

REQUEST FOR PROPOSALS
New Hanover County Government Center
Rear Parking Lot Improvements
RFB # 15-0341



PROPERTY MANAGEMENT DEPARTMENT

COUNTY COMMISSIONERS

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NEW HANOVER COUNTY, WILMINGTON, NC

REQUEST FOR PROPOSALS

REAR PARKING LOT IMPROVEMENTS

RFB # 15-0341

Pursuant to NC General Statute 143-131, informal bids addressed to Kevin Caison, Facilities Project Coordinator, New Hanover County Property Management, 200 Division Drive, Wilmington, North Carolina 28401 and marked “**Government Center Rear Parking Lot Improvements -RFB # 15-0341**” will be accepted until **5:00 P.M. EST, Monday May 18th, 2015.**

Bids under this section are not subject to public inspection until after award and execution of contract; therefore, there will be no public bid opening.

Bidders must be properly licensed under Chapter 87 of the North Carolina General Statutes.

Instructions for submitting proposals and complete requirements and information may be obtained by visiting the County’s website at <http://www.nhcgov.com/business-nhc/bids>.

The New Hanover Property Management Department and the Board of County Commissioners reserves the right to accept or reject any or all proposals and to make the award that will be most advantageous to the County.

Lena L. Butler, Purchasing Supervisor
New Hanover County
(910) 798-7190

Released: Wednesday, May 6, 2015

Section 2 Instructions and General Conditions

2.1 Schedule

Advertisement	<i>Wednesday, May 6, 2015</i>
Pre-bid conference	<i>Monday, May 11, 2015 at 10:00 AM EST</i>
Deadline for Questions	<i>Wednesday, May 13, 2015 at 5:00 PM EST</i>
Answers provided	<i>Thursday, May 14, 2015 by 5:00 PM EST</i>
Deadline for Receipt of Bids	<i>Monday, May 18, 2015 at 5:00 PM EST.</i> New Hanover County Finance Office 230 Government Center Drive, Suite 165 Wilmington, North Carolina 28403
Proposed Date of Award	<i>Monday, June 1, 2015</i>

2.2 Preparation of Bid Proposal

2.2.1 Completion of Bid Proposal: Bidders are instructed to submit one (1) original and two (2) clearly identified copies of their bid proposal.

Bidders are expected to examine the specifications, schedule, and all instructions. Failure to do so will be at the Bidder's risk. Each bidder shall furnish the information required by the bid form. Bids must be on the bid form contained in this bid package.

All prices and notations shall be written in ink or typed. Discrepancies between words and numerals will be resolved in favor of words. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Changes or corrections made on the Bid should be initialed by the individual signing the bid. No corrections will be permitted once bids have been opened.

2.2.2 Required Specifications: Bidder's bid shall be in strict accordance with the County's specifications. The Property Management Department and the Board of County Commissioners reserves the right to reject any and all proposals deemed non-responsive to the requirements set forth in the RFB.

2.2.3 Deviations: New Hanover County reserves the right to allow or disallow minor deviations or technicalities should the County deem it to be to the best interest of the County. New Hanover County shall be the sole judge of what is to be considered a minor deviation or technicality.

2.2.4 Warranties

2.2.4.1 Bidder warrants that all goods furnished shall be free from all defects, and shall conform in all respects to the technical specifications established by the County.

2.2.4.2 If the County's specifications include a statement of the particular purpose for which the goods will be used, the goods offered by bidder shall be fit for this purpose.

2.2.5 Pre-bid Conference: All Bidders are encouraged to attend a Pre-bid conference held at 230 Government Center Drive at 10:00am on Monday May 11th. The meeting will convene in the Northeast corner of the parking lot Close to Home Depot.

2.3 Submission of Bid Proposal

2.3.1 Bonds: A bid bond is not required; however, due to the nature of this project, performance and payment bonds may be required.

2.3.2 Bid Proposals: All bid proposals in response to this RFB shall be delivered to the address listed below. Any proposal arriving after the deadline will not be accepted and will not be considered. Bidders are instructed to submit one (1) original and two (2) clearly identified copies of their proposal in a sealed envelope properly marked "**Government Center Rear Parking Lot Improvements - RFB # 15-0341**" and shall be addressed to County at the following address:

New Hanover County Property Management
Attn: Kevin Caison, Facilities Project Coordinator
200 Division Drive
Wilmington, NC 28401

Delivery of Proposals to the proper individual is the sole responsibility of the Bidder. Proposals are due Monday, **May 18, 2015 at 5:00 PM.**

2.3.3 Unacceptable Bids: Bids submitted via telegraph, facsimile (FAX), telephone, and electronic means, including but not limited to e-mail, in response to the Invitation for Bids will not be acceptable.

- 2.3.4 Quality:** Items offered must at least meet specifications called for and must be of quality which will adequately serve the use and purpose for which it is intended.
- 2.3.5 Description:** Bidders must furnish with their bid detailed descriptive literature and general specifications and other pertinent data necessary for evaluation of their bid, if required. Samples of items, when required, must be submitted within the time specified, and unless otherwise specified by the County at no expense to the County.
- 2.3.6 Signature Required:** Please be sure to sign your bid. Failure to sign bid prior to submittal shall render bid invalid.
- 2.3.7 Late Bids:** Late bids will not be accepted. It is the responsibility of the Bidder to have the bid in the office specified in the RFB by the time and date noted.

2.4 Communication

- 2.4.1 Questions & Point of Contact:** After the bid issue date, all communications between the County and prospective Bidders regarding this bid request shall be in writing. Any inquires, requests for interpretation, technical questions, clarification, or additional information shall be directed to **Kevin Caison with NHC by email – kcaison@nhcgov.com** . All questions concerning this bid shall reference the bid number, section number and paragraph. Questions and responses affecting the specifications of the bid will be provided by issuance of an Addendum. **All questions shall be received no later than 5:00 P.M., EST, Wednesday May 13, 2015.**
- 2.4.2 Restrictions:** Bidders may not have communications, verbal or otherwise, concerning this RFB with any personnel or boards from New Hanover County, other than the person listed in this section. If any vendor attempts any unauthorized communication, the proposal will be rejected.
- 2.4.3 Addenda:** All Bidders who intend to submit a proposal on this project should send an email to kcaison@nhcgov.com including pertinent contact information. This will ensure that you receive all addenda issued for this RFB; if applicable.

2.5 Material and Workmanship

All equipment furnished will be guaranteed to be new and of current manufacture, to meet all requirements of these specifications, and to be ready for use at time of delivery. All workmanship will be of high quality and accomplished in a professional manner so as to insure that the equipment is functional.

2.6 Trade Secret Confidentiality

According to General Statutes 132 - 1.2, trade secrets contained in a bid may be kept confidential if the bidder, at the time the bid is submitted, designates the secret and requests that it be kept confidential. This right of privacy will be construed as narrowly as possible to protect the interests of the Bidder while attempting to maximize the availability of information to the public.

2.7 Withdrawal of Bids

Bidders may withdraw or withdraw and resubmit their proposal at any time prior to the closing time for receipt of proposals. NO proposal may be withdrawn after the scheduled closing time for receipt of proposals for a period of ninety (90) days.

2.8 Bid Award

The award of any contract resulting from this bid will be made to the lowest responsible bidder, taking into consideration quality, performance and time specified in the bid for the performance of the contract. In the event the lowest responsible, responsive bid is in excess of the funds available for the project, the County may enter into negotiations with the lowest responsible, responsive bidder and may make reasonable changes in the plans and specifications to bring the price within the funds available for the project and award the bid. If such negotiations prove to be unsuccessful, the County will re-advertise the project after making such changes in the plans and specifications as may be necessary to bring the cost of the project within the funds available. New Hanover County reserves the right to reject all bids received in response to this Request for Bids (RFB).

The Successful Bidder(s) will be a Contractor familiar with this type of work and who has the necessary equipment and personnel to perform the work within the time specified.

2.9 Ownership of Documents

All material received in response to this RFB shall become the property of the County and will not be returned to the vendors.

2.10 Taxes

- a. Federal excise taxes do not apply to materials entering into state work (Internal Revenue Code, Section 3442(3)).
- b. Federal transportation taxes do not apply to materials entering into state work (Internal Revenue Code, Section 3475(b) as amended).
- c. North Carolina sales tax and use tax, as required by law, do apply to materials entering into state work and such costs shall be included in the bid proposal and contract sum.

- d. Local option sales and use taxes, as required by law, do apply to materials entering into state work as applicable and such costs shall be included in the bid proposal and contract sum.

- e. **Accounting Procedures for Refund of County Sales & Use Tax**

Amount of county sales and use tax paid per contractor's statements:

Contractors performing contracts for New Hanover County shall give the County a signed statement containing the information listed in G.S. 105-164.14(e).

The Department of Revenue has agreed that in lieu of obtaining copies of sales receipts from contractors, an agency may obtain a certified statement from the contractor setting forth the date, the type of property and the cost of the property purchased from each vendor, the county in which the vendor made the sale and the amount of local sales and use taxes paid thereon. If the property was purchased out-of-state, the county in which the property was delivered should be listed. The contractor should also be notified that the certified statement may be subject to audit.

In the event the contractors make several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, the counties, and the county sales and use taxes paid thereon.

Name of taxing county: The position of a sale is the retailer's place of business located within a taxing county where the vendor becomes contractually obligated to make the sale. Therefore, it is important that the county tax be reported for the county of sale rather than the county of use.

When property is purchased from out-of-state vendors and the county tax is charged, the county should be identified where delivery is made when reporting the county tax.

Such statement must also include the cost of any tangible personal property withdrawn from the contractor's warehouse stock and the amount of county sales or use tax paid thereon by the contractor.

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

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

2.11 Minority Participation

For construction contracts with a value of less than \$300,000, the County has the responsibility to make a good faith effort to solicit minority bids and to attain our 10% goal. To assist the County with this goal, the bidder will make good faith efforts to subcontract with individuals who are minorities to include women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

2.12 Equal Opportunity

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

The Proposer agrees not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Proposer agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

Pursuant to GS 143-48, New Hanover County invites and encourages participation in this procurement process by businesses owned by minorities, women, and handicapped.

2.13 Responsibility of Compliance with Legal Requirements

The bidder's products, service and facilities shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards or any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in the bid documents.

2.14 Indemnity

Bidders shall indemnify and hold the County, its agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of personal injuries or death or on account of property damages arising out of or relating to the work to be performed by Vendor hereunder, resulting from the negligence of or the willful act or omission of Vendor, his agents, employees and subcontractors.

2.15 Insurance.

Before commencing any work, the Bidder shall procure insurance in his/her name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed in this RFB. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the Bidder, his agents, representatives, employees, or subcontractors, whether such operations are done by himself/herself or anyone directly or indirectly employed by him/her.

2.15.1 Workers Compensation and Employers Liability Insurance.

Covering all of the Bidder's employees to be engaged in the work under this contract, providing the required statutory benefits under North Carolina Workers Compensation Law, and employer's liability insurance providing limits at least in the amount of \$500,000/500,000/100,000 applicable to claims due to bodily injury by accident or disease.

2.15.2 Commercial General Liability.

Including coverage for independent contractor operations, contractual liability assumed under the provisions of this contract, products/completed operations liability and broad form property damage liability insurance coverage. Exclusions applicable to explosion, collapse and underground hazards are to be deleted when the work involves these exposures. The policy shall provide liability limits at least in the amount of \$1,000,000 per occurrence, combined single limits, applicable to claims due to bodily injury and/or property damage. New Hanover County shall be named as an additional insured under this policy.

2.15.3 Contractor's Business Automobile Liability Insurance.

Covering all owned, non-owned and hired vehicles, providing liability limits at least in the amount of \$1,000,000 per occurrence combined single limits applicable to claims due to bodily injury and/or property damage.

2.16 Addendum

The bid package constitutes the entire set of bid instructions to the bidder. The County shall not be responsible for any other instructions, verbal or written, made by anyone. Any changes to the specifications will be in the form of an Addendum.

2.17 Compliance with Bid Requirements

Failure to comply with these provisions or any other provisions of the General Statutes of North Carolina will result in rejection of bid.

2.18 Costs of Bid Proposals

The cost for developing the proposals will be borne by the Bidders. New Hanover County is not liable for any costs incurred by bidders in the preparation and presentation of proposals, and demonstrations submitted in response to this RFB, or for travel costs for site visits to New Hanover County.

2.19 Right to Reject Bid Proposals

The Property Management Department and the Board of County Commissioners reserves the right to accept or reject any or all bid proposals and to make the award that will be most advantageous to the County.

Section 3 Purpose

This request for bids (RFB) is issued by New Hanover County's Property Management Department to solicit b from interested CONTRACTORS who wish to be considered for making improvements to the rear parking lot at 230 Government Center Drive per the engineered plans by Right Angle Engineering, P.C.

Your bid proposal shall include the following:

- Detailed statement of work to complete all of the work outlined in the plans and specifications by Right Angle Engineering, P.C.
- Project management timeline for installation and related services for the proposed improvements
- Warranty and warranty support service for proposed improvements;

Section 4 Technical Specifications

See attached New Hanover County Government Center Rear Parking Lot Improvements Plans and Specifications by Right Angle Engineering, P.C.

Section 5 Bid Proposal Form

**REQUEST FOR PROPOSALS
REAR PARKING LOT IMPROVEMENTS
RFB # 15-0341**

Deadline for Receipt of Bids: 5:00 P.M. EST, Monday, May 18, 2015

5.1 Contract Price: The contractor shall be paid on the basis of a Lump Sum Price of installed work based on the bid documents, technical specifications and engineered plans by Right Angle Engineering, P.C. The contractor hereby bids:

Total Lump Sum Base Bid: _____ (use words)

Alternate Price #1: To provide 1" SF9.5A Asphalt overlay in rear parking lot in lieu of sealcoating the existing pavement.

Total (add) or (deduct) Price to the Base Bid: _____ (use words)

5.2 Notice to Proceed

The undersigned, if awarded the bid, hereby agrees to execute a contract with New Hanover County in the form specified after the award and to begin the process of providing the Recording System as specified in this bid upon receipt of a Purchase Order issued by New Hanover County and the fully executed contract.

5.3 Addendum

Receipt of the following Addendum is acknowledged:

Addendum No. _____ Date _____, 2015

5.4 Bidder Information

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered

into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The bidder further declares that he has examined the site of the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed.

The undersigned, as bidder, proposes and agrees if this bid is accepted, to contract with the New Hanover County for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete accordance with plans, specifications, and contract documents, and to the full and entire satisfaction of the New Hanover County.

Please check as appropriate and complete the items below.

- The Bidder is:
 An Individual
 A Partnership between: _____
 A Joint Venture consisting of: _____
 A Corporation organized under the laws of the State of _____

Signature and Date of Representative	
NAME AND TITLE:	
COMPANY:	
ADDRESS:	
TELEPHONE:	
EMAIL:	

5.5 Contractor Payment Procedures:

5.5.1 Submittal & Payment Processing: Contractor shall submit Application for Payment to the Engineer of Record for certification that all work has been completed as outlined in the plans and specifications. The engineer will submit the pay application to the County Project Manager for approval and payment processing.

5.5.2 Progress Payments; Retainage: There will be **No Progress Payments** for this project. Upon Substantial Completion (certified by the Engineer of Record), the Owner shall pay a single payment to the Contractor for **95% of the Work Completed.**

5.5.3 Final Payment: Upon final completion and acceptance of the work by the Engineer of Record and the County Project Manager the owner shall pay the remainder of the Contract Price to the Contractor.

5.5.4 Substantial Completion/Final Completion: The work shall be Substantially Complete within **30 Days of the Notice To Proceed** and Final Completion within **45 Days of the Notice To Proceed.**

5.5.5 Liquidated Damages: Contractor and Owner recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the Work is not completed within the time(s) specified in paragraph **5.5.4** above plus any extensions allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty), the Contractor shall pay the Owner **\$200.00 for each day** that expires past the established Substantial Completion Date until the Work is Substantially Complete. After Substantial Completion if the Contractor neglects, refuses, or fails to bring the Work to Final Completion within the time specified from the Notice To Proceed the Contractor shall pay the Owner **\$200.00 for each day** that expires past the established deadline for Final Completion until the Work is completed and ready for Final Payment.

NEW HANOVER COUNTY GOVERNMENT CENTER
NORTH LOT PARKING UPGRADE

NEW HANOVER COUNTY, NC

TECHNICAL SPECIFICATIONS

April 2015

Prepared by

Right Angle Engineering, P.C.

212 Princess Street
Wilmington, North Carolina 28401
**NEW HANOVER COUNTY GOVERNMENT CENTER
NORTH LOT PARKING UPGRADE**

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SECTION 01010

SUMMARY OF WORK

1. GENERAL

1.1 RELATED DOCUMENTS

- A. **Site Plans – Cover Sheet**
 - C1 – Existing Conditions
 - C2 - North Parking Lot Site Plan
 - L1 - Landscape Plan
 - D1 - Details
 - D2 - Details

1.2 WORK COVERED BY CONTRACT DOCUMENTS

1.2.1 The Project consists of prepping existing pavement, asphalt overlays, full depth patching, edge work, and driveway reconstruction.

- 1. **Project Location: New Hanover County Government Center**
- 2. **Owner: New Hanover County**

1.2.2 Contract Documents, dated April 8, 2015 were prepared for the Project by Right Angle Engineering, P.C., 212 Princess Street, Wilmington, NC 28401, (910) 251-8544.

1.2.3 The Project shall include asphalt removal, concrete curb and gutter, full depth cut and patching, landscaping, sealcoating, striping, and as an alternate asphalt pavement overlay. Contractor shall also grade, seed, and mulch all other disturbed areas.

1.2.4 The Work will be constructed under a single informal bid prime contract. The Contract will be for general construction of site grading. Contractor shall provide all labor, materials, equipment, fuel, and accessories necessary to complete the Work.

1.2.5 Contractor shall be responsible for stake-out of their Work.

1.3 WORK SEQUENCE

1.3.1 The Work shall be conducted in an orderly manner by the Contractor. The Contractor shall employ sufficient number of construction crews such that each area of construction shall be complete including installation, clean-up, and restoration within 30 days of notice to proceed. Contractor shall take necessary steps to adhere to the North Carolina Sediment Erosion Control rules and prevent off site sedimentation. Under no condition, Contractor shall discharge any materials to the waters of the State of North Carolina.

1.3.2 Contractor shall submit construction plan documenting the method of Work. Work shall not commence until construction plan is approved by Engineer.

END OF SECTION

SECTION 02200 - EARTHWORK

1.1 GENERAL

- A. Contractor shall furnish all labor, materials, tools, equipment and perform all work and services necessary for or incidental to the furnishing and installation complete of all operations in connection with Earthwork as shown on the Drawings and as specified in accordance with provisions of the Contract Documents, and completely coordinated with work of other trades.
- B. Prior to the commencement of the earthwork, the contractor shall become thoroughly familiar with the site, the site conditions, and all portions of the work specified in this section.

1.2 **WORK INCLUDED.** Perform site preparation, excavation, filling and grading of all materials encountered and to the depths required to complete the work as shown on the Drawings.

1.3 **EXISTING CONDITIONS.** Every reasonable effort has been made to provide accurate information on existing site conditions. The Contractor should become familiar with the site and satisfy himself as to the scope of work involved and the materials to be encountered. Any significant change in conditions should be immediately brought to the attention of the Owner's representative.

1.4 **QUALITY STANDARDS.** Refer to the following standards and include as part of these specifications:

- A. ASTM C33 - Standard specification for concrete aggregates
- B. ANSI/ASTM C136 - Sieve analysis of fine and coarse aggregates.
- C. ANSI/ASTM D698 - Tests for moisture-density relations of soils and soil-aggregate mixture using 5.5 lb. (2.49 kg) rammer and 12 inch (305 mm) drop.
- D. ANSI/ASTM D1556 - Density of soil in place by sand-cone method.
- E. ASTM D2487 - Classification of soils for engineering purposes.

- 1.5 SOILS. Soils shall be classified under the Unified Soil Classification System (USCS). Class V soils shall not be used for roadway or structural fill.
- A. Classification: For the purpose of this specification, soils to be used as fill material are grouped into seven classes according to soil properties and characteristics.
1. Class I - Angular, 6 to 40-mm (1/4 to 1-1/2 in.), graded stone, including a number of fill materials that have regional significance such as coral, slag, cinders, crushed stone, crushed gravel, and crushed shells.
 2. Class II - Coarse sands and gravels with maximum practical size of 44 mm (1-1/2 in.), including variously graded sands and gravels containing small percentages of fines, generally granular and non-cohesive, either wet or dry. Soil Types GW, GP, SW, and SP are included in this class.
 3. Class III - Fine sand and clayey gravels, including fine sands, sand-clay mixtures, and gravel-clay mixtures. Soil Types GM, GC, SM, and SC are included in this class.
 4. Class IV - Silt, silty clays, and clays, including inorganic clays and silts of medium to high plasticity and liquid limits. Soil Types MH, ML, CH, and CL are included in this class. These materials are not recommended for bedding, haunching, or initial backfill.
 5. Class V - This class includes the organic soils OL, OH, and PT as well as soils containing frozen earth, debris, rocks, larger than 40 mm (1-1/2 in.) in diameter, and other foreign materials. These materials are not recommended for bedding, haunching or initial backfill.
- B. Topsoil: Natural, friable soil free of subsoil, stumps, rocks larger than 2 inches in diameter, weeds and other material detrimental to plant growth.
- C. Granular Fill: Granular fill under floor slabs shall be Class I material.
- D. Structural Fill: Fill material placed inside the line of the building foundation or slab shall be Class I or II.
- E. Fill Beneath Pavement: Fill material used beneath pavement and for road shoulders shall be Class II or III.
- F. General Fill: General fill material not otherwise specified shall be Class III or IV.
- G. Trench Backfill: Material used for bedding, haunching and initial backfill shall be washed, evenly graded mixture of crushed stone, or gravel, ASTM D 448, coarse aggregate grading size #57, with 100 percent passing 1-1/2" sieve and not more than 5 percent passing No. 8 Sieve.

- H. Familiarization: Prior to commencement of the earthwork, become thoroughly familiar with the site, the site conditions, and all portions of the work specified in this Section.

1.6 SURFACE PREPARATION

- A. Clearing: Areas designated for clearing and required for construction operations shall be cleared of trees, brush, structures and other materials. Trees which are to remain shall be protected during clearing operations and subsequent work.
- B. Grubbing: Roots, stumps and other materials shall be grubbed from the cleared areas to a depth of at least 18 inches. Tree stumps shall be grubbed in their entirety, including tap roots where applicable.
- C. Topsoil: Strip existing topsoil to a depth of 4 inches from areas to be excavated or graded. Stockpile the topsoil in a suitable area for use during final grading operations. Protect the topsoil from excessive erosion.
- D. Unsuitable Material: Remove sod, muck or other unsuitable material to firm subsoil in areas designated for filling or grading operations.
- E. Disposal: Trees, stumps, roots, rubbish, unsuitable soil or other material resulting from surface preparation shall be removed from the site by the Contractor and disposed of.

1.7 EXCESS WATER CONTROL. Grade and maintain all areas of the site to preclude surface runoff into excavations and prevent ponding of water.

- A. Dewatering: Excavations should be kept free of surface water and/or groundwater. Provide and maintain at all times the necessary means and devices to prevent water from entering the excavations and for removing all water entering the excavations.
- B. Softened Subgrade: Remove all soil softened or eroded by the presence of water and replace with suitable backfill material.

1.8 EXCAVATION. All excavation of every description and of whatever substances encountered shall be performed to the lines and depths indicated on the Drawings and required for the work. During excavation, material suitable for filling shall be stockpiled in an orderly manner. Excavated materials not required or suitable for filling shall be removed from the site and disposed of.

- A. Unsuitable Materials: Unsuitable materials encountered in an excavation shall be removed as directed by the Owner's representative, backfilled with suitable material and compacted. Unsuitable materials include organic soils, muck, soft and compressible silts and clays and running sands.

1.9 PREPARATION OF SUBGRADE. Upon completion of site preparation and excavation, scarify to a depth of 12 inches and compact as specified. For areas to receive fill, the compacted subgrade shall be scarified to a depth of four inches prior to placing the fill.

1.10 FILL AND COMPACTION

- A. Place and compact fill material in layers not exceeding eight inches uncompacted depth. Place the first layer to an uncompacted depth of four inches and mix thoroughly with the unscarified subgrade prior to compaction.
- B. Moisture Conditioning: Moisten or aerate the subgrade and fill material as required to obtain proper compaction.
- C. Structural Fill: Compact the subgrade and fill to a minimum of 98 percent ASTM D698 (Standard Proctor) maximum density at optimum moisture content.
- D. Granular Fill: Place granular fill on compacted, unscarified fill or subgrade and compact to a minimum 100 percent ASTM D698, maximum density at optimum moisture content.
- E. Pavement Areas: Compact the subgrade and fill material beneath paved areas and shoulders to a minimum 98 percent ASTM D698 maximum density at optimum moisture content.
- F. Landscaped Areas: Compact the subgrade and fill to a minimum 98 percent ASTM D698 maximum density at optimum moisture content. Compact topsoil to 85 percent ASTM D698 maximum density at optimum moisture content.

1.11 Perform finish grading to the lines and grades shown on the drawings. Finished grades should be smooth and uniform and provide positive drainage.

A. Tolerances:

1. Rough Grade

- a) Building and parking areas Plus or minus 0.1 foot
- b) Landscaped Areas Plus or minus 0.2 foot

2. Finish Grade

- a) Building and parking area subbase Plus or minus 0.1 foot
- b) Landscaped areas Plus or minus 0.2 foot

B. Topsoil: The top 4 inches of soil in landscaped areas shall be topsoil.

C. Protection: Protect areas which have been graded from equipment traffic.

1.12 FIELD QUALITY CONTROL

A. Field inspection, sampling and testing will be performed per Owner's instructions.

1.13 Backfilling and grading operations in and around foundations, walls, pipes and other portions of the work to be covered shall not commence until owners representative has completed all required inspections, tests and approvals. Work covered prior to inspection shall be uncovered for inspection purposes and backfilled.

END OF SECTION

SECTION 02515 – BITUMINOUS CONCRETE PAVEMENT

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials and equipment necessary to complete all bituminous (asphaltic) concrete pavement as shown on the Drawings.
- B. This section covers the construction of new roadway and parking area pavements.
- C. All roadways and parking areas shall be marked (striped) as directed by the Engineer.

1.02 REFERENCE STANDARDS

- A. Except as otherwise specified herein, the material and construction shall be in accordance with the current Standard Specifications for Highway Construction as issued by the North Carolina Department of Transportation.

1.03 QUALITY ASSURANCE

- A. Qualifications of Asphalt Concrete Producer: Use only materials which are furnished by a bulk asphalt concrete producer regularly engaged in production of hot-mix, hot-laid asphalt concrete.
- B. Qualification of Testing Agency: The Owner will employ a commercial testing laboratory for conducting tests and evaluations of asphalt concrete materials and design.
- C. Applicable provisions of the North Carolina Department of Transportation “Standard Specifications for Highway Construction,” latest edition, and supplemental Specifications hereunder govern the work under this Section. The North Carolina Department of Transportation is referred to herein as NCDOT.

1.04 PAVING QUALITY REQUIREMENTS

- A. General: In addition to other specified conditions, comply with the following minimum requirements:
 - 1. Test in-place asphalt concrete courses for compliance with requirements for density, thickness and surface smoothness.
 - 2. Provide final surfaces of uniform texture, conforming to required grades and cross sections.
 - 3. Take not less than 4-inch diameter pavement specimens for each completed course, from locations as directed by the Engineer.
 - 4. Repair holes from test specimens as specified for patching defective work.
- B. Density:

1. Compare density of in-place material against laboratory specimen of same asphalt concrete mixture, when subjected to 50 blows of standard Marshall hammer on each side of specimen.
 2. Minimum acceptable density of in-place course material is 98 percent of the recorded laboratory specimen density.
- C. Thickness: In-place compacted thicknesses will not be acceptable if less than the thicknesses shown on the Drawings.
- D. Surface Smoothness:
1. Test finished surface of each asphalt concrete course for smoothness, using a 10 ft. straightedge applied parallel to and at right angles to centerline of paved areas.
 2. Check surfaced areas at intervals directed by Engineer.
 3. Surfaces will not be acceptable if exceeding the following:
 - a. Base Course: 1/4 in. in 10 ft.
 - b. Surface Course: 3/16 in. in 10 ft.
 - c. Crowned Surfaces:
 - (1) Test crowned surfaces with a crown template, centered and at right angles to the crown.
 - (2) Surfaces will not be acceptable if varying more than 1/4 in. from the template.

1.05 SUBMITTALS

- A. Submit the proposed mix designs in accordance with Section 01300 for base course and surface course showing compliance with the specified NCDOT standards along with a supplier certification of compliance.
- B. Submit a copy of the supplier's delivery ticket with each load of bituminous concrete delivered to the site.

1.06 JOB CONDITIONS

- A. Weather Limitations:
1. Apply bituminous prime and tack coats only when the ambient temperature in the shade is above 50° F and when the temperature has not been below 35° F for 12 hours immediately prior to application.
 2. Do not apply when the base surface is wet or contains an excess of moisture which would prevent uniform distribution and the required penetration.
 3. Construct asphalt concrete surface course only when atmospheric temperature is above 40° F, when the underlying base is dry, and when weather forecast for 24 hours includes no rain.
 4. Base course may be placed when air temperature is not below 30° F and rising, when acceptable to the Engineer.
- B. Grade Control: Establish and maintain the required lines and grades, including crown and cross-slope, for each course during construction operations. Make grade adjustments to insure complete drainage of the pavement surface.
- C. Traffic Control:
1. Maintain vehicular and pedestrian traffic during paving operations, as required for other construction activities.

PART 2 PRODUCTS

2.01 MATERIALS AND INSTALLATION

- A. Bituminous concrete prime coat, surface course, binder course, and tack coat shall comply with the requirements of Division 6 of the NCDOT “Standard Specifications for Highway Construction,” latest edition. Thickness shall be as shown on the Drawings.
- B. Bituminous concrete surface course shall be 1.5” thickness of Superpave Asphalt Mix S-9.5B.
- C. For markings, apply two coats of alkyd type traffic lane marking paint over cleaned paving surface. Lay out area and review with Engineer before paint application. Striping color shall be white.
- E. Calcium chloride shall meet AASHTO M-144 and shall be spread wherever directed to allay dust conditions. The ENGINEER may direct the CONTRACTOR to employ sprinkling of water in lieu of calcium chloride for dust control.
- F. Asphalt – Tack coat shall consist of either emulsified asphalt, or cutback asphalt, conforming to the above referenced NCDOT Specifications.
- G. Stone base course shall be NCDOT Type ABC to the thickness shown on the plans.

PART 3 EXECUTION

3.01 SURFACE PREPARATION

- A. Subgrade Preparation:
 - 1. The Contractor shall remove all organic material, surface vegetation, wood, trash, roots and other objectionable material encountered at the required subgrade elevation to such depth and width as directed by the Engineer. The Contractor shall replace the unsuitable material removed with structural fill. The entire area shall be plowed and dragged prior to placing a stabilizing additive, if required to meet minimum bearing value.
 - 2. Backfill and subgrade shall be compacted as specified under Section 02200.
- B. Base Course:
 - 1. Check subgrade for conformity with elevations and section immediately before placing base material.
 - 2. Place base material in at least two compacted layers not more than 6 inches thick.
 - 3. In no case will more than 8 inches of loose base be placed in one lift.
 - 4. Spread, shape, and compact all base material deposited on the subgrade during the same day.

5. Compact base course material to not less than 95 percent of maximum density: AASHTO T-180.
 6. Test density of compacted base course: ASTM D 2167.
 7. Conduct one test for each 250 sq. yds. of in-place material, but in no case not less than one daily for each layer.
- C. Loose and Foreign Material:
1. Remove loose and foreign material from compacted base course surface immediately before application of paving.
 2. Use power brooms or blowers, and hand brooming as required.
 3. Do not displace base course material.
- D. Prime Coat:
1. Uniformly apply at a rate of 0.20 to 0.5 gal. per sq. yd. over compacted and cleaned base course surface.
 2. Apply enough material to penetrate and seal, but not flood the surface.
 3. Allow to cure and dry as long as required to attain penetration and evaporation of volatiles, and in no case less than 24 hours unless otherwise acceptable to the Engineer and Owner.
 4. Blot excess asphalt with just enough sand to prevent pick-up under traffic.
 5. Remove loose sand before paving.
- E. Tack Coat:
1. Dilute material with equal parts of water and apply to contact surfaces of previously constructed asphalt concrete or portland cement concrete and similar surfaces.
 2. Apply at a rate of 0.05 to 0.15 gal. per sq. yd of surface.
 3. Apply tack coat by brush to contact surfaces of structures projecting into or abutting asphalt concrete pavement.
 4. Allow surfaces to dry until material is at condition of tackiness to receive pavement.

3.02 BITUMINOUS CONCRETE PAVING - GENERAL

- A. Bituminous concrete pavement shall be installed in accordance with NCDOT Specifications.
- B. Maintain pavement under this Contract during the guarantee period of one year and shall promptly (within 3 days of notice given by Engineer or Owner) refill and repave areas which have settled or are otherwise unsatisfactory for traffic.
- C. All pavement thicknesses shall have the compacted thicknesses shown on the Drawings. The Contractor shall place sufficient mix to ensure that the specified thickness of pavement occurs wherever called for.
- D. When required, remove existing pavement by saw, pneumatic hammer or wheel, cutting edges of trenches to be repaved as directed by the Engineer. After pipe laying, back-filling and compaction operations are completed satisfactorily and after the gravel subgrade is shaped and compacted, place the type of pavement as directed by the Engineer.

- E. Hose clean all road surfaces after back-filling and before any surfacing, but in no case will pavement be placed until the gravel base is dry and compacted to at least 95 percent maximum density at optimum moisture content.
- F. All manhole frames and utility boxes are to be set to the grade of the wearing course. At no time shall the manhole frames be allowed to protrude above the surface of the wearing course.
- G. Furnish and spread calcium chloride on or wet down disturbed surfaces to allay dust conditions as directed by the Engineer.

- H. The contact surfaces of castings, previously constructed asphalt or Portland Cement concrete pavements shall be painted with a tack coat in accordance with NCDOT standards.
- J. After the paving mixture has been properly spread, initial compaction shall be obtained by the use of power rollers weighing not less than 240 pounds per inch width of tread.
- K. Final compaction of the surface shall be accomplished by rollers weighing not less than 285 pounds per inch width of tread. Along curbs, structures and all places not accessible with a roller, the mixture shall be thoroughly compacted with tampers. Such tampers shall not weigh less than 25 pounds and shall have a tamping face of not more than 50 square inches. The surface of the mixture after compaction shall be smooth and true to the established line and grade.
- L. When the air temperature falls below 50 degrees F, extra precautions shall be taken in drying the aggregates, controlling the temperatures of the materials and placing and compacting the mixtures.
- M. No mixtures shall be placed when the air temperature is below 40 degrees F, nor when the material on which the mixtures are to be placed contains frost or has a surface temperature the Engineer considers too low.
- N. No vehicular traffic or loads shall be permitted on the newly completed pavement until adequate stability has been attained and the material has cooled sufficiently to prevent distortion or loss of fines. If the climatic or other conditions warrant it, the period of time before opening to traffic may be extended at the discretion of the Engineer.

3.03 UTILITY FRAME ADJUSTMENTS

- A. Placing frames:
 - 1. Surround frames set to elevation with a ring of compacted asphalt concrete base prior to paving.
 - 2. Place asphalt concrete mixture up to 1 in. below top of frame, slope to grade, and compact by hand tamping.
- B. Adjust frames to proper position to meet paving.
- C. If permanent covers are not in place, provide temporary covers over openings until completion of rolling operations.
- D. Set cover frames to grade, flush with surface of adjacent pavement.

3.04 PATCHING

- A. Remove and replace defective areas.
- B. Cut-out and fill with fresh, hot asphalt concrete.
- C. Compact by rolling to specified surface density and smoothness.
- D. Remove deficient areas for full depth of course.
- E. Cut sides perpendicular and parallel to direction of traffic with edges vertical.
- F. Apply tack coat to exposed surfaces before placing new asphalt concrete mixture.

3.05 CLEANING AND PROTECTION

- A. Cleaning: After completion of paving operations, clean surfaces of excess or spilled asphalt materials to the satisfaction of the Engineer.
- B. Protection:

1. After final rolling, do not permit vehicular traffic on asphalt concrete pavement until it has cooled and hardened, and in no case sooner than 6 hours.
2. Provide barricades and warning devices as required to protect pavement.
3. Cover openings of structures in the area of paving until permanent coverings are placed (if applicable).

3.06 TESTING

- A. Field testing shall be performed by an independent laboratory selected and employed by the Owner. All materials shall be tested and certified by the producer. Testing shall be as specified in the General Conditions.

3.07 TRENCH PAVEMENT RESTORATION

- A. Place 2-inch asphalt Type S-9.5B or 4" concrete top coat (whichever matches adjoining pavement) on top of 3 compacted 3-inch thick layers (9 inches total) of compacted ABC stone.
- B. If points of settlement or holes appear in the pavement, the Contractor shall repair the same within three days of notification by the Engineer or Owner. If after due notice, the Contractor fails to make the repairs, the work will be done by the Owner and the total cost of such repairs will be charged to the Contractor.

END OF SECTION

Legend

Response Code: Y=Yes, N=No, D=Under Development, O=Other

ADDENDUM NO. 1
TO
PLANS and SPECIFICATONS
FOR
New Hanover County
Government Center
North Lot Parking Upgrade

EFFECTIVE DATE OF ADDENDUM:

April 20, 2015

Right Angle Engineering
212 Princess St.
Wilmington, NC 28401
(910) 251-8544

Total Pages : 2



ADDENDUM NO. 1

The following information shall take precedence over drawings and specifications of the above named project, and shall become part of the contract documents. Any original item in the specifications or indicated on the drawings not herein specifically amended, voided, or suspended shall remain in effect.

The purpose of this Addendum is to make the following changes:

- 1. Clarification:** Mulch shall be pine straw mulch to match existing beds around the facility.
- 2. Clarification:** U-channel posts shall be used for ADA parking signage.
- 3. Clarification:** Existing parking bumpers shall be removed from site. All new parking bumpers shall be used where shown.
- 4. Clarification:** New parking bumpers shall be concrete "mini" style.
- 5. Clarification:** Back of curb dimension to be 10" high to provide a 4" face of curb to prevent car damage.
- 6. Clarification:** All pipe bollards shall be left in place, but receive two coats of paint to match existing.
- 7. Clarification:** Existing asphalt and base course stone shall be removed from newly created planter islands. Replace with topsoil to the top of back of curb.

END OF ADDENDUM

NORTH CAROLINA

AGREEMENT

NEW HANOVER COUNTY

THIS CONTRACT made and entered into this _____ day of _____ 2015 by and between **NEW HANOVER COUNTY**, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and _____, hereinafter referred to as "Contractor."

WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the County as follows:

1. Scope of Services. Contractor shall provide parking lot upgrading work consisting of prepping pavement, asphalt overlays, full depth patching, edge work, and driveway reconstruction for the rear (north) parking lot of then New Hanover County Government Center located at 230 Government Center Drive, and as more fully described on Exhibit A, attached hereto and incorporated herein by reference.
2. Time of Performance. The term of this Agreement shall begin from Notice to Proceed and all work shall be completed within thirty (30) days from said Notice.
3. Payment. County hereby agrees to pay for the cost of this Contract not to exceed a sum of _____ (\$_____) Dollars. Payment is contingent upon a final County inspection and acceptance of work or services.
4. Extra Work. County and Contractor shall negotiate and agree upon the value of any extra work or services prior to the issuance of a County Change Order or Renewal/Amendment (CRA) form covering said extra work or services. Such Change Order or CRA shall set forth the corresponding adjustment, if any, to the Contract Price and Contract Time.
5. Indemnity. Contractor shall indemnify and hold County, its officers, officials, agents, and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of Contract or personal injuries or death or on account of property damages arising out of or relating to the work

Legend

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or services to be performed by Contractor hereunder, resulting from the negligence of or the willful act or omission of Contractor, its agents, employees and subcontractors.

6. **Insurance.** Before commencing any work or services, Contractor shall procure insurance in Contractor's name and maintain all insurance policies for the duration of the Contract of the types and in the amounts listed in this Contract. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, or subcontractors, whether such operations by itself or anyone directly or indirectly employed by it.

7. **Minimum Scope and Limits of Insurance**

7.1 **Commercial General Liability**

7.1.1 Contractor shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.

7.1.2 CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering CGL or its equivalent and shall cover the liability arising from premises, operations, independent Contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured Contract, including the tort liability of another assumed in a business contract.

7.1.3 County, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 10 and CG 20 37 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to County, its officers, officials, agents, and employees

7.1.4 Contractor's CGL insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or

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self-insurance maintained by County, its officers, officials, agents, and employees shall be excess of and not contribute with Contractor's insurance.

7.2 Worker's Compensation and Employer's Liability

7.2.1 Contractor shall maintain Work or Worker's Compensation as required by the General Statutes of the State of North Carolina and Employer's Liability Insurance.

7.2.2 The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit.

7.2.3 The insurer shall agree to waive all rights of subrogation against County, its officers, officials, agents, and employees for losses arising from work or services performed by Contractor for County.

7.3 Business Auto Liability

7.3.1 Contractor shall maintain Business or Personal Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident.

7.3.2 Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.

7.3.3 Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide Contractual liability coverage equivalent to that provided in ISO form CA 00 01.

7.3.4 Contractor's Business Auto Liability insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be excess of and not contribute with Contractor's insurance.

7.4 Surety Bond

7.4.1 Contractor shall furnish and deliver to County a Payment Bond and a Performance Bond covering the faithful performance and

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completion of the work included in this Contract and payment for all materials and labor furnished or supplied in connection with the work included in this Contract.

7.4.2 Said bonds shall be issued and furnished to County prior to, and as a condition precedent to, commencement of the work of this Contract.

7.4.3 Each of the Payment Bond and Performance Bond shall be furnished on behalf of contractor, shall name County obligee, and shall be in the amount equal to one hundred (100%) percent of the amount of the guaranteed repair and maintenance costs. Such bond(s) shall be solely for the protection of County.

7.4.4 The Payment Bond and the Performance Bond shall be in the forms set forth as Exhibit "B" hereto, and shall be issued by a surety of financial standing having a rating from A.M. Best Company equal to or better than A and must be included on the approved list of sureties issued by the United States Department of Treasury.

7.4.5 The bond shall remain in effect at least one (1) year after the date when final payment becomes due.

7.4.6 The surety bond must be in the form set forth in NCGS 44A-33, without any variations therefrom.

7.4.7 Contractor shall provide surety bond wherein Surety waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the Contract, and agrees that the obligations undertaken by the Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments.

7.4.8 The surety bond must set forth no requirement that suit be initiated prior to the time stipulated in applicable North Carolina Statutes of Limitation

7.5 Deductibles and Self-Insured Retentions

7.5.1 Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, agents, and employees; or Contractor shall procure a bond

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guaranteeing payment of deductibles or self-insured retentions.

7.5.2 Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not County is an insured under the policy.

7.6 Miscellaneous Insurance Provisions

7.6.1 The policies are to contain, or be endorsed to contain, the following provisions:

7.6.2 Any failure to comply with reporting provisions of the policies listed in this Contract shall not affect coverage provided to County its officers, officials, agents, and employees.

7.6.3 Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice has been given to County, 230 Government Center Drive #125, Wilmington, NC 28403.

7.6.4 If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

7.7 Acceptability of Insurers

7.7.1 Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless County has granted specific approval.

7.8 Evidence of Insurance

7.8.1 Contractor shall furnish County with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work or services, and thereafter upon renewal or replacement of each certified coverage until all operations under this Contract are deemed complete.

7.8.2 Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in this Contract.

7.8.3 With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such

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coverage shall be provided to County with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

7.9 Sub-Contractors. Contractor may utilize Walter Holmes Electric Inc. as subcontractor for this work. Subcontractor shall refer to Section 7 for insurance requirements Contractor shall include all sub-contractors as insureds under its policies or shall furnish separate certificates for each sub-contractor. All coverage for sub-contractors shall be subject to all of the requirements stated herein. CGL coverage shall include independent contractors' coverage, and Contractor shall be responsible for assuring that all sub-contractors are properly insured.

7.10 Conditions

7.10.1 The insurance required for this Contract must be on forms acceptable to County.

7.10.2 Where circumstances warrant, County may, at its discretion subject to acceptance by the Risk Management and Finance Department accept letters of credit or custodial accounts in lieu of specific insurance requirements.

7.10.3 Contractor shall provide that the insurance contributing to satisfaction of insurance requirements in this Contract shall not be canceled, terminated, or modified by Contractor without prior written approval of County.

7.10.4 Contractor shall promptly notify the New Hanover County Property Management and the Risk Management Office at (910) 798-7497 of any accidents arising in the course of operations under the Contract causing bodily injury or property damage.

7.10.5 County reserves the right to obtain complete, certified copies of all required insurance policies, at any time.

7.10.6 Failure of County to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of County to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

7.10.7 By requiring insurance herein, County does not represent that coverage and limits will necessarily be adequate to protect Contractor

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and such coverage and limits shall not be deemed as a limitation of Contractor's liability under the indemnities granted to County in this Contract.

7.10.8 If Contractor fails to maintain the insurance as set forth herein, County shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

7.10.9 Contractor or its agent may apply to County for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.

7.10.10 County shall have the right, but not the obligation of prohibiting Contractor or any sub-contractor from entering the project site or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by County.

8. Independent Contractor. The parties mutually agree that the Contractor is an independent contractor and not an agent of the County, and as such, the Contractor shall not be entitled to any County employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

9. Default and Termination. If Contractor fails to prosecute the work or services with such diligence as will insure its completion within the Contract time, or if Contractor breaches any of the terms or conditions contained in this Contract and fails to cure said breach within two (2) days of County's mailing of Notice of Default, or otherwise fails to perform the work or services hereunder to the County's reasonable satisfaction, County may terminate this Contract forthwith. Upon termination, County may, without prejudice to an action for damages or any other remedy, take the prosecution of the work or services out of the hands of Contractor. County may enter into another Contract for the completion of the Contract, or use such other methods as may be required for the completion of the Contract. County may deduct all costs of completing the Contract from any monies due or which may become due to Contractor. In the event this Contract is terminated prior to completion of the services by the Contractor, the Contractor shall be paid for work or services performed to the date of termination. In no event will the amount due Contractor in the event of termination

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exceed that amount set forth in this Contract. Nothing contained herein shall prevent the County from pursuing any other remedy, which it may have against Contractor, including claims for damages.

10. Termination for Convenience. County may terminate this Contract for convenience at any time and without cause. Upon receipt of notice, Contractor shall immediately discontinue providing the work or service and, if applicable, placing any orders for any materials, facilities, and supplies in connection with the performance of the work or services of this Contract.

11. Non-appropriation. All funds for payment by County under this Contract are subject to the availability of any annual appropriation for this purpose by the Board of Commissioners. In the event of non-appropriation of funds by the Board of Commissioners for the services provided under the Contract, County will terminate the Contract, without termination charge or liability, on the last day of the then-current fiscal year or when the appropriation made for then-current year for the services/items covered by this Contract is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by the Professional on ten (10) business days' prior written notice, but failure to give such notice shall be of no effect and County shall not be obligated under this Contract beyond the date of termination.

12. Non-waiver of Rights. The parties mutually agree that either party's failure to insist upon the strict performance of any provision of this Contract or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Contract.

13. Conflict of Interest. No paid employee of the County shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Contract.

14. Subcontracts. The Contractor shall utilize no subcontractors for carrying out the services to be performed under this Contract without the written approval of the County.

15. Entire Contract. This Contract constitutes the entire understanding of the parties.

Legend

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16. Binding Effect. This Contract shall be binding upon the parties hereto, and their heirs, successors, executors, administrators and assigns.

17. Further Actions. The parties will make and execute all further instruments and documents required to carry out the purposes and intent of this Contract.

18. Severability. If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

19. Inclusive Terms. Use of the masculine herein shall include the feminine and neuter, and the singular shall include the plural.

20. Governing Law. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina.

21. Accounting Procedures for Refund of County Sales & Use Tax. Pursuant to G.S. 105-164.14(c), the County is entitled to a refund of sales and/or use taxes paid by contractors on purchases of building materials, supplies, fixtures and equipment that become a part of or are annexed to any building or structure that is owned or leased by the County and is being erected, altered or repaired for use by the County.

Contractors shall provide a "certified statement" containing the specific required information. The certified statement must include all of the following information:

- a. the date the property was purchased;
- b. the type of property purchased;
- c. the cost of property purchased and the amount of sales and use taxes paid thereon;
- d. the project for which the property was used;
- e. if the property was purchased in this State, the county to which it was delivered; and
- f. if the property was not purchased in this State, the county in which the property was used.

If the contractor makes several purchases from the same vendor, the certified statement must indicate each invoice number, the inclusive dates of the invoices, the

total amount each invoice, and the state and local sales and use taxes paid on the purchase. The statement must also include the cost of any tangible personal property withdrawn from the contractor's warehouse stock and the amount of state and local sales or use tax paid by the contractor. If subcontractors are used, similar certified statements by its subcontractors must be obtained by the general contractor and furnished to the County. Local sales or use taxes included in the contractor's statements must be shown separately from the State sales or use taxes. The contractor's statements must not contain sales or use taxes paid on purchases of tangible personal property purchased by the contractor for use in performing the contract which does not annex to, affix to or in some manner become a part of the building or structure that is owned or leased by the County and is being erected, altered or repaired for use by the County.

Examples of property on which sales or use tax has been paid by the contractor and which shall not be included in the contractor's statement are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, equipment, equipment repair parts and equipment rentals.

A certified statement must be provided with each pay request. If there was no sales or use tax paid during the period, the contractor shall provide a "Zero" sales and use tax statement. .

22. Notices. All notices required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party by mailing of written notice of such change of address, by Certified Mail, Return Receipt Requested:

To County:
New Hanover County Property Management
Attn: Kevin Caison
200 Division Drive
Wilmington, NC 28401

To Contractor:

23. Assignability. The parties hereto agree that this Contract is not transferable and shall not be assigned by either party without the written consent of the other party to this Contract.

24. Contract Under Seal. The parties hereto expressly agree to create a Contract under seal.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals, the day and year first above written and by authority duly given.

[SEAL] NEW HANOVER COUNTY

County Manager

ATTEST:

Clerk to the Board

[SEAL] CONTRACTOR

President (Seal)

ATTEST:

Secretary

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

Approved as to form:

County Attorney

County Finance Director

NORTH CAROLINA

NEW HANOVER COUNTY

I, _____, a Notary Public of the State and County aforesaid, certify that Teresa P. Elmore acknowledged that she is Clerk to the Board of Commissioners of New Hanover County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its _____ County Manager, sealed with its corporate seal and attested by herself as its Clerk.

WITNESS my hand and official seal, this _____ day of _____, 2015.

Notary Public

My commission expires: _____

STATE OF _____

_____ COUNTY

I, _____, a Notary Public of the State and County aforesaid, certify that _____ came before me this day and acknowledged that (s)he is Secretary of _____ an _____, and that by County duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President and sealed with its corporate seal.

WITNESS my hand and official seal, this _____ day of _____, 2015.

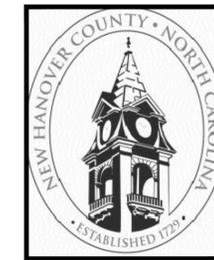
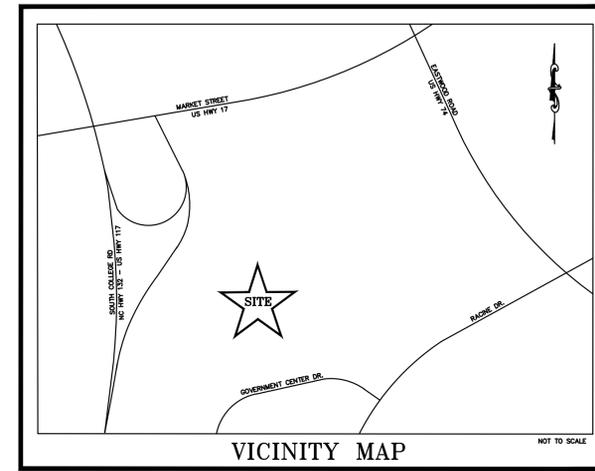
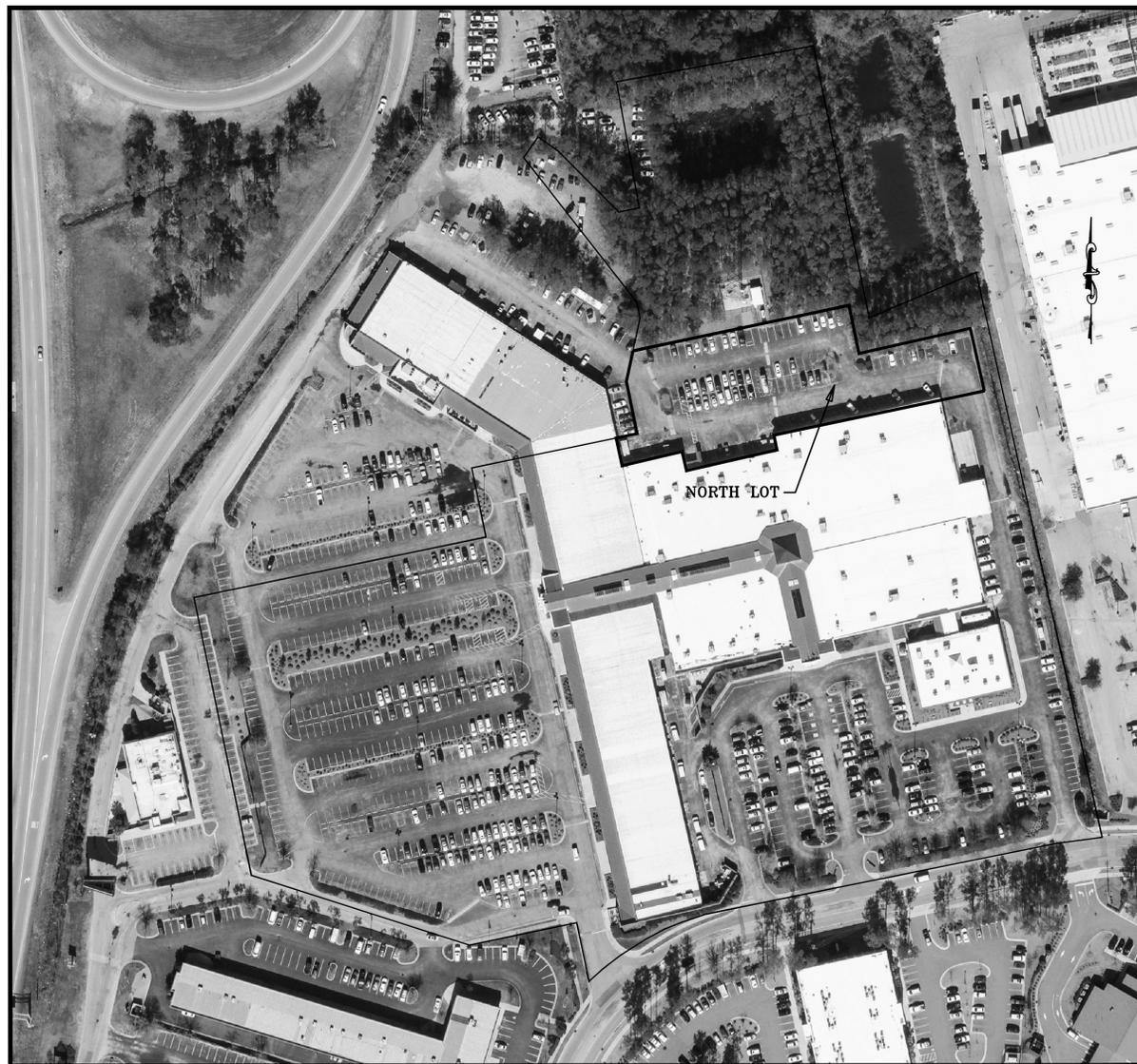
Notary Public

My commission expires: _____

Legend

Response Code: Y=Yes, N=No, D=Under Development, O=Other

NEW HANOVER COUNTY NORTH LOT PARKING UPGRADE



- SHEET INDEX**
- T1 - COVER SHEET
 - C1 - EXISTING CONDITIONS
 - C2 - NORTH PARKING LOT
 - L1 - NORTH PARKING LOT LANDSCAPING PLAN
 - D1 - DETAILS
 - D2 - DETAILS

LEGEND



LANDSCAPE LEGEND



PARKING TABULATION	
NEW HANOVER COUNTY PROPERTY	
WEST LOT	EXISTING
STANDARD SPACES	341
SMALL CAR SPACES	60
ADA SPACES	6
NORTH LOT	
STANDARD SPACES	96
SMALL CAR SPACES	0
ADA SPACES	2
SOUTH LOT	
STANDARD SPACES	225
SMALL CAR SPACES	0
ADA SPACES	2
TOTAL	
STANDARD SPACES	662
SMALL CAR SPACES	60
ADA SPACES	10
TOTAL	732

HD DEVELOPMENT OF MARYLAND INC.
DB: 4893 PG: 1784
ZONING: RB
USE: REGIONAL RETAIL

SMITH CREEK RETAIL LLC
DB: 5613 PG: 2611
ZONING: RB
USE: BUSINESS

EASEMENT REFERENCES: MB: 28 @ PG: 29
MB: 28 @ PG: 30
MB: 28 @ PG: 31

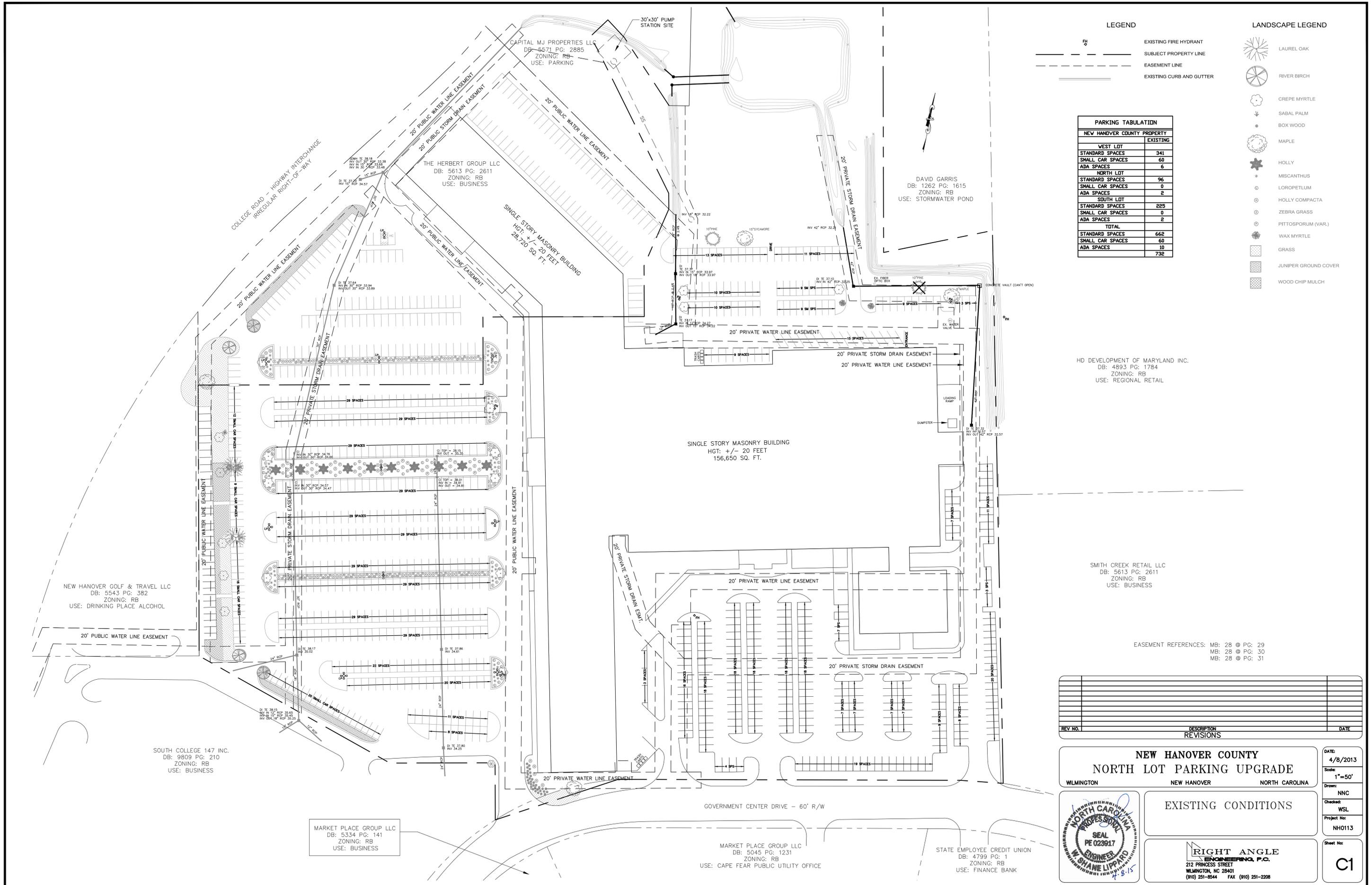
REV. NO.	DESCRIPTION	DATE

NEW HANOVER COUNTY
NORTH LOT PARKING UPGRADE

WILMINGTON NEW HANOVER NORTH CAROLINA

DATE: 4/8/2013
Scale: 1"=50'
Drawn: NNC
Checked: WSL
Project No: NH0113
Sheet No: C1

EXISTING CONDITIONS



NEW HANOVER GOLF & TRAVEL LLC
DB: 5543 PG: 382
ZONING: RB
USE: DRINKING PLACE ALCOHOL

SOUTH COLLEGE 147 INC.
DB: 9809 PG: 210
ZONING: RB
USE: BUSINESS

MARKET PLACE GROUP LLC
DB: 5334 PG: 141
ZONING: RB
USE: BUSINESS

THE HERBERT GROUP LLC
DB: 5613 PG: 2611
ZONING: RB
USE: BUSINESS

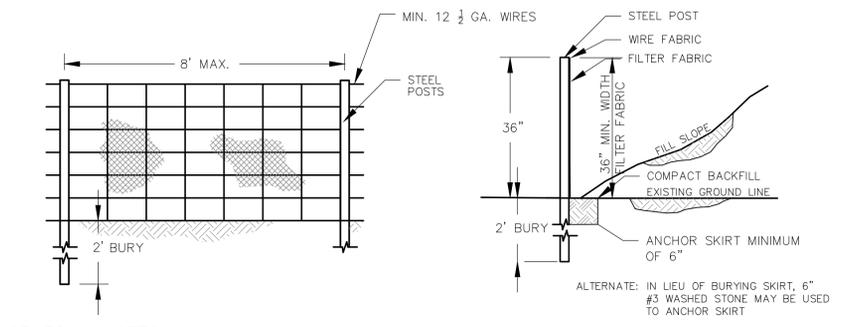
CAPITAL MJ PROPERTIES LLC
DB: 5571 PG: 2885
ZONING: RB
USE: PARKING

DAVID GARRIS
DB: 1262 PG: 1615
ZONING: RB
USE: STORMWATER POND

SINGLE STORY MASONRY BUILDING
HGT: +/- 20 FEET
156,650 SQ. FT.

MARKET PLACE GROUP LLC
DB: 5045 PG: 1231
ZONING: RB
USE: CAPE FEAR PUBLIC UTILITY OFFICE

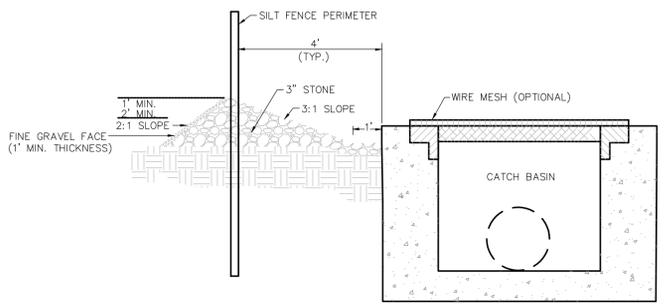
STATE EMPLOYEE CREDIT UNION
DB: 4799 PG: 1
ZONING: RB
USE: FINANCE BANK



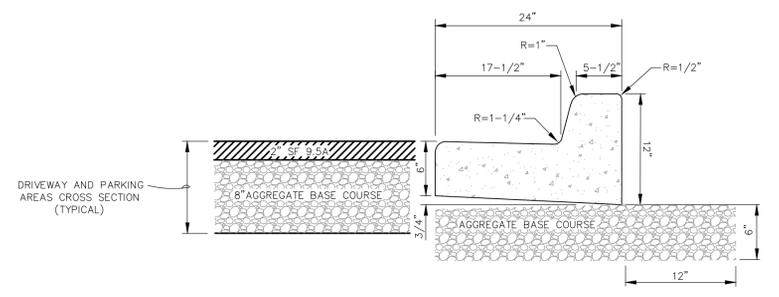
GENERAL NOTES:
 FENCE FABRIC SHALL BE A MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING. FILTER FABRIC SHALL BE MIRAFI 100 OR EQUIVALENT AND SHALL BE A MINIMUM OF 36" IN WIDTH. BURLAP CAN NOT BE USED WHERE SILT FENCE IS TO REMAIN FOR A PERIOD OF MORE THAN 30 DAYS. STEEL POSTS SHALL BE 3'-0" IN HEIGHT AND BE OF THE SELF-FASTENER ANGLE STEEL TYPE. SILT FENCES SHALL BE INSTALLED AROUND ALL CATCH BASINS. SILT FENCES SHALL BE PROVIDED AS NECESSARY TO PREVENT EXCESSIVE EROSION.

MAINTENANCE NOTES:
 FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY. SHOULD THE FABRIC DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER STILL BE NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH STORM EVENT. THEY MUST ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE OR FILTER GRADE, PREPARED AND SEEDED.

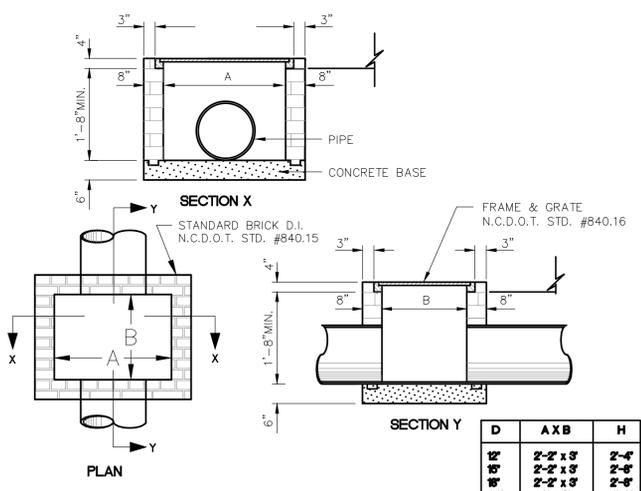
TEMPORARY SILT FENCE
 NOT TO SCALE



GRAVEL DROP INLET PROTECTION (GRAVEL DONUT)
 NOT TO SCALE



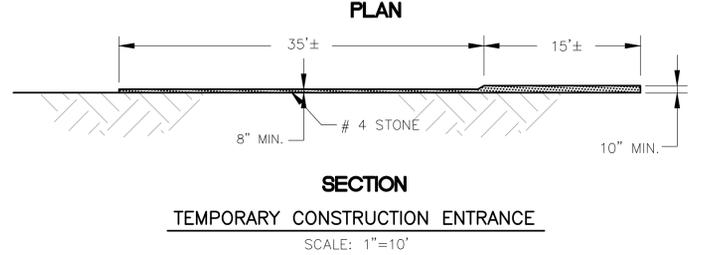
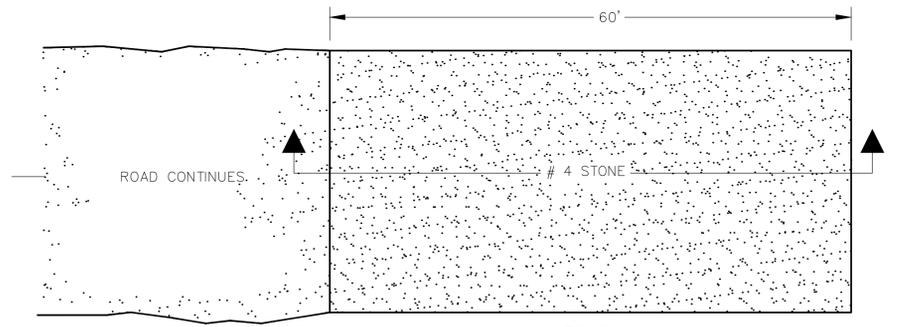
CONCRETE CURB AND GUTTER (SD 3-11)
 NOT TO SCALE



CAST-IN-PLACE OR MASONRY CATCH BASIN
 NOT TO SCALE

- General Notes: Precast Catch Basins**
- Precast concrete structures shall be in accordance with NCDOT section 1077 for "precast concrete units" of the most recent "Standards Specifications for Roads and Structures" And ASTM-C-913 for "Reinforced Concrete Water and Wastewater Structures".
 - Concrete compressive strength shall be 4000 PSI Minimum and shall meet the requirements as specified in NCDOT section 1077.
 - Reinforcing steel shall be of deformed steel bars conforming to the requirements of ASTM-A-615, grade 60, or welded wire fabric conforming to the requirement of ASTM-A-82 or both.
 - Reinforcing steel design shall be according to C-890-78 for H-20-44 Loading.
 - Steps required on structures over 42" deep shall be on steel reinforced copolymer polypropylene plastic.
 - Section joints shall be sealed with butyl rubber sealant or NCDOT approved mortar at the option of the contractor.
 - Pipe connections shall be sealed with approved mortar. NCDOT approved brick may be used in conjunction with mortar at the contractors option.
 - Lift holes shall be located as required for handling and sealed after installation with NCDOT approved mortar.

D	A X B	H
12"	2'-2" x 3'	2'-4"
18"	2'-2" x 3'	2'-6"
24"	3' x 3'	4'-0"
30"	4' x 4'	4'-4"
36"	4' x 4'	5'-0"
42"	5' x 5'	5'-4"
48"	5' x 5'	6'-0"



SECTION
TEMPORARY CONSTRUCTION ENTRANCE
 SCALE: 1"=10'

TEMPORARY SEEDING

GRASS TYPE	AMOUNT/1000 SF	TIME OF SEEDING	INITIAL	FERTILIZATION/1000 SF	MAINTENANCE	
RYE GRAIN	1-2 LBS	NOV. THRU JAN.	25 LBS 10-10-10	N/A	N/A	N/A
BROWN TOP MILLET	1-2 LBS	JUNE THRU AUG.	25 LBS 10-10-10	N/A	N/A	N/A

PERMANENT SEEDING

GRASS TYPE	AMOUNT/1000 SF	TIME OF SEEDING	INITIAL	FERTILIZATION/1000 SF		
BERMUDA, COMMON	1-2 LBS	APR. THRU JUNE	25 LBS 10-10-10	MARCH-APRIL 12 LBS 10-10-10	EACH 4-8 WKS 1-2 LBS N.	AUG- SEPT 12 LBS 10-10-10
FESCUE, TALL (KENTUCKY 31)	5-7 LBS	SEPT THRU OCT FEB THRU OCT	25 LBS 10-10-10	FEB - MARCH 12 LBS 10-10-10	MAY & DEC 1/2 TO 1 LB. N.	SEPT - OCT 12 LBS 10-10-10
SERICEA LESPEDEZA (SLOPES)	1-2 LBS	MARCH THRU APR.	25 LBS 10-10-10	FEB - MARCH	1/2 TO 1 LB. N.	N/A

REV NO.	DESCRIPTION	DATE

NEW HANOVER COUNTY GOVERNMENT CENTER
NORTH LOT PARKING UPGRADE
 WILMINGTON NORTH CAROLINA

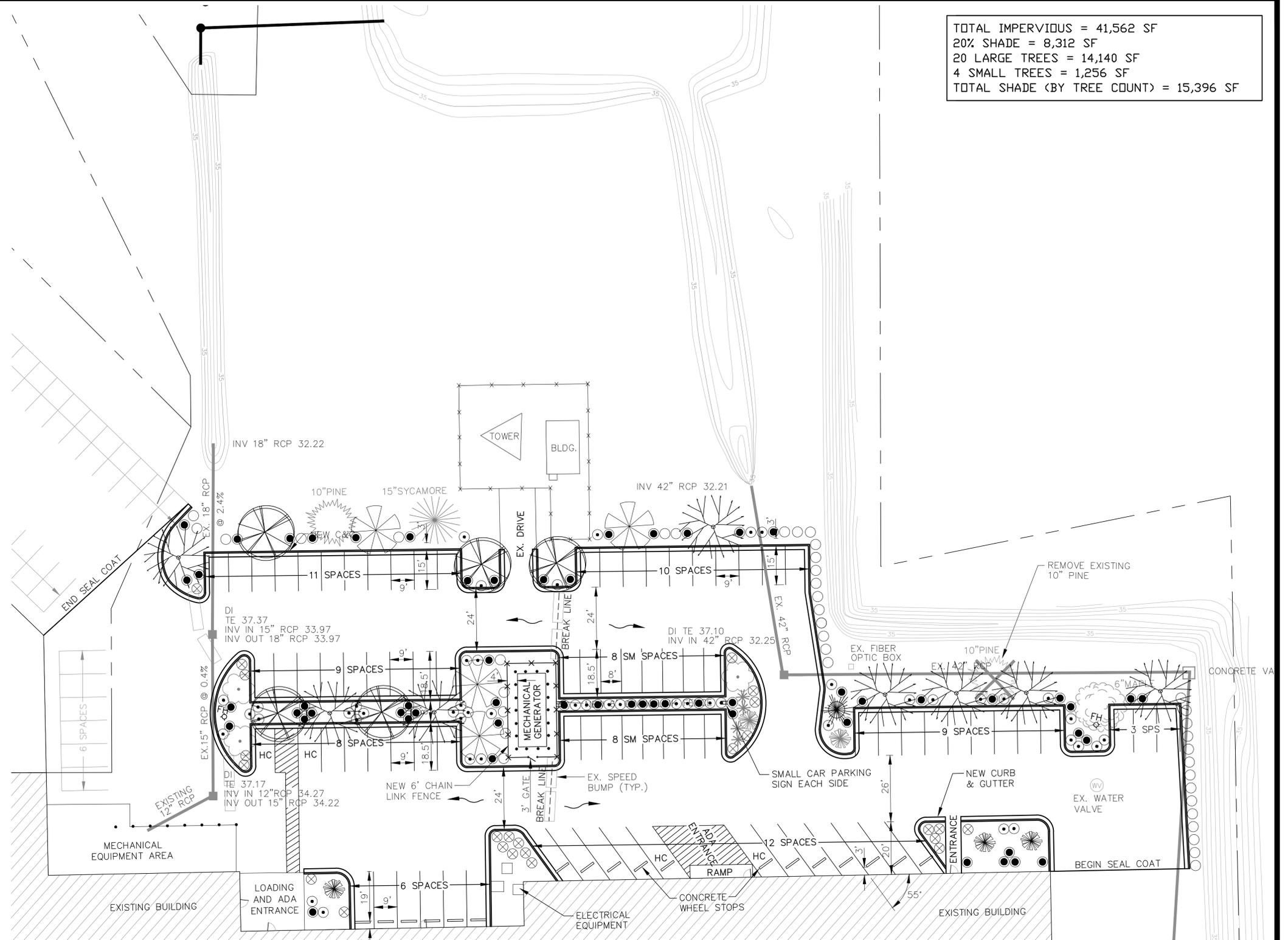
NORTH PARKING LOT
DETAILS

RIGHT ANGLE ENGINEERING, P.C.
 212 PRINCESS STREET
 WILMINGTON, NC 28401
 (910) 251-8544 FAX (910) 251-2208

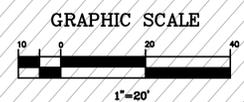
DATE: 4/8/2015
 Scale: SHOWN
 Drawn: NNC
 Checked: WSL
 Project No: NH0113
 Sheet No: **D2**

LANDSCAPE LEGEND			
Q	EXISTING TO REMAIN	PROPOSED	Q
3		CREPE MYRTLE	
4		JUNIPER SHRUB	
1		MAPLE	
2		WAX MYRTLE	
1		PINE	
1		SYCAMORE	
1		TREE REMOVAL	
		EASTERN RED BUD	1
		SOUTHERN MAGNOLIA	4
		LAUREL OAK	8
		RIVER BIRCH	5
		WAX MYRTLE	3
		PITTIOSPORUM (VARIG.)	39
		LOROPETALUM	57
		NANDINA	48
		GROUND JUNIPER	23

- NOTES:**
- FOR ALL BEDS, REMOVE EXISTING MATERIAL AND INSTALL 1' TOPSOIL TO GRADE.
 - AFTER PLANTING INSTALL 6' MULCH AROUND PLANTS IN ALL BEDS.



TOTAL IMPERVIOUS = 41,562 SF
 20% SHADE = 8,312 SF
 20 LARGE TREES = 14,140 SF
 4 SMALL TREES = 1,256 SF
 TOTAL SHADE (BY TREE COUNT) = 15,396 SF



REV. NO.	DESCRIPTION	DATE

NEW HANOVER COUNTY GOVERNMENT CENTER
NORTH LOT PARKING UPGRADE
 WILMINGTON NEW HANOVER NORTH CAROLINA

DATE: 4/8/2015
 Scale: 1"=20'
 Drawn: NNC
 Checked: WSL
 Project No: NH0113
 Sheet No: L1

RIGHT ANGLE ENGINEERING, P.C.
 212 PRINCESS STREET
 WILMINGTON, NC 28401
 (910) 251-8544 FAX (910) 251-2208

Professional Engineer Seal: W. SHANE LIPPARD, PE 023917, State of North Carolina.