

# BUCK JONES WATER LINE REPLACEMENTS

## RALEIGH WATER RALEIGH, NORTH CAROLINA

### **SUBJECT: ADDENDUM NO. 2**

**March 7, 2024**

To the Plans and Specifications for:  
Buck Jones Water Line Replacement Project  
Raleigh, N.C.

### **To: PROSPECTIVE PROPOSERS AND OTHER CONCERNED PARTIES**

This ADDENDUM forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. Bidders shall acknowledge receipt of the ADDENDUM in the space provided on the Bid Form. Failure to do so may subject the Bidder to Disqualification.

### **CHANGES TO FRONT END SPECIFICATIONS**

#### **Section 00010 -TABLE OF CONTENTS**

Page 00010-1 (Rev.1)

Under Section 00440, replace “Non-Discrimination Agreement” with “Acknowledgement of MWBE Policy” and remove “Use of Certified MWBE Businesses”.

#### **Section 00409 – BIDDER’S CHECKLIST**

Page 00409-1

Remove this page entirely and replace it with page 00409-1 (Rev. 1) included in this addendum.

#### **Section 00410 – BID FORM**

Page 00410-4 to 00410-5

Remove pages entirely and replace it with pages 00410-4 (Rev.1) to 00410-5 (Rev.1) included in this addendum. Line item A.7, A.8, D.7, and D.8 were added to the bid form.

Page 00410-8, Article 6.01

Delete this section and replace with the following:

“Bidder agrees that the Work will be substantially complete within 425 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06.B of the General Conditions within 455 calendar days after the date when the Contract Times commence to run.”

#### **Section 00440 – INFORMATION FOR BIDDERS REGARDING COMPLIANCE WITH THE CITY OF RALEIGH’S MWBE PROGRAM**

Pages 00440-1 to 00440-22

Remove this section entirely and replace it with Attachment #1 included in this addendum.

## CHANGES TO TECHNICAL SPECIFICATIONS

### Section 01 22 00 – UNIT PRICES

Page 01 22 00-1 to 01 22 00-12

Remove this section entirely and replace it with pages 01 22 00 -1 (Rev.1) to 01 22 00 – 12 (Rev.1). A Unit Price Description was added for bid items A.7, A.8, D.7, and D.8. Unit Price descriptions for A.5, A.6, C.6 were modified.

### Section 01 51 40 - TEMPORARY BYPASS PUMPING

Page 01 51 40-4

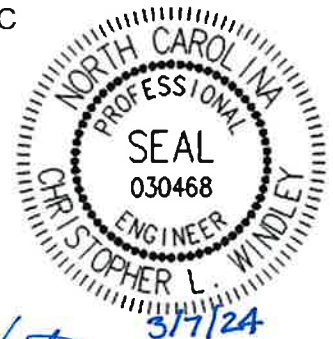
Remove this page entirely and replace it with page 01 51 40-4 (Rev.1) included in this addendum.

### Questions and Additional Clarifications:

- *What is the intention for the large gap in time allowed between Notice of Award and Notice to Proceed presented in the pre-bid meeting agenda? Is this for the contractor's convenience, or does the City have another project that needs to be completed ahead of Buck Jones Water Line Replacements? - Answer- The purpose of the time gap is to allow contractors flexibility with their existing work schedules. If the contractor would like to start as early as the contracting process will accommodate, that is allowed. If the contractor wants to delay the start of construction a date no later than January 1, 2025, that is acceptable also.*
- *The Urban Forestry plans provided in the bid documents indicate tree protection requirements and the removal of certain trees. Are these items considered to be incidental to the pipeline, or will there be additional bid items for these activities? -Answer- Bid items have been added to the bid form for tree protection fencing and tree removal.*
- *Asphalt patching pay item specifies pipe OD + 4'. Plans show much larger paving extents in certain areas. Please confirm how the contractor will be paid for patching. -Answer- The contractor will be responsible for paving to the limits shown on the plans and repaving any areas impacted by construction outside of these limits, but payment quantities will be limited to OD + 4'. A separate resurfacing contract will follow behind this project to mill/overlay each street.*

FOR THE OWNER

CJS Conveyance, PLLC



BY:

  
Christopher L. Windley, P.E.

END OF DOCUMENT

## BIDDER'S CHECKLIST

**This checklist shall be included as the first page of the submitted bidding documents. As outlined in Article 7 of the Bid Form section, the following items shall be included with the fully executed Section 00410 Bid Form:**

	A.	Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check (circle type of security provided); Bid Bond shall include an executed Power of Attorney.
	B.1.	Acknowledgement of MWBE Policy
	B.2.	Identification of Certified MWBE Participation
	B.3.	Affidavit A, Listing of Good Faith Effort; or Affidavit B, Intent to Perform Contract with Own Workforce
	C.	Contractor's Certificates, Affidavit of Organization and Authority of Sworn Statement
	D.	City of Raleigh – Contractor's Poor Performance Policy
	E.	Non-Collusive Affidavit
	F.	Notice to Contractor Regarding Intrusions Beyond Project Limits
	G.	Evidence of authority to do business in the state of the Project (i.e., copy of contractor's license)

## UNIT PRICE BASE BID SCHEDULE

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Extended Bid Price
<b>A. Water System Extensions</b>					
1A	8" DI Water Main, PC 350	LF	6680		
1B	8" DI Water Main, PC 350, Restrained	LF	2620		
2	Ductile Iron Fittings	LBS	8260		
3	8" Gate Valve Assembly	EA	20		
4	12" x 8" Tapping Sleeve and Valve	EA	2		
5	Single 3/4" Water Service (Same Side)	EA	62		
6	Single 3/4" Water Service (Opposite Side)	EA	60		
7	Meter Box Replacement	EA	61		
8	Meter Setter Replacement	EA	61		
9	Private Side Service Plumbing	LF	100		
10	Air Release Manhole w/ 2" Valve	EA	1		
11	Fire Hydrant Assembly	EA	11		
12	Abandonment of Existing Water Main	LS	1		
13	Existing Valve Box Removal	EA	13		
14	Existing Fire Hydrant Removal	EA	8		
15	Concrete Collar	EA	4		
<b>B. Sanitary Sewer System Extensions</b>					
1A	8" DIP Gravity Sewer Pipe (0-6 ft deep)	LF	180		
1B	8" DIP Gravity Sewer Pipe (6-8 ft deep)	LF	110		
2	Install 4' Dia Manhole (0-6 ft deep)	EA	3		
3	Abandon Existing 8" Sewer Main	LF	290		
4	Remove/Abandon Existing Manhole	EA	1		
<b>C. Sanitary Sewer System Rehabilitation</b>					
1A	Remove and Replace 8" DIP Gravity Sewer Pipe (0-6 ft deep)	LF	2170		
1B	Remove and Replace 8" DIP Gravity Sewer Pipe (6-8 ft deep)	LF	1090		
1C	Remove and Replace 8" DIP Gravity Sewer Pipe (8-10 ft deep)	LF	420		
2A	Remove and Replace Existing 4' Dia Manhole (0 to 6 ft deep)	EA	16		
2B	Remove and Replace Existing 4' Dia Manhole (6 to 8 ft deep)	EA	15		
2C	Remove and Replace Existing 4' Dia Manhole (8 to 10 ft deep)	EA	5		

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Extended Bid Price
<b>C. Sanitary Sewer System Rehabilitation</b>					
2D	Remove and Replace Existing 4' Dia Manhole (10 to 12 ft deep)	EA	3		
3	8" Cured-In-Place Pipe Liner	LF	4480		
4	8" Sanitary Sewer UV Liner (Dwg C20)	LF	237		
5	Sewer Line Cleaning and TV Inspection	LF	4480		
6	Replace Sanitary Sewer Service	EA	50		
<b>D. Miscellaneous</b>					
1	Mobilization (3% of total bid max)	LS	1		
2	Clean Up and Seeding (10% of Item A.1, B.1, & C.1)	LS	1		
3	Allowance for 3rd Party Vibration Monitoring and Soil Compaction Testing	LS	1	\$25,000.00	
4	Asphalt Roadway Patch (Permanent)	SY	9390		
5A	Remove and Replace Concrete Curb & Gutter	LF	460		
5B	Remove and Replace Concrete Valley Gutter	LF	840		
6A	Remove and Replace Existing 30" RCP	LF	30		
6B	Remove and Replace Existing 12" RCP with 15" RCP	LF	60		
7	Tree Protection Fencing	LF	5350		
8	Tree Removal	LS	1		
9	Silt Fence	LF	190		
10	Silt Fence Outlet	EA	1		
11	Inlet Protection	EA	21		
12	Undercut of Unstable Pipe Foundation	CY	60		
13	Select Backfill	CY	140		
14	Rock Excavation	CY	30		
15	Rock Excavation by Mechanical Methods	CY	50		
16	Restoration of Lawn	LS	1		
17	Concrete Washout	EA	2		
18	Asphalt Driveway Cut and Repair	SY	80		
19	Concrete Driveway Cut and Repair	SY	80		
20	Contingency Allowance	LS	1	\$200,000.00	

**TOTAL BID PRICE (Sum of Items A through D) \$ \_\_\_\_\_**

## INFORMATION FOR BIDDERS REGARDING COMPLIANCE WITH THE CITY OF RALEIGH'S MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) PROGRAM

### Policy

In accordance with North Carolina law, the City of Raleigh encourages and provides an equal opportunity for Certified Minority and Women-Owned Business Enterprises (MWBE) to participate in all aspects of the City's contracting and procurement programs.<sup>1</sup> The prime contractor or a first-tier subcontractor on a construction manager at risk (CMAR) project (collectively, "Bidder") shall be required to identify participation of MWBE businesses in its proposal, and document how that participation will be achieved. Bidders are subject to the City's MWBE subcontracting requirements (including good faith efforts as applicable), regardless if a Bidder is itself a Certified MWBE.<sup>2</sup>

The City has an aspirational goal of 15% of the total contract amount to be performed by MWBE businesses in contracts awarded by the City for: (i) construction and building projects of \$300,000 or more; and (ii) construction and building projects of \$100,000 or more that have any state funding.

### Definitions

#### *Certified Minority Business (MWBE)*

A business which:

- a. At least fifty-one percent (51%) is owned by one or more Minority Persons or Socially and Economically Disadvantaged Individuals; or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more Minority Persons or Socially and Economically Disadvantaged Individuals;
- b. The management and daily business operations are controlled by one or more Minority Persons or Socially and Economically Disadvantaged Individuals; and
- c. Is certified in one of the MWBE categories as defined by the NC Department of Administration/Historically Underutilized Business (HUB) and the NC Department of Transportation/Disadvantaged Business Enterprise (DBE).

#### *Minority Person*

A person who is a citizen or lawful permanent resident of the United States and who is:

- a. Black, that is, a person having origins in any of the black racial groups in Africa;
- b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
- c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia, Asia, the Indian subcontinent, or the Pacific Islands;
- d. American Indian, that is, a person having origins in any of the original peoples of North America; or
- e. Non-minority Female.

#### *Socially and Economically Disadvantaged Individual*

Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities. Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged.<sup>3</sup>

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<sup>1</sup> See, N.C.G.S. §§ 143-128.2, 143-128.4, 143-129, and 143-131.

<sup>2</sup> See, City of Raleigh SOP 505-2.

<sup>3</sup> See, 15 U.S.C. 637.

## **Bidder Responsibilities**

Bidders agree to comply with all the terms and conditions of the City of Raleigh's Minority and Women-Owned Business Enterprise (MWBE) Program. Bidders must use good faith efforts (if applicable) to meet participation goals through the award of subcontracts to certified MWBE businesses consistent with City policy and North Carolina law.

## **Pre-Bid Opening**

The City's Solicitation Documents include forms that: (a) capture information about MWBEs and any other subcontractors or suppliers that a Bidder intends to use on a contract ("Identification of MWBE Participation") and (b) affidavits to be completed by the Bidder.

### *Identification of MWBE Participation*

The "Identification of MWBE Participation" must be completed by the Bidder on the City's form and submitted with its bid. If the project work is to be self-performed by the Bidder, the Bidder must so designate by checking the appropriate box on the form. For all Bidders which will not be self-performing the project work, the "Identification of MWBE Participation" form must be completed in its entirety. The Bidder must list on the City's form all MWBE businesses which will be construction subcontractors, vendors, or suppliers (collectively, "Subcontractors") on the project, and the total dollar value of its bid that will be performed by MWBEs. The failure to complete the "Identification of MWBE Participation" form in its entirety, or the failure to submit a completed "Identification of MWBE Participation" form with its bid, will render the bid non-responsive and the Bidder's bid will not be considered for award. The City will only credit MWBE participation for those Subcontractors listed on the "Identification of MWBE Participation" form.

### *Affidavit A: Listing of Good Faith Efforts*

If the Bidder intends to subcontract any portion of the project work on a contract, an Affidavit A must be properly executed and submitted with its bid, listing the good faith efforts the Bidder made to achieve MWBE subcontracting goals for the contract prior to submitting its bid. The Affidavit A must be completed using the City's form. A minimum of fifty (50) good faith efforts points is required, the failure to achieve at least 50 points is grounds for rejection of a bid.

### *Affidavit B: Intent to Perform Contract with Own Workforce*

In lieu of an Affidavit A, a Bidder that intends to perform 100% of the project work on a contract with its own current workforce may submit an Affidavit B with its bid. In submitting an Affidavit B, a Bidder certifies that the Bidder does not customarily subcontract elements of this type of project, and normally performs, has the capability to perform, and will perform all elements of the project work on the contract with its own current workforce. The Affidavit B must be completed using the City's form.

The failure to submit a properly executed Affidavit A or Affidavit B with a bid will render the bid non-responsive and the bid will not be considered for award.

## **Bid Opening**

At the project bid opening, the total MWBE participation for each bid will be recorded. Upon being named the apparent low bidder, the Bidder must comply with the following:

- a. If the Bidder submitted an Affidavit B with its bid indicating its intent to perform 100% of the project work on the contract with its own current workforce, then the Bidder is not required to resubmit its Affidavit B or to submit any additional affidavits (i.e., Affidavit C or Affidavit D). The City, in its discretion, may request that the Bidder submit additional information or documentation, including, but not limited to, information relating to the Bidder's subcontracting history and its ability to perform all elements of the project work on the contract with its own current workforce.

- b. If the Bidder submitted an Affidavit A with its bid and the amount of MWBE participation as a percentage of the total contract price meets or exceeds the applicable goal, then the Bidder must submit to the City an Affidavit C within three (3) business days after being notified by City Staff that it is the apparent low bidder. The Bidder must complete the Affidavit C in its entirety using the City's form.
- c. If the Bidder submitted an Affidavit A with its bid and the amount of MWBE participation as a percentage of the total contract price does not meet the applicable goal, then the Bidder must submit an Affidavit D to the City within three (3) business days after being notified by City Staff that it is the apparent low bidder. The Bidder must complete Affidavit D in its entirety on the City's form. In conjunction with the Affidavit D, the Bidder must include supplemental documentation of the good faith efforts made to meet the applicable goal. The City, in its discretion, may request that the Bidder submit additional information or documentation, including, but not limited to, information or documentation relating to any good faith efforts claimed by the Bidder, and completion of the City's Good Faith Negotiation Form and Solicitation Form. Good faith efforts can be demonstrated using, among other factors, the following:
  - i. Attending pre-solicitation or pre-bid meetings that are scheduled by the City to inform MWBE firms of contracting, subcontracting, and supply opportunities.
  - ii. Advertising in general circulation, trade association, or minority-focus media concerning subcontracting opportunities.
  - iii. Providing written notice, to a reasonable number of specific MWBE firms that their interest in the contract is being solicited, at least 10 days before bids are due, to allow MWBE firms time to participate.
  - iv. Following up initial solicitation of interest by contacting MWBE firms to determine with certainty whether the MWBE firms are interested.
  - v. Identifying and selecting portions of the work to be performed by MWBE firms in order to increase the likelihood of MWBE participation (including where appropriate, breaking down contracts into economically feasible units to facilitate MWBE participation).
  - vi. Providing interested MWBE firms with equal access to plans, specifications, and requirements of the contract.
  - vii. Negotiating fairly with interested MWBE firms, not rejecting MWBE firms as unqualified without sound reasons based on a thorough investigation of their capabilities.
  - viii. Using the services of the City's MWBE office; available minority community organizations; minority contractors' groups; local, state, and federal minority business offices; and other organizations that provide assistance in the recruitment and placement of MWBE firms.
  - ix. Assisting interested MWBE firms in need of equipment, loan capital, lines of credit or joint pay agreements to secure loans, supplies or letters of credit, including waiving credit that is ordinarily required.
  - x. Assisting interested MWBE firms in obtaining bonding, insurance, or providing alternatives to bonding or insurance for Subcontractors.
  - xi. Negotiating joint venture and partnership arrangements with minority businesses to increase the opportunities for minority participation when possible.
  - xii. Provide for quick pay agreements and policies to enable minority contractors and suppliers to meet cash flow demands.

For each unmet MWBE participation goal, for which an Affidavit D is submitted, a Bidder must earn at least fifty (50) good faith efforts points. The failure to achieve at least fifty (50) points is grounds for rejection of a bid. All



actions necessary to earn good faith efforts points must occur prior to bid opening. In determining whether a Bidder has made good faith efforts, the City will evaluate the efforts made by the Bidder and will determine compliance with regard to quantity, intensity, and results of these efforts prior to recommendation of award.

## **Post-Award**

### *Payment*

For purposes of this section the word "Contractor" means both the prime contractor and the CMAR for CMAR projects. The Contractor must submit a completed **Payment Affidavit - Subcontractor / Supplier Utilization Form** with each payment application, including periodic payments and final payment. Payment applications will not be processed by the City until a completed Payment Affidavit – Subcontractor/ Supplier Utilization Form is submitted. Within seven (7) days of receipt by the Contractor of a periodic or final payment from the City, the Contractor must pay each first-tier Subcontractor based on work completed or services provided under each subcontract. If the Contractor has made a quick pay commitment with any MWBE Subcontractor, they must comply with the provisions of their quick pay commitment.

### *Changing a Certified MWBE Subcontractor*

If the situation arises that it becomes necessary to terminate, replace, or reduce the work of a MWBE Subcontractor counted toward a committed MWBE subcontracting goal, the Contractor must submit a completed **Request to Change MWBE Subcontractor** form to the applicable department project manager and the City's MWBE Program Manager. Any change in the work of a MWBE Subcontractor, including its termination and/or replacement, must first be approved by the City based upon good cause shown. Any further explanation or detail to the City in addition to what is identified in the Request to Change MWBE Subcontractor form must be on company letterhead. Good faith efforts shall apply to the selection of any substitute Subcontractor.

## ACKNOWLEDGMENT OF MWBE POLICY

The City's policy is to encourage bidders in the participation of MWBE businesses. A presentation of that policy has been made at the pre-bid or pre-proposal conference. By submission of a bid or proposal in response to this solicitation, the Bidder acknowledges consents to all the terms and conditions of the City of Raleigh Minority and Women-Owned Business Enterprise (MWBE) Policy. A copy of the policy may be provided upon request by the MWBE Program Office or online at [www.raleighnc.gov](http://www.raleighnc.gov).

Bidder recognizes that the City of Raleigh encourages and provides equal opportunity for MWBE businesses to participate in all aspects of the City's contracting and procurement. The City's MWBE participation aspirational goal is at least fifteen percent (15%) of the total contract amount to MWBEs on construction projects of \$300,000 or more and building related contracts of \$100,000 or more that include any State funding. The Bidder on the subject Contract/Proposal must document good faith efforts to provide meaningful participation by MWBEs in the performance of the Contract. Bidder agrees that the City may reject a bid for MWBE Policy violations, including but not limited to, providing inaccurate information or for failure to provide required MWBE documentation.

The Prime Contractor will be required to identify participation of MWBE businesses and how that participation will be achieved. Bidder must identify anticipated subcontractors, including any Minority & Women-Owned Businesses, intended to be used. Bidder further agrees, if awarded a Contract, it will, upon request, submit to the City, the proper affidavit identifying the workforce actually utilized on the Contract. All MWBE related bid documents have been provided to the Bidder. MWBE information provided by the Bidder is subject to the NC Public Records Act. Bidder acknowledges that the City must be notified of any change of subcontractors, suppliers, or subconsultants.

To the extent permitted by North Carolina law, the Bidder, their agents, officials, contractors, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Contract/Proposal. The Bidder further agree, to the extent permitted by law, to conform with the provisions and intent of City of Raleigh Ordinance 1969-889, as amended. This provision is hereby incorporated herein for the benefit of the City of Raleigh and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as provided by law. This provision shall be binding on the successors and assigns of the parties with reference to the subject matter of the Contract/Proposal.

I have read and understand the City of Raleigh's MWBE policy.

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Signature

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Printed Name and Title

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Company

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Date

## IDENTIFICATION OF MWBE PARTICIPATION

*Formal Contracts & Construction Contracts Equal or Exceeding \$300,000*

This Identification of MWBE Participation Form is for the purpose of capturing information regarding the utilization of MWBEs and other subcontractors and suppliers on Formally Bid City Contracts and Construction Contracts equal or exceeding \$300,000. MWBE participation is encouraged for all City of Raleigh contracting opportunities. Please refer to the City's MWBE Policy for any contract specific requirements. *Copy this Form as needed.*

<b>BIDDER NAME</b>			
<b>PROJECT NAME</b>			
<b>PROJECT NUMBER</b>		<b>CITY DEPARTMENT</b>	
<b>CONTRACT TYPE</b>	<input type="checkbox"/> Construction <input type="checkbox"/> Services <input type="checkbox"/> Other _____*		
<input type="checkbox"/> <b>PRIME IS MWBE</b>	Classification: _____ <input type="checkbox"/> Certified with NCHUB <input type="checkbox"/> Certified with NCDOT-DBE	<b>BID SUBMITTAL DATE</b>	

MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)  
 \*For Professional Services Contracts, please use the Identification of MWBE Participation for Professional Services Form

**WORK TO BE SELF-PERFORMED**

Check this box only if you intend to perform 100% of the work on this Project/Contract with your own current work forces, and you normally perform and have the capability to perform all elements of this work on this Project/Contract with your own current work forces.

**MWBE SUBCONTRACTORS**

Complete the chart below for all MWBE subcontractors that you intend to use on this Project/Contract regardless of dollar amount.

Company Name	MWBE Classification	Description of Services	Percentage of Total Contract*	Total Projected Utilization (\$)*

MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)  
 \*If the proposal is subject to an RFQ process, you may enter "N/A".

**Total Estimated MWBE Utilization\*** \$ \_\_\_\_\_

**Total Proposal Amount\*** \$ \_\_\_\_\_

**Percent Estimated MWBE Utilization\*** \_\_\_\_\_ %

(Total Estimated MWBE Utilization divided by Total Bid Amount)

\*If the proposal is subject to an RFQ process, you may enter "N/A".

**AFFIDAVIT A**  
**Listing of Good Faith Efforts (GFE)**

Affidavit of \_\_\_\_\_  
(Name of Bidder)

<b>Project Name</b>			
<b>Project Number</b>			
<b>Total Project Bid</b>		<b>Bid Submittal Date</b>	

Total Available GFE Points: <b>155</b>		Minimum Number GFE Points Required: <b>50</b>
<b>POINTS</b>	<b>GOOD FAITH EFFORT (GFE)</b>	
<input type="checkbox"/>	10	Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government-maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
<input type="checkbox"/>	10	Made construction plans, specifications and requirements available for review by prospective MWBE businesses or provided these documents at least 10 days before bids are due.
<input type="checkbox"/>	15	Broken down or combined elements of work into economically feasible units to facilitate MWBE business participation.
<input type="checkbox"/>	10	Worked with MWBE businesses trade, community, or contractor organizations identified by the MWBE Office and included in the bid documents that provide assistance in recruitment of MWBE businesses.
<input type="checkbox"/>	10	Attended pre-bid meetings schedule by the public owner.
<input type="checkbox"/>	20	Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
<input type="checkbox"/>	15	Negotiated in good faith with interested MWBE businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a MWBE business based on lack of qualification should have the reasons documented in writing.
<input type="checkbox"/>	25	Provided assistance to MWBE businesses in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBE businesses in obtaining the same unit pricing with the bidder's suppliers in order to help MWBE businesses in establishing credit.
<input type="checkbox"/>	20	Negotiated joint venture and partnership arrangements with MWBE businesses in order to increase opportunities for MWBE businesses participation on a public construction or repair project when possible.
<input type="checkbox"/>	20	Provided quick pay agreements and policies to enable MWBE business contractors and suppliers to meet cash flow demands.
<b>Total GFE Points _____</b>		

The undersigned certifies the preceding representation is a true and accurate statement of Good Faith Efforts made toward the participation of MWBE businesses in the performance of this Project/Contract. Failure to provide accurate and truthful information is a violation of the City of Raleigh MWBE Policy and may result in the sanctions prescribed therein.

This the \_\_\_\_ of \_\_\_\_\_, 20 \_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title

**AFFIDAVIT B**  
**Intent to Perform Contract with Own Workforce**

Affidavit of \_\_\_\_\_  
(Name of Bidder)

<b>Project Name</b>			
<b>Total Project Bid</b>		<b>Bid Submittal Date</b>	
<b>Project Number</b>			
<input type="checkbox"/> <b>PRIME IS MWBE</b>	Classification: _____	<input type="checkbox"/> Certified with NCHUB	<input type="checkbox"/> Certified with NCDOT-DBE

\*MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

The Bidder hereby certifies having read and understood the City of Raleigh MWBE Policy, and affirms that it is the intent of the Bidder to **perform 100% of the work** required for the above-named Contract.

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

The Bidder agrees to provide any additional information or documentation requested by the City of Raleigh in support of the above statement. If additional scopes of work are added after the Bidder has been awarded the Contract, then the Bidder agrees to make a Good Faith Effort to utilize Minority and Women-Owned Business Enterprises (MWBEs), as applicable, where possible.

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

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

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

State of North Carolina, County of \_\_\_\_\_

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

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

SEAL

**AFFIDAVIT C**  
**MWBE SUBCONTRACTOR UTILIZATION COMMITMENT**

This affidavit is to be provided by the Prime Contractor within three (3) business days after notification by the City of being the apparent lowest, responsible, responsive bidder (LRRB) if the portion of the work to be performed by MWBE Businesses equals or exceeds fifteen percent (15%) of the total contract price. *Copy this Form as needed.*

**SECTION 1. PROJECT INFORMATION**

<b>Project Name</b>			
<b>Project Number</b>		<b>City Department</b>	
<b>Project Manager</b>			
<b>Phone Number</b>		<b>Email Address</b>	
<b>Bidder</b>		<b>Contact Name</b>	
<b>Phone Number</b>		<b>Email Address</b>	
<input type="checkbox"/> <b>PRIME IS MWBE</b>	Classification: _____ <input type="checkbox"/> Certified with NCHUB <input type="checkbox"/> Certified with NCDOT-DBE	<b>Bid Submittal Date</b>	
<b>Prime to Perform</b>	\$ _____	<b>Prime to Perform</b>	_____ %

**Total Base Bid Amount** \$ \_\_\_\_\_

**Total Contract Amount** (including Contingency) \$ \_\_\_\_\_

**Total MWBE Subcontractor / Supplier Utilization** \$ \_\_\_\_\_

**Percent MWBE Subcontractor Utilization** (Total MWBE \$ divided by Total Base Bid) \_\_\_\_\_ %

**SECTION 2. MWBE SUBCONTRACTORS**

Complete the chart below for all MWBE subcontractors to be used on this Project/Contract regardless of dollar amount.

Company Name	Contact Information (Name, Email, Phone)	MWBE Classification	Description of Services	Percentage of Total Contract	Total Projected Utilization (\$)

\*MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

**Letters of Intent Submitted Upon Notice from the City**

Within three (3) Business Days after receiving a request from the City (or within such longer time as may be communicated by the City in writing), Bidders must submit a separate Letter of Intent for each MWBE listed on Affidavit C. Each Letter of Intent must be executed by both the MWBE and the Bidder. The City shall not count proposed MWBE utilization for which it has not received a Letter of Intent by this deadline.

**Adding Subcontractors or Suppliers After Submitting This Form**

Nothing in this Affidavit shall be deemed to preclude you from entering into subcontracting arrangements after submission of this form. However, per the City of Raleigh MWBE Policy, you must comply with the following:

- You must maintain the level of MWBE participation proposed on this Affidavit throughout the duration of the Contract, except as may be otherwise specifically allowed by the City.
- If you need to terminate or replace a MWBE, you must complete a Request to Change a MWBE Subcontractor Form.
- If the scope of work on the Contract increases, or if you elect to subcontract any portion of work not identified on this form as subcontracted, then you must comply with City of Raleigh MWBE Policy, including Good Faith Efforts.
- A Letter of Intent must also be submitted for each MWBE you add subsequent to contract award.

**Signature**

Your signature below indicates that the undersigned firm certifies and agrees that:

- a. You have complied with all provisions of the City of Raleigh MWBE Policy;
- b. The information provided is a true and accurate statement of MWBE businesses intended to be used as subcontractors, subconsultants, or suppliers in the performance of this Project/Contract; and
- c. Failure to provide accurate and truthful information or to properly document such compliance in the manner and within the time periods established by the City of Raleigh MWBE Policy shall constitute a violation of the City of Raleigh MWBE Policy and may result in the sanctions prescribed therein, including rejection of your bid.

This the \_\_\_ of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title

**AFFIDAVIT D**  
**GOOD FAITH EFFORTS (GFE) AND STATEMENT OF GFE COMPLIANCE**

This affidavit is to be provided by the Prime Contractor within three (3) business days after notification by the City of being the apparent lowest, responsible, responsive bidder (LRRB) if the Bidder has not fully met the established MWBE Goal (15%) for this Project. The Bidder must document it has met the GFE requirements by completing this Form. GFE Points will be calculated independently by the City.

**SECTION 1. PROJECT INFORMATION**

<b>Project Name</b>			
<b>Project Number</b>		<b>City Department</b>	
<b>Project Manager</b>			
<b>Phone Number</b>		<b>Email Address</b>	
<b>Bidder</b>		<b>Contact Name</b>	
<b>Phone Number</b>		<b>Email Address</b>	
<input type="checkbox"/> <b>PRIME IS MWBE</b>	Classification: _____ <input type="checkbox"/> Certified with NCHUB <input type="checkbox"/> Certified with NCDOT-DBE	<b>Bid Submittal Date</b>	
<b>Prime to Perform</b>	\$ _____	<b>Prime to Perform</b>	_____ %

**Total Base Bid Amount** \$ \_\_\_\_\_

**Total Contract Amount** (including Contingency) \$ \_\_\_\_\_

**Total MWBE Subcontractor / Supplier Utilization** \$ \_\_\_\_\_

**Percent MWBE Subcontractor Utilization** (Total MWBE \$ divided by Total Base Bid) \_\_\_\_\_ %

**SECTION 2. MWBE SUBCONTRACTORS**

Complete the chart below for all MWBE subcontractors to be used on this Project/Contract regardless of dollar amount.

Company Name	Contact Information (Name, Email, Phone)	MWBE Classification	Description of Services	Percentage of Total Contract	Total Projected Utilization (\$)

\*MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)



**SECTION 3. GOOD FAITH EFFORTS**

Below is a list of Good Faith Efforts as defined in the City’s MWBE Policy. To the left of each item is the number of points assigned to that item. Please place an “X” in the first column for each item you are claiming credit. Please provide any documentation, if available. Failure to achieve the minimum number of GFE points stated in the box below may constitute grounds for rejection of your bid.

**NOTE: All actions necessary to earn GFE Points must be undertaken prior to Bid Opening.**

Total Available GFE Points: <b>155</b>		Minimum Number GFE Points Required: <b>50</b>
<b>POINTS</b>		<b>GOOD FAITH EFFORT (GFE)</b>
<input type="checkbox"/>	10	Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government-maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
<input type="checkbox"/>	10	Made the construction plans, specifications and requirements available for review by prospective MWBE businesses or providing these documents to them at least 10 days before the bids are due.
<input type="checkbox"/>	15	Broken down or combined elements of work into economically feasible units to facilitate MWBE business participation.
<input type="checkbox"/>	10	Worked with MWBE businesses trade, community, or contractor organizations identified by the MWBE Office and included in the bid documents that provide assistance in recruitment of MWBE businesses.
<input type="checkbox"/>	10	Attended pre-bid meetings schedule by the public owner.
<input type="checkbox"/>	20	Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
<input type="checkbox"/>	15	Negotiated in good faith with interested MWBE businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a MWBE business based on lack of qualification should have the reasons documented in writing.
<input type="checkbox"/>	25	Provided assistance to MWBE businesses in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBE businesses in obtaining the same unit pricing with the bidder’s suppliers in order to help MWBE businesses in establishing credit.
<input type="checkbox"/>	20	Negotiated joint venture and partnership arrangements with MWBE businesses in order to increase opportunities for MWBE businesses participation on a public construction or repair project when possible.
<input type="checkbox"/>	20	Provided quick pay agreements and policies to enable MWBE business contractors and suppliers to meet cash flow demands.
<b>Total GFE Points (Claimed by Bidder) _____</b>		<b>Total GFE Points (Assessed by City) _____</b>

**Letters of Intent Submitted Upon Notice from the City**

Within three (3) Business Days after receiving a request from the City (or within such longer time as may be communicated by the City in writing), Bidders must submit a separate Letter of Intent for each MWBE listed on this Affidavit D. Each Letter of Intent must be executed by both the MWBE and the Bidder. The City shall not count proposed MWBE utilization for which it has not received a Letter of Intent by this deadline.

**Adding Subcontractors or Suppliers After Submitting This Form**

Nothing in this Affidavit shall be deemed to preclude you from entering into subcontracting arrangements after submission of this form. However, per the City of Raleigh MWBE Policy, you must comply with the following:

- You must maintain the minimum level of MWBE participation proposed on this Affidavit throughout the duration of the Contract, except as may be otherwise specifically allowed by the City.
- If you need to terminate or replace a MWBE, you must complete a Request to Change a MWBE Subcontractor Form.
- If the scope of work on the Contract increases, or if you elect to subcontract any portion of work not identified on this form as subcontracted, then you must comply with City of Raleigh MWBE Policy, including Good Faith Efforts.
- A Letter of Intent must also be submitted for each MWBE you add subsequent to contract award.

**Signature**

Your signature below indicates that the undersigned firm certifies and agrees that:

- a. You have complied with all provisions of the City of Raleigh MWBE Policy;
- b. The information provided is a true and accurate statement of Certified MWBE businesses intended to be used as subcontractors, subconsultants, or suppliers in the performance of this Project/Contract; and
- c. Failure to provide accurate and truthful information or to properly document such compliance in the manner and within the time periods established by the City of Raleigh MWBE Policy shall constitute a violation of the City of Raleigh MWBE Policy and may result in the sanctions prescribed therein, including rejection of your bid.

This the \_\_\_ of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title

## Letter of Intent

In accordance with City of Raleigh MWBE Policy, within three (3) Business Days after receiving a request from the City (or within such longer time as may be communicated by the City in writing), a Bidder must submit **a separate** Letter of Intent for each MWBE subcontractor listed on Affidavit C or Affidavit D, as may be applicable.

<b>Project Name</b>	
<b>Project Number</b>	

Section 1: TO BE COMPLETED BY THE BIDDER					
<b>Name of Bidder</b>					
<b>Address</b>					
<b>Contact Person</b>					
<b>Telephone</b>		<b>E-mail</b>		<b>Fax</b>	

If the Bidder has entered into a Quick Pay Agreement, in association with this Letter of Intent and as defined in the City's MWBE Policy, please attach a copy of the executed Agreement with the undersigned MWBE.

Identify in complete detail the scope of work to be performed or item(s) to be supplied by the MWBE.

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Cost of Work to be Performed by MWBE    \$ \_\_\_\_\_

Section 2: TO BE COMPLETED BY MWBE SUBCONTRACTOR					
<b>Name of MWBE</b>					
<b>Address</b>					
<b>Contact Person</b>					
<b>Telephone</b>		<b>E-mail</b>		<b>Fax</b>	

Upon execution of a Prime Contract with the City for the above referenced project, the Bidder certifies that it intends to utilize the MWBE listed above, and that the description, cost and percentage of work to be performed by the MWBE as described above is accurate. The MWBE firm certifies that it has agreed to provide such work/supplies for the amount stated above.

<b>BIDDER</b>	_____	_____
	Signature	Date
	_____	
	Print Name and Title	
<b>MWBE</b>	_____	_____
	Signature	Date
	_____	
	Print Name and Title	

**CONTRACT SUBCONTRACTOR IDENTIFICATION FORM**

*Building Project/Construction Contracts*

(This form **MUST** be submitted within 30 days after award of the Contract)

This Final Subcontractor Identification Form is to provide a list of all subcontractors that the Contractor will use in the performance of the Contract with the City, in accordance with NCGS §143-128.2. *Copy this Form as needed.*

<b>CONTRACTOR NAME</b>			
<b>PROJECT NAME</b>			
<b>PROJECT NUMBER</b>		<b>CITY DEPARTMENT</b>	
<input type="checkbox"/> <b>PRIME IS MWBE</b>	Classification: _____ <input type="checkbox"/> Certified with NCHUB <input type="checkbox"/> Certified with NCDOT-DBE	<b>CONTRACT AWARD DATE</b>	

MWBE Classifications: American Indian (AI), Asian American (AA), Black/African American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

**WORK TO BE SELF-PERFORMED**

Check this box **only** if you intend to perform 100% of the work on this Project/Contract with your own current work forces, and you normally perform and have the capability to perform all elements of this work on this Project/Contract with your own current work forces.

**ALL CONTRACT SUBCONTRACTORS**

Complete the chart below for **all** subcontractors that will be used on this Contract regardless of dollar amount.

<b>Company Name</b>	<b>Contact</b>	<b>Description of Service/Trade</b>	<b>Total (\$)</b>
	Name:		
<input type="checkbox"/> Certified MWBE <input type="checkbox"/> Registered Raleigh SCS	E-mail:	Address:	
	Name:		
<input type="checkbox"/> Certified MWBE <input type="checkbox"/> Registered Raleigh SCS	E-mail:	Address:	
	Name:		
<input type="checkbox"/> Certified MWBE <input type="checkbox"/> Registered Raleigh SCS	E-mail:	Address:	
	Name:		
<input type="checkbox"/> Certified MWBE <input type="checkbox"/> Registered Raleigh SCS	E-mail:	Address:	
	Name:		
<input type="checkbox"/> Certified MWBE <input type="checkbox"/> Registered Raleigh SCS	E-mail:	Address:	
	Name:		
<input type="checkbox"/> Certified MWBE <input type="checkbox"/> Registered Raleigh SCS	E-mail:	Address:	

Certification must be with NCHUB or the NCDOT-DBE. Proof of Certification may be required upon request by the City.

**Total Contract Amount** \$ \_\_\_\_\_

**Total MWBE Utilization** \$ \_\_\_\_\_

**Percent MWBE Utilization** \_\_\_\_\_%

(Total MWBE Utilization divided by Total Contract Amount)

**APPENDIX E - CERTIFIED SUBCONTRACTOR / SUPPLIER PAYMENT APPLICATION FORM**

Contractors must submit this form with **each** request for payment from the City of Raleigh, including any invoice or request for final payment. Requests for payment are limited to work that has been **completed and approved** for all subcontractors and suppliers in connection with the Contract. Copy this form as needed. The Contractor on the Prime Contract (i.e., Prime) is responsible for collecting and submitting this Appendix E from all subsequent lower tier contractors.

**Section 1: PROJECT INFORMATION**

<b>Project Name</b>			<b>Contractor Name</b>		
<b>Total Contract Amount</b>	\$		<b>Pay App #/Contract ID #</b>		
<b>Total MWBE Sub (\$/%)</b>	\$	%	<b>Invoice Amount</b>	\$	
<b>Payment Period</b>	___/___/20___ through ___/___/20___		<b>City Department</b>		
<b>FINAL PAYMENT</b> <input type="checkbox"/> Check <b>only</b> when submitting Final Pay Request.			<b>Project Completion Date</b>		

**Section 2: PAYMENTS TO SUBCONTRACTORS**

Complete the chart below for all MWBE subcontractors used on the Project/Contract regardless of dollar amount.

Company Name	MWBE Classification	Work Performed	Percentage of Total Contract	Percent of Subcontract Completed	Payment this Period	Cumulative Payments to Date

\*MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

**Section 3: PAYMENTS TO SUPPLIERS**

All suppliers providing goods under City contracts must be listed on the Sales Tax Statement submitted with each pay request. The City may request, on a case-by-case basis, that the Contractor require certain suppliers to be registered in the Raleigh Supplier Connection System and may withhold payment of any amounts due the Contractor in the event the Contractor fails to comply with such request.

The undersigned certifies the preceding chart is a true and accurate statement of all payments that have been made to subcontractors on this Project/Contract, and that all Suppliers providing goods under this contract have been listed in the Sales Tax Statements submitted to the City in connection with this Payment Appendix E. If no subcontractors or suppliers are listed on the preceding chart or Sales Tax Statements, the undersigned certifies that no subcontractors or suppliers were used in performing the Project/Contract for the payment period indicated. Failure to provide accurate and truthful information is a violation of the City of Raleigh MWBE Policy and may result in the sanctions prescribed therein.

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
**Signature** **Print Name and Title**

To be completed by City for FINAL PAYMENT

Total Paid to Contractor	\$	Proposed MWBE Amount	\$	MWBE Commitment: _____%
<input type="checkbox"/> Prime Contractor MWBE				
Total Paid to Subcontractors	\$	Total to MWBE Subcontractors	\$	MWBE Final: _____%

## REQUEST TO CHANGE A MWBE SUBCONTRACTOR

Contractors must submit this form for **any request** to change any MWBE subcontractor or supplier in connection with the Contract. The Contractor on the Prime Contract (i.e. prime) is responsible for collecting and submitting this form from all subsequent lower tier contractors.

<b>PROJECT NAME</b>			
<b>PROJECT MANAGER</b>		<b>CONTRACT NUMBER</b>	
<b>PRIME CONTRACTOR</b>		<b>CONTACT NAME</b>	
<b>PHONE NUMBER</b>		<b>E-MAIL ADDRESS</b>	
<b>DATE OF CHANGE</b>		<b>CITY DEPARTMENT</b>	

**SECTION 1: PREVIOUS REQUESTS FOR CHANGE**

**NO PREVIOUS REQUEST FOR THIS PROJECT/CONTRACT.**

Complete the chart below for all previous Requests to Change a MWBE Subcontractor.

Date of Request	Subcontractor's Company Name	MWBE Classification	Request Approved: Y/N	Work Performed

MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

**Section 2: CURRENT MWBE SUBCONTRACTOR INFORMATION**

<b>CURRENT MWBE SUBCONTRACTOR</b>			
<b>SERVICE PROVIDED</b>			
<b>PERCENT OF TOTAL CONTRACT</b>	_____ %	<b>PERCENT OF SUBCONTRACT COMPLETE</b>	_____ %
<b>TOTAL AMOUNT OF SUBCONTRACT</b>	\$ _____	<b>TOTAL AMOUNT PAID TO DATE</b>	\$ _____

**Section 3: PROPOSED ACTION (SELECT ONE)**

**WORK TO BE SELF-PERFORMED**

Check this box **only** if the work previously performed by the above MWBE subcontractor will be performed with your own current work forces, and you normally perform and have the capability to perform all elements of this work on this Project/Contract with your own current work forces.

**REPLACE MWBE SUBCONTRACTOR**

**Section 4: REASON FOR CHANGE (SELECT AT LEAST ONE)**

- The listed MWBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract.
- The listed MWBE is bankrupt or insolvent.
- The listed MWBE fails or refuses to perform the subcontract or furnish the listed materials.

- The work performed by the listed subcontractor is unsatisfactory according to industry standards and is not in accordance with the plans and specifications.
- The subcontractor is substantially delaying or disrupting the progress of the work.
- Other - explain in detail on company letter head and attach to this Request.

**Section 5: NEW SUBCONTRACTOR INFORMATION (IF APPLICABLE)**

Complete the information below for the new MWBE subcontractor requested to be changed on the Project/Contract.

Company Name	Contact Person	MWBE Classification	Work to be Performed	Amount of Subcontract	Subcontractor's Percentage of Total Contract

MWBE Classifications: American Indian (AI), Asian American (AA,) Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

**If new subcontractor(s) is not MWBE, attach documentation of Good Faith Efforts (Affidavit A).**

This the \_\_\_ of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

**Signature** **Printed Name/Title**

**TO BE COMPLETED BY CITY**

SIGNATURE:

**Original Total Contract Amount:** \$ \_\_\_\_\_

**Original Total MWBE Participation** \_\_\_\_\_ %

PRINT NAME:

**New Total Contract Amount:** \$ \_\_\_\_\_

**New Total MWBE Participation** \_\_\_\_\_ %

DATE:

**Contract Amount Impact** Increase \$ \_\_\_\_\_  
 Decrease \$ \_\_\_\_\_  
 No Change

**MWBE Participation Change** Increase \_\_\_\_\_ %  
 Decrease \_\_\_\_\_ %  
 No Change

APPROVED  
  
 REJECTED

NOTES:



## Minority and Women-owned Business Enterprise Program (MWBE)

### Explanation of Affidavit A

#### A Listing of the Good Faith Effort (GFE)

Company has made a good faith effort to recruit minority businesses in accordance with N.C. Gen. Stat. § 143-128.2 and represents that it has performed the following (**check all that apply; note that a minimum of fifty (50) points must be achieved**):

*Examples of ways to satisfy requirements are given for each criterion below:*

- ❑ 1. (10 points) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
  - ***Provide a list of potential bidders with proof of acknowledged responses (i.e. quotes)***
  - ***Provide confirmation of notification at least 10 days before bid date***
  - ***Newspaper/trade ads do not qualify as GFE notification***
  
- ❑ 2. (10 points) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or provided these documents to them at least 10 days before the bids are due.
  - ***Provide confirmation of notification at least 10 days before bid date***
  - ***Include in the notice that plan specs are available in office/online (location/link) and at no cost to MWBEs***
  - ***Newspaper/trade ads do not qualify as GFE notification***
  
- ❑ 3. (15 points) Broke down or combined elements of work into economically feasible units to facilitate minority participation.
  - ***Provide confirmation of solicitation that include subcontracting opportunities (i.e. itemize or group trades such as flooring/trim or divide one sub does flooring and another sub does trim)***
  
- ❑ 4. (10 points) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
  - ***Obtain letter or other documentation from one of these organizations indicating that you are working with them in the recruitment of minority businesses – NCMWBE Coordinators Network, The Institute, NCIEDI or HCAC.***
  - ***A list of organizations can be found at [www.raleighnc.gov/mwbe](http://www.raleighnc.gov/mwbe)***



- ❑ 5. (10 points) Attended pre-bid meetings scheduled by the public owner.
  - **Attendance is recorded (make sure you sign-in)**
  
- ❑ 6. (20 points) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
  - **Include one of the following statements in solicitation to MWBEs as it applies:**
    - **Bonds are not required for this project**
    - **Bidder will assist in procuring bonds or insurance if necessary**
  
- ❑ 7. (15 points) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
  - **“MWBE Solicitation Form” is attached to the Explanation Affidavit A Form**
    - **Provide completed MWBE Solicitation Form to document the following:**
    - **Did not receive low quotes from MWBEs**
    - **Bidder accepted other low quotes from MWBEs**
    - **Written reasons for rejection of any low quotes from MWBEs**
  
- ❑ 8. (25 points) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder’s suppliers in order to help minority businesses in establishing credit.
  - **Indicate in solicitation the following are available: equipment, loan capital, lines of credit, or joint pay agreements for qualified MWBEs or any other needs.**
  - **Document recent history of doing joint pay agreements such as “in the recent past, we have done joint pay agreements (lines of credit, waiving of credit, etc.) with the following MWBEs (x company, y company, z company) and intend to offer the same on this project for qualified MWBEs”**
  - **Provide letter from vendor/supplier indicating that they will give the same pricing to MWBEs quoting to you as vendor/supplier gives directly to you**
  
- ❑ 9. (20 points) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
  - **Indicate in solicitation that opportunities to negotiate joint venture and partnership arrangements are available**
  
- ❑ 10. (20 points) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash flow demands.
  - **Indicate in solicitation that quick pay agreements are available for certified MWBEs to include payment terms (i.e., Net 30).**
  - **Document recent history of doing quick pay agreements such as “in the recent past, we have done quick pay agreements with the following MWBE’s (x company, y company, z company) and intend to offer the same on this project for qualified MWBE’s”**

## SOLICITATION FORM

*Copy this Form as needed to document MWBE contacts.*

The Bidder must make the required contacts no less than ten (10) Days before Bid Opening to receive credit for this Good Faith Effort. All contacts must be verifiable with supporting documentation reflecting the methods and content of the solicitation. All documentation must be submitted with this form.

A Bidder must submit this Solicitation Form within the time specified in the City Solicitation Documents. If no time period is specified in the City Solicitation Documents, the Bidder must submit this form within three (3) Business Days after the City requests it.

<b>SECTION 1. PROJECT INFORMATION</b>
---------------------------------------

<b>Project Name</b>			
<b>Project Number</b>		<b>City Department</b>	
<b>Bidder</b>		<b>Number MWBEs Contacted</b>	

<b>SECTION 2. SOLICITATION INFORMATION</b>
--

If “No” is checked for “Selected” below, the Bidder must document the reasons for rejecting each bid submitted by a MWBE on the Good Faith Negotiation Form.

<b>MWBE FIRM</b>		<b>CONTACT PERSON</b>	
<b>SCOPE OF WORK</b>			
<b>INITIAL CONTACT</b>	DATE: ___/___/20__	<b>METHOD</b> (select all used):	<input type="checkbox"/> Email <input type="checkbox"/> Telephone <input type="checkbox"/> Fax <input type="checkbox"/> In-Person <input type="checkbox"/> Mail
<b>FOLLOW-UP</b>	DATE: ___/___/20__	<b>METHOD</b> (select all used):	<input type="checkbox"/> Email <input type="checkbox"/> Telephone <input type="checkbox"/> Fax <input type="checkbox"/> In-Person <input type="checkbox"/> Mail
<b>RESPONSE</b>	<input type="checkbox"/> No Response	<input type="checkbox"/> Not Bidding	<input type="checkbox"/> Bidding (\$_____) <input type="checkbox"/> Other (Explain)
<b>SELECTED</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No (Explain)	

<b>MWBE FIRM</b>		<b>CONTACT PERSON</b>	
<b>SCOPE OF WORK</b>			
<b>INITIAL CONTACT</b>	DATE: ___/___/20__	<b>METHOD</b> (select all used):	<input type="checkbox"/> Email <input type="checkbox"/> Telephone <input type="checkbox"/> Fax <input type="checkbox"/> In-Person <input type="checkbox"/> Mail
<b>FOLLOW-UP</b>	DATE: ___/___/20__	<b>METHOD</b> (select all used):	<input type="checkbox"/> Email <input type="checkbox"/> Telephone <input type="checkbox"/> Fax <input type="checkbox"/> In-Person <input type="checkbox"/> Mail
<b>RESPONSE</b>	<input type="checkbox"/> No Response	<input type="checkbox"/> Not Bidding	<input type="checkbox"/> Bidding (\$_____) <input type="checkbox"/> Other (Explain)
<b>SELECTED</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No (Explain)	

<b>MWBE FIRM</b>		<b>CONTACT PERSON</b>	
<b>SCOPE OF WORK</b>			
<b>INITIAL CONTACT</b>	DATE: ___/___/20__	<b>METHOD</b> (select all used):	<input type="checkbox"/> Email <input type="checkbox"/> Telephone <input type="checkbox"/> Fax <input type="checkbox"/> In-Person <input type="checkbox"/> Mail
<b>FOLLOW-UP</b>	DATE: ___/___/20__	<b>METHOD</b> (select all used):	<input type="checkbox"/> Email <input type="checkbox"/> Telephone <input type="checkbox"/> Fax <input type="checkbox"/> In-Person <input type="checkbox"/> Mail
<b>RESPONSE</b>	<input type="checkbox"/> No Response	<input type="checkbox"/> Not Bidding	<input type="checkbox"/> Bidding (\$_____) <input type="checkbox"/> Other (Explain)
<b>SELECTED</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No (Explain)	

SECTION 01 22 00  
UNIT PRICES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Delineation of measurement and payment criteria applicable to Work performed under Contract by the unit price payment method.

1.02 FIELD MEASUREMENT

- A. Take measurements and compute quantities for submittal of the monthly pay request unless specified otherwise in the measurement paragraphs as indicated in this Section.

1.03 CHANGE IN QUANTITIES

- A. Increase in the quantity of a bid item above what is indicated in the Bid Form shall only be made by a Change Order as required by the Contract Documents.
- B. A final adjusting Change Order shall be made for adjustment of the actual quantities installed prior to submittal of the final pay request.

1.04 GENERAL

- A. Items with a "(X)" in the title of the following bid items represents the size or depth as indicated on the Bid Form. Items with "(Mat'l)" in the title represents the material as indicated on the Bid Form.
- B. Method of measurement for the individual Bid Items shall be as specified below.
- C. Payment for each item shall be in accordance with the Contract Unit Price times the number of units installed in accordance with the Contract Documents.
- D. Work for each bid item shall include, but not be limited to, the work listed below, and the labor, materials, equipment, and services required and reasonably implied by the Contract Documents for a complete installation.
- E. Traffic Control will not be measured but should be included in the individual unit price items, as appropriate. This includes traffic control equipment, flagman, signage, moving control devices, and establishing detours with the City and NCDOT.
- F. Water: Work shall include disinfection.
- G. Sewer Service Pipe: Cleanouts shall be provided in accordance with NC building code.
- H. Payment: The first Application for Payment will be approved based on the utilities installed during the agreed upon payment period without testing. Subsequent Application for Payments shall not be approved by the Engineer unless utilities installed during the previous payment period have passed the specified tests and clean up and seeding is complete.

1.05 PAY ITEMS

- A. Water System Extensions

1. X" DI Water Main
  - a. Measurement: By the price per linear foot of water main installed, for restrained or unrestrained as shown on the Bid Schedule. Measure horizontally or from station to station as shown or indicated on the Drawings. No deduction will be made for space occupied by valves or fittings.
  - b. Work: The unit price provided shall be the only compensation for the complete installation and includes furnishing and installing all pipe and appurtenances and all other incidental work necessary to provide a complete and ready-to-use system, except for those pay items segregated on the Bid Form.
    - 1) Clearing and grubbing where necessary.
    - 2) Traffic control.
    - 3) Construction staking.
    - 4) Temporary removal and restoration/relocation or temporary support of, but not limited to, existing mail boxes, signs, fences, shrubs, plants, guard rails, power and telephone poles.
    - 5) Excavating, shoring and bracing where required, dewatering as required, installing, backfilling (including Class I material as specified for the pipe bedding, haunching, and initial backfill).
    - 6) Installation of warning / identification tape over utilities.
    - 7) Installation of tracer wire on non-metallic utilities.
    - 8) Temporary support and protection of existing underground facilities.
    - 9) Pipe, concrete blocking, connection to existing piping, and fittings 3-inch and smaller.
    - 10) Flushing and testing.
    - 11) Repair to damaged new and existing utilities.
    - 12) Cutting and removal of existing paved surfaces. Patching/repair of existing paved surfaces shall be paid as indicated in the paragraph, "Asphalt and Concrete Pavement Patching."
2. Ductile Iron Fittings
  - a. Measurement: By the pound, for restrained or blocked, as shown on the drawings. For 4-inch diameter fittings and larger, poundage shall be based on the number and type of fittings installed times the weight of each type of fitting. Fitting weights shall be derived from those provided in AWWA C110 for the applicable fitting type. Note that all accessories (including, but not limited to: bolts, nuts, glands, restraining type glands, or concrete thrust blocking) required for proper fitting installation shall be provided but shall not be included to determine weight for purposes of payment. A copy of the shipping invoice shall be provided to the Engineer/Owner's Representative and shall include an itemized list of fittings considered for payment. Note that fittings smaller than 4-inch diameter shall be included in the cost per linear foot of the utility installed.
  - b. Work: Complete installation of Ductile Iron Fitting.
3. X" Gate Valve and Box
  - a. Measurement: By the number furnished and installed.
  - b. Work: Valve, valve box, concrete setting pad and concrete top collar.

4. X" x X" Tapping Sleeve & Valve
  - a. Measurement: By the number furnished and installed.
  - b. Work: Tapping sleeve, valve, valve box, concrete setting pad and concrete top collar.
5. X" Water Service (same side)
  - a. Measurement: By number furnished and installed.
  - b. Work: Excavation, backfilling, and compacting, X-inch service pipe from main to right-of-way or the location as indicated on the Drawings, tap to main and service saddle, corporation stop, curb stop, connection of new service line and existing private side service line to meter setter in the meter box. If directed by the RPR, a new meter setter and/or meter box shall be installed by the Contractor and paid for under separate bid items.
6. X" Water Service (opposite side)
  - a. Measurement: By number furnished and installed.  
Work: Excavation, backfilling, and compacting, X-inch service pipe from main to right-of-way or the location as indicated on the Drawings, direct bore under road, tap to main and service saddle, corporation stop, curb stops, connection of new service line and existing private side service line to meter setter in the meter box as indicated by the resident project representative. If directed by the RPR, a new meter setter and/or meter box shall be installed by the Contractor and paid for under separate bid items. Contractor may install opposite side service through pavement areas by open cut in lieu of direct bore with Owner's approval, but no additional compensation will be made for installing by open cut.
7. Private Side Service Piping
  - a. Measurement: By the linear foot of pipe installed.
  - b. Work: Excavation, backfilling, and compacting, service pipe from private side of meter yoke to reconnection point with existing private side service piping as directed by Owner. Service pipe replacement shall match existing service pipe size and material, unless directed otherwise by Owner. Work shall only be performed where directed by the Owner due to field conditions and written approval obtained by the Contractor from the property owner for work outside of the right-of-way.
8. Meter Box Replacement
  - a. Measurement: By number furnished and installed.
  - b. Work: Complete installation of meter box and lid and proper removal and disposal of existing meter box and lid, if applicable. Work shall only be performed where directed by the Resident Representative.
9. Meter Setter Replacement
  - a. Measurement: By number furnished and installed.
  - b. Work: Complete removal and replacement of meter setter, rest existing meter, and connection of public and private side service lines. Work shall only be performed where directed by the Resident Representative.

10. Air Release Manhole w/ X" Valve
  - a. Measurement: By the number furnished and installed.
  - b. Work: Air release valve, pipe tap, and manhole (including stone base, frame and cover).
11. Fire Hydrant Assembly
  - a. Measurement: By the number furnished and installed.
  - b. Fire hydrant, hydrant tee, hydrant elbow, standpipe extension(s), concrete base, blocking, bridle rods and rod collars, the 6-inch gate valve (including valve box, concrete setting pad and concrete top collar) and 6-inch pipe from the water main to hydrant.
12. Abandon Existing X" Water Main
  - a. Measurement shall not be made for this item.
  - b. Work: Excavation, disconnecting, cutting, capping, crimping, plugging, bedding, concrete thrust blocking, removal of necessary materials, valve abandonment (including hydrant valve abandonment), water service abandonment (including meter and box removal for services being relocated), backfill, compaction, and seeding and mulching. Includes all hydrant leg abandonment. Includes caps, plugs, and appurtenances necessary for complete and safe abandonment of existing water mains and water main appurtenances. Valve box removal and fire hydrant assembly removal shall be paid under a separate bid item.
  - c. Payment: Payment shall be made to the Contractor as a lump sum payment upon completion of all existing water main abandonment work as shown on Drawings and specified in the Contract Documents.
13. Existing Valve Box Removal
  - a. Measurement: By the number furnished and installed.
  - b. Removal and disposal of existing valve box and cover on abandoned water line, excavation, concrete, backfill, compaction, and seeding and mulching.
14. Existing Fire Hydrant Assembly Removal
  - a. Measurement: By the number furnished and installed.
  - b. Work: Removal and disposal of existing fire hydrant including hydrant elbow, excavation, removal of existing valve box and cover, concrete, backfill, compaction, and seeding and mulching. Note grouting of existing hydrant leg shall be included in abandoned (X)-inch AC water line.
15. Concrete Collar
  - a. Measurement: By the number of furnished and installed.
  - b. Work: Labor, equipment, and material necessary to furnish and install flowable fill at the point of crossing between utility lines. The area between utilities shall be filled with a minimum 125-psi compressive strength, quick setting, excavatable flowable fill as shown on the Drawings.

**B. Sanitary Sewer System Extensions**

1. X" (Mat'l) Sanitary Sewer, by depth shown on Bid Form (X' - X')
  - a. Measurement: By the price per linear foot of sewer main installed. Measure pipe from center to center of manholes. No deduction will be made for space

occupied by manholes. Measure depth of pipe vertically from pipe invert to original grade.

- b. Work: The unit price provided shall be the only compensation for the complete installation and includes furnishing and installing all pipe and appurtenances and all other incidental work necessary to provide a complete and ready-to-use system, except for those pay items segregated on the Bid Form.
  - 1) Clearing and grubbing where necessary.
  - 2) Traffic control.
  - 3) Construction staking.
  - 4) Temporary removal and restoration/relocation or temporary support of, but not limited to, existing mail boxes, signs, fences, shrubs, plants, guard rails, power and telephone poles.
  - 5) Excavating, shoring and bracing where required, dewatering as required, installing, backfilling (including Class I material as specified for the pipe bedding, haunching, and initial backfill).
  - 6) Installation of warning / identification tape over utilities.
  - 7) Installation of tracer wire on non-metallic utilities.
  - 8) Temporary support and protection of existing underground facilities.
  - 9) Pipe, concrete blocking, connection to existing piping, and fittings 3-inch and smaller.
  - 10) Flushing and testing.
  - 11) Repair to damaged new and existing utilities.
  - 12) Cutting and removal of existing paved surfaces. Patching/repair of existing paved surfaces shall be paid as indicated in the paragraph, "Asphalt and Concrete Pavement Patching."
2. X' ID Manhole, Depth X' – X'
  - a. Measurement: By the number of various sizes and at the depth installed. Measure depths from manhole cover to lowest pipe invert.
  - b. Work: Excavating, backfilling, stone sub base, concrete sections as required for the depth, top adjusting rings, steps, pipe boots, and ring and cover (watertight and vented as indicated), piping for inside/outside drops, pipe supports, testing, and cleanup.
3. Abandonment of X" Sanitary Sewer
  - a. Measurement: By linear foot and size range of pipe regardless of depth. Measurement shall be along pipe centerline from center of manhole to center of manhole  
Work: Includes all work required for abandoning in place sanitary sewers by filling with a minimum 100 psi strength flowable fill material with flow characteristics appropriate for filling circular or irregular shaped pipes or conduits. This includes sheeting, bracing, excavation, dewatering, evacuating the existing pipe of all groundwater, water, sewage, disposing of the sewage properly and legally off-site, air venting or other means to ensure pipe is completely grouted, and permanent plugs in accordance with the Specifications and in conformity with the limits shown on the Contract Drawings.
4. Removal/Abandonment of Existing Manhole

- a. Measurement: By the number of each manholes removed (all types apply).
- b. Work: Includes the removal of manhole frame and cover. This item shall include backfilling the void created by manhole removal to grade with select backfill and removal and disposal of all manhole structure located above and below grade inclusive of all necessary labor, material, tools and equipment. Manhole shall be removed a minimum of 1-foot below grade or to first riser section sufficiently located below grade. This item shall also include plugging the pipe inverts with non-shrink grout a minimum of 6-inch thick, backfilling the abandoned sections with select backfill and providing a concrete cap a minimum of 6-inches thick.

### C. Sanitary Sewer System Rehabilitation

#### 1. X" Sanitary Sewer Replacement, Depth X' – X'

- a. Measurement: For sewer replacements over 10 feet in length. See Sewer Point Repairs for replacements less than 10 feet. Measure pipe from center to center of manholes. No deduction will be made for space occupied by manholes. Measure depth of pipe vertically from pipe invert to original grade.
- b. Work: Payment shall include but not be limited to (unless specifically noted otherwise on the Bid Form and this specification Section), the following:
  - 1) The length of existing sewer main to be replaced at any one location will vary from one pipe section to several 100 feet. For pipe replacements under 10 feet in length the pipe will be paid under "Sewer Point Repair."
  - 2) Bid item shall include the cost for mobilization and initial set up to a repair site.
  - 3) Clearing and grubbing where necessary.
  - 4) Temporary by-passing of sewer around the work area.
  - 5) Traffic control.
  - 6) Temporary removal and restoration or temporary support of, but not limited to, existing mail boxes, signs, fences, shrubs, plants (under 6 feet in height), guard rails, power and telephone poles.
  - 7) Excavating, shoring and bracing where required, dewatering as required, installing, backfilling (including Class I material as specified for the pipe bedding, haunching, and initial backfill).
  - 8) Installation of warning / identification tape over utilities.
  - 9) Temporary support and protection of existing underground facilities.
  - 10) Connection to existing or new manholes.
  - 11) Flushing, and testing.
  - 12) Repair to damaged new and existing utilities.
  - 13) Cutting and removal of existing paved surfaces. Patching of existing paved surfaces shall be paid as indicated in the paragraph, "Patching of Asphalt and Concrete Pavement."
  - 14) Grade disturbed areas to original surface profile prior to seeding.
  - 15) Clean up and seeding.

#### 2. Replace X' Exist. Manhole, Depth X' - X'

- a. Measurement: By the number of various sizes and at the depth installed. Measure depths from manhole cover to lowest pipe invert
- b. Work: Excavating, removal and offsite disposal of existing manhole, backfilling, stone sub base, concrete sections as required for the depth, top adjusting rings, steps, pipe boots, and ring and cover.



3. X" Sanitary Sewer Liner
  - a. Measurement: By the price per linear foot of pipe lined. Measure along the centerline of the pipe being lined from center to center of manholes. No deduction will be made for space occupied by manholes.
  - b. Work: Payment shall include but not be limited to (unless specifically noted otherwise on the Bid Form and this specification Section), the following:
    - 1) Traffic control.
    - 2) Setup of equipment.
    - 3) Required by-pass pumping of sewage as necessary for work to proceed.
    - 4) Cleaning of the existing sewer main with removal and proper disposal of debris.
    - 5) Removal of line obstructions as necessary. Saw cut protruding service laterals flush with existing sewer.
    - 6) Post TVing. Pre-TV is paid for under "Sewer Line Cleaning and TV Inspection"
    - 7) Provide and install liner.
    - 8) Provide seal between liner and host pipe at manhole entrances.
    - 9) Open active sewer services.
    - 10) Clean up after completion of work
4. X" Sanitary Sewer UV Liner (Dwg C20)
  - a. Measurement: By the price per linear foot of pipe lined. Measure along the centerline of the pipe being lined from center to center of manholes. No deduction will be made for space occupied by manholes.
  - b. Work: Payment shall include but not be limited to (unless specifically noted otherwise on the Bid Form and this specification Section), the following:
    - 1) Traffic control.
    - 2) Setup of equipment.
    - 3) Required by-pass pumping of sewage as necessary for work to proceed.
    - 4) Cleaning of the existing sewer main with removal and proper disposal of debris.
    - 5) Removal of line obstructions as necessary. Saw cut protruding service laterals flush with existing sewer.
    - 6) Post TVing. Pre-TV is paid for under "Sewer Line Cleaning and TV Inspection"
    - 7) Provide and install liner.
    - 8) UV Lining only for the work shown on Dwg C20, while the rest of the lining work will be paid for under Line Item 3, 8" Cured-In-Place Pipe Liner.
5. Sewer Line Cleaning and TV Inspection
  - a. Measurement: Measure by the linear foot of pipe cleaned and inspected. Measure along the centerline of the pipe from center to center of manholes.
  - b. Work: Shall include, but not be limited to (unless otherwise specifically noted otherwise on the Bid Form and this specification section) the following;
    - 1) All labor, materials, equipment necessary to clean and televise the existing sewers, accessing manholes for inspection, oral and written documentation of discovered services, and determining accurate location of sewer services on the surface.
    - 2) Bypass pumping.
    - 3) Flushing the line as necessary for inspection.

- 4) Collection and proper disposal of cleared sediments, grease, debris, and any other material removed from the cleaning.
- 5) Safety measures and traffic control.
- c. Payment: Shall be made once, regardless of the number of attempts.

6. Replace Sanitary Sewer Service

- a. Measurement: By the number furnished and installed.
- b. Location of existing sewer service, excavating, backfilling, and compacting, new 4 inch or 6-inch service pipe from existing pipe to new main, direct bore under road as required, tap to new main with service saddle. Provide fittings as necessary. Abandonment of existing sewer service. Contractor may install opposite side service through pavement areas by open cut in lieu of direct bore with Owner's approval, but no additional compensation will be made for installing by open cut.

D. Miscellaneous

1. Mobilization (max 3% of total base bid)
  - a. Measurement shall not be made for this item.
  - b. Work: To include administrative cost including, but not limited to, mobilization, bonds, insurance, video inspections, shop drawing submittal, as-built documentation/surveys, and construction trailers. This shall also include mobilization of construction equipment onto the project site prior to commencing construction. General office administration for the Project construction shall be included in the individual unit price items.
  - c. Bid Price for Mobilization shall not exceed 3 percent of the total base bid. Half of the mobilization may be requested on the first pay request and the remainder on the second.
2. Clean Up and Seeding
  - a. Measurement shall not be made for this item.
  - b. Work: Shall include the full width of the disturbed area for the cleanup and seeding along pipeline construction. Work shall include, but not be limited to, removal and proper disposal of debris and excess material, grading disturbed areas to original surface profile prior to trench excavation, cleaning of paved surfaces, proper seeding of disturbed areas including mulching, obtaining approval of cleanup from owner of right-of-way, and soil amendments (fertilizer/lime).
  - c. Total Contract Price of cleanup and seeding must be equal to a minimum of ten (10) percent of the total cost of pipeline work.
3. Allowance for 3<sup>rd</sup> Party Vibration Monitoring and Soil Compaction Testing.
  - a. Measurement shall not be made for this item.
  - b. An allowance has been established for testing (i.e., soil compaction testing and vibration monitoring above normal monitoring by Contractor) as required in these contract documents. Allowance has also been established to defer selection of actual services to a later date when additional information is available for evaluation. This allowance shall only be utilized upon request by the Owner for these testing/monitoring services.
  - c. Prior to testing, Contractor shall submit the contract between the testing firm and Contractor to the Owner for approval. Where services are requested by

Owner, Contractor shall submit invoices to show actual cost of services for use in fulfillment of allowance.

- d. Payment for allowance shall be for actual invoices for third party services plus up to 5 percent of cost of the services as compensation for
4. Asphalt Roadway Patching
    - a. Measurement: Measure by the square yard along centerline of roadway cut times the pipe bell OD plus four (4) feet. Payment shall not be made for pavement repair required due to excessive open cut caused by Contractor.
    - b. Work: Backfilling, compacting, stone sub-base, asphalt at the depths as specified
  5. Curb Replacement
    - a. Measurement: By the linear foot of curb replaced, measured along the curb at water main crossings. A maximum of 10 feet will be paid for each curb crossed by a water main 4-inch or larger.
    - b. Work: Removal of existing curb, excavation and preparation of subgrade, forming, concrete placement and finishing, curing, and backfill and restoration of disturbed areas.
  6. X" Storm Drain Replacement
    - a. Measurement: Per linear foot by and the diameter listed on the bid schedule. Measurement shall be along pipe centerline from center of structure to center of structure. Unless otherwise specified on the Bid Form, the replacement material shall be reinforced concrete pipe. Removal and disposal shall be of any type of material.
    - b. Work: Includes the cost for excavation, removal of existing pipe, bedding stone, shoring, disposal of existing pipe, removal and disposal of excess unsuitable material off site, installation of proposed drainage pipe, installation of concrete collars, grading, backfilling, dewatering, compaction and all other work required for a complete installation as shown on the Contract Drawings or as directed by the Engineer. No separate payment will be made for removal of concrete collars that may exist on the portion of the drain pipe to be removed.
  7. Tree Protection Fencing
    - a. Measurement: By the price per linear foot along the base of the tree protection fencing furnished and installed.
    - b. Work: Posts, fabric, signs, maintenance during construction, removal and cleanup.
  8. Tree Removal
    - a. Measurement: Lump sum payment to remove trees and grub within right-of-way and City of Raleigh easement as indicated on drawings UF-1 through UF-10.
    - b. Work: Includes, but not limited to, cutting and removing trees from site, crane, removing stumps, removing and disposing of logs, brush, and debris from area, restoring site to pre-construction conditions, seeding, soil for stump hole, and all labor and equipment, and material required for complete tree removal.

9. Silt Fence
  - a. Measurement: by the price per linear foot along the base of the silt fence installed.
  - b. Work: Posts, wire mesh, fabric, base trench, stone, and maintenance during construction, removal and clean up.
10. Silt Fence Outlet
  - a. Measurement: By number furnished and installed.
  - b. Work: Excavation, washed stone, fencing, maintenance during construction, and final removal and cleanup.
11. Inlet Protection
  - a. Measurement: By number furnished and installed.
  - b. Silt fence installation with #5 washed stone, maintenance during construction, and final removal and clean up.
12. Undercut of Unstable Pipe Foundation
  - a. Measurement: By the price per cubic yard along the centerline of the trench times the undercut depth below the pipe bedding as approved by Engineer times the pipe bell OD plus four (4) feet. Measure unstable soils at manholes on the maximum basis of 1-foot greater diameter than the outside diameter of the manhole (excluding extended base) and a depth as approved by the Engineer. Measurement shall be based on the actual quantities removed but not exceeding the maximum specified trench dimensions. Take measurements in the presence of the Engineer. Maintain daily log sheets of measured quantities. Log sheets must be signed by Engineer and submitted with payment request. Payment shall not be made for quantities that have not been field verified by the Engineer.
  - b. Work: Complete removal and disposal of unstable soil including, but not limited to, excavating, loading, hauling, properly disposing of excavated material, and providing stone for backfill. Providing stone material for backfilling shall include, but not be limited to, material, loading, hauling, placing and compacting.
13. Select Backfill
  - a. Measurement: By the price per cubic yard along the centerline of the trench times the trench depth times the pipe bell OD plus four (4) feet. Take measurements in the presence of the Engineer. Maintain daily log sheets of measured quantities. Log sheets must be signed by Engineer and submitted with payment request. Payment shall not be made for quantities that have not been field verified by the Engineer.
  - b. Work: Complete removal and disposal of unstable soil including, but not limited to, excavating, loading, hauling, properly disposing of excavated material, and providing material for backfill. Providing select fill material for backfilling shall include, but not be limited to, material, loading, hauling, placing and compacting.

14. Rock Excavation
- a. Measurement: By the price per cubic yard as follows:
    - 1) Pipe: Measure along the centerline of the trench, times the depth from the top of rock profile to the specified depth below the pipe, times the pipe bell OD plus four (4) feet.
    - 2) Structure: Measure two (2) feet beyond the outside wall of the structure (excluding extended base) and to a depth of one foot greater than the bottom of the structure.
    - 3) Tunneling and Boring Launch/Receive Pits: Maximum pit dimensions of 40' x 20' or as noted on the plans.
    - 4) General: Take measurements in the presence of the Engineer. Maintain daily log sheets of measured quantities. Log sheets must be signed by the Engineer and submitted with payment request. Payment shall not be made for quantities that have not been field verified by the Engineer.
  - b. Work: Complete removal and disposal of excavated rock material including, but not limited to, drilling, blasting, monitoring, excavating, loading, hauling, and properly disposing of excavated material. Providing specified material for backfilling shall include, but not be limited to, material, bedding material, loading, hauling, placing and compacting.
15. Rock Excavation by Mechanical Methods
- a. Measurement: By the price per cubic yard as follows:
    - 1) Pipe: Measure along the centerline of the trench, times the depth from the top of rock profile to the specified depth below the pipe, times the pipe bell OD plus four (4) feet.
    - 2) Structure: Measure two (2) feet beyond the outside wall of the structure (excluding extended base) and to a depth of one foot greater than the bottom of the structure.
    - 3) Tunneling and Boring Launch/Receive Pits: Maximum pit dimensions of 40' x 20' or as noted on the plans.
    - 4) General: Take measurements in the presence of the Engineer. Maintain daily log sheets of measured quantities. Log sheets must be signed by the Engineer and submitted with payment request. Payment shall not be made for quantities that have not been field verified by the Engineer.
  - b. Work: Mechanical removal of rock shall be as described above for Excavation with the exception of blasting.
16. Restoration of Lawn
- a. Measurement shall not be made for this item.
  - b. Work: All labor, equipment, and material necessary to furnish and install lawn grass in disturbed areas throughout the project area. Lawn grass shall be restored to equal to or better than preconstruction condition with the same species of grass in the immediate vicinity of the grass to be restored. Restoration method shall depend on the grass type and shall be seed and straw for cool season grasses and sodding for warm season grasses.
17. Concrete Washout
- a. Measurement: By the number of each installed
  - b. Work: All equipment, material, and labor to install, maintain, cleanout, and remove the washout pit. The work shall be inclusive of excavation, grading,

liner, stone, signage, and erosion control measures. Maintenance shall include removal of excess material in sump, reshaping sump, replacing stone, and repairing liner.

- c. Payment: Will be made for each concrete washout pit installed. Retainage may be held prior to final payment until all concrete washout pits are removed from the site.

18. Asphalt Driveway Cut and Repair

- a. Measurement: By the number of square yards installed with a minimum of 6" compacted ABC and 2" of SF9.5A asphalt.
- b. Work: All cost required to successfully replace asphalt driveway removed or damaged during construction. This shall include the cost for cutting and removing the existing asphalt, prepping the subgrade, installing stone and asphalt pavement, and clean up. The asphalt shall be replaced from the connection point with the road surface a least one foot beyond the outer edge of the trench cut or asphalt damage, whichever results in a wider replacement. The contractor will be paid at the unit price for the square yards measured from the connection with the road surface to one foot beyond the outer edge of the trench cut and will not be paid for additional asphalt replacement due to damage
- c. Payment: Will be made once the asphalt driveway is completely repaired to the satisfaction of the Owner.

19. Concrete Driveway Cut and Repair

- a. Measurement: By the number of square yards installed with a minimum thickness of 6".
- b. Work: all cost required to successfully replace concrete driveway removed or damaged during construction. This shall include the cost for cutting and removing the existing concrete, prepping the subgrade, forming and pouring the new concrete, installing joints as necessary, and cleanup. The concrete shall be replaced from the connection point with the road surface to the closest existing joint in the driveway on the opposite end. The Contractor will not be paid for concrete replaced outside these specified limits due to excessive damage as determined by the Owner and Engineer.
- c. Payment: Will be made once the concrete driveway is completely repaired to the satisfaction of the Owner.

20. Contingency Allowance

- a. Measurement: Measurement shall not be made for this item.
- b. Work: An allowance has been established for work including labor, material, and equipment required to address unforeseeable conditions or additional work where directed by the Owner. Any cost incurred from a third party will be supported by an invoice and provided to the Owner. At the completion of the project, any remaining portion of this allowance shall be deducted from the Contract Price.

E. Alternate Bid No.1

1. 8" Sanitary Sewer UV Liner (All Dwgs)

- a. Measurement: By the price per linear foot of pipe lined. Measure along the centerline of the pipe being lined from center to center of manholes. No deduction will be made for space occupied by manholes.
- b. Work: Payment shall include but not be limited to (unless specifically noted otherwise on the Bid Form and this specification Section), the following:
  - 1) Traffic control.
  - 2) Setup of equipment.
  - 3) Required by-pass pumping of sewage as necessary for work to proceed.
  - 4) Cleaning of the existing sewer main with removal and proper disposal of debris.
  - 5) Removal of line obstructions as necessary. Saw cut protruding service laterals flush with existing sewer.
  - 6) Post TVing. Pre-TV is paid for under "Sewer Line Cleaning and TV Inspection"
  - 7) Provide and install liner.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

automatically placed in service.

D. The following table identifies bypass pump requirements.

Location (Stationing is Approximate)	Manhole Diameter (FT)	Sewer Diameter (IN)	Peak Wet Weather Flow (GPM)	Speed (Constant or Variable)
Barclay Dr (Sta 0+00 to Sta 2+50)	4	8	2	Constant
Barclay Dr (Sta 4+00 to Sta 9+50)	4	8	9	Constant
Barclay Dr (Sta 12+00 to Sta 20+25)	4	8	13	Constant
Barclay Dr (Sta 20+25 to Sta 26+40)	4	8	6	Constant
Lakeside Dr (Sta 30+25 to Sta 48+75)	4	8	27	Constant
Norman Pl (Sta 2+00 to Sta 9+75)	4	8	7	Constant
Norman Pl (Sta 11+25 to Sta 24+75)	4	8	20	Constant
Jeffries St (Sta 0+00 to Sta 11+50)	4	8	14	Constant

- E. Peak wet weather flows are estimated. In some instances, the Owner may have additional data that defines diurnal variations and this information can be made available to the Contractor, if requested. The Contractor shall verify peak wet weather flow prior to bypass pumping plan submittal.
- F. The temporary Bypass Pumping System shall be monitored continuously (24 hours per day, 7 days per week) during operation by an on-site representative of the Contractor trained and certified by the pump supplier.
- G. Install, test and maintain telemetry to monitor operation of the pumps and manhole water levels. The telemetry system shall first notify the Contractor's local representative designated to monitor the pumps, then other individuals so designated by the Contractor and finally up to two individuals so designated by the Owner. The telemetry system does not replace the requirement for continuous on-site monitoring.
- H. Primary pumps shall be equipped with noise reduction features that limit the noise output to 70 dbA at 30 feet from the equipment. Backup pumps do not have to be critically silenced.
- I. Provide pressure and vacuum gauges on the suction and discharge headers.

#### 1.09 SPECIAL PRECAUTIONS

- A. Contractor is responsible for fines levied on Owner by State, Federal, and/or other agencies due to spills caused by failure of temporary pumping systems.
- B. Provide barriers in all locations where temporary pumps, pipe and other accessories are located in roadways, driveways and other vehicle-accessed areas.
- C. When overnight pumping is necessary, provide security fencing to prevent tampering when not located within a secured area or continuously monitored by