 inch HDPE conduit would be paid as:

Directional Drill (1)(1.25") Linear Foot

**Page 17-15, Subarticle 1715-3(E) Bore and Jack, line 5,** replace article number "1540-4" with "1550-4".

**Page 17-15, Subarticle 1715-3(E) Bore and Jack, lines 10 & 11,** replace "*NCDOT Policies and Procedures for Accommodating Utilities on Highway Rights of Way*" with "*NCDOT Utilities Accommodations Manual*".

CONNECTING COMMUNITY



Concord Kannapolis Area Transit

**EXHIBIT "K"**

**SAM.GOV CERTIFICATE**

**EXHIBIT "L"**  
**NOTICE OF AWARD AND ACCEPTANCE OF NOTICE**

TO:

FROM: City of Concord / Rider Transit  
45 Transit Ct NW  
Concord, North Carolina 28025

PROJECT: **Construction of Rider Transit Bus Stop Improvements, Bid #2592, Project #051, Set #1**

You are hereby notified that the quote submitted by you for the above-named project in response to the City of Concord's solicitation for Bids dated July 21<sup>st</sup>, 2023 has been accepted.

You are hereby requested to execute the formal contract with the City of Concord and to furnish any and all Contractor's Certificate of Insurance, Performance Bond, Payment Bond, and associated Power of Attorney(s) along with other documents pertaining to the work as designated by the City of Concord.

**ACCEPTANCE OF NOTICE**

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged this the \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "M"**  
**NOTICE TO PROCEED**  
**(DATE OF AVAILABILITY)**

TO:

FROM: City of Concord / Rider Transit  
45 Transit Ct NW  
Concord, North Carolina 28025

**PROJECT:** Construction of Rider Transit Bus Stop Improvements, Bid #2592, Project #051, Set #1

You are hereby formally notified to commence work on or before the \_\_\_\_\_ day of \_\_\_\_\_, 2023 under the assigned City of Concord Purchase Order No(s). \_\_\_\_\_ in accordance with the Contract documents for the work.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_, 2023

**City of Concord, North Carolina**

By: \_\_\_\_\_  
Title: