PROJECT MANUAL FOR

Wildwood Park Mountain Bike Trails, Skills Park, and Pump Track



RECREATION AND PARKS

Greenville Recreation and Parks 2000 Cedar Ln Greenville, NC 27858 252-329-4567

Project Designer Nature Trails LLC 11312 US 15 501 N Ste 107185 Chapel Hill, NC 27517 (919) 960 1559

February 24, 2022

100 % CONSTRUCTION DOCUMENTS

Wildwood Park Mountain Bike Trails, Skills Park, and Pump Track GREENVILLE, NORTH CAROLINA

CONTRACT AND SPECIFICATIONS CITY OF GREENVILLE, NORTH CAROLINA

MAYOR: P. J. CONNELLEY

COUNCIL MEMBERS:
ROSE H. GLOVER
BRIAN MEYERHOEFFER
MONICA DANIELS
WILL BELL
RICK SMILEY
WILL LITCHFIELD

CITY MANAGER: ANN E. WALL

CITY ATTORNEY: EMANUEL D. MCGIRT

CITY CLERK: VALERIE SHIUWEGAR

Project Contact: Mark Nottingham, AICP mnottingham@greenvillenc.gov

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PART I BIDDING REQUIREMENTS

ADVERTISEMENT FOR BIDS

The Greenville Recreation and Parks Department (GRPD) will accept bids for the Wildwood Park Mountain Bike Trails, Skills Park, and Pump Track construction project. SEALED, SINGLEPRIME BIDS from qualified bidders will be received by the City in the offices of Recreation and Parks, 2000 Cedar Ln. Greenville, NC 27858, at 2:00 pm (Eastern Standard Time) on March 29, 2022, and publicly opened thereafter at 2:01 pm. Bids shall be marked "SEALED BID", addressed to the attention of Mr. Mark Nottingham, Greenville Recreation and Parks Department, and shall include the Name, Address, and License Number of the bidder, and the type proposal enclosed. The OPTIONAL Pre-Bid Meeting willbe held March 10, 2021 at 1:00 PM.

Each bidder must show evidence that they are licensed under Chapter 87 of the N.C. General Statutes. Performance and payment bonds are required.

General Description of the work:

The work includes all labor, equipment, and materials to complete in every detail of the work indicated on the plans and specifications. Specifically, all work incidental thereto Wildwood Park Mountain Bike Trails, Skills Park, and Pump Track including, but not limited to, demolition, earthwork, construction, drainage, paving improvements, and plantings.

MBE/WBE PARTICIPATION

The goal for Minority and / or Women Business Enterprise (M/WBE) participation is MBE 10% and WBE 6%. Each goal must be met separately. Exceeding one goal does not satisfy requirements for the other.

CONTRACT DOCUMENTS

Copies of the CONTRACT DOCUMENTS may be obtained electronically via the City of Greenville Current Bid Opportunities Webpage. For information, contact MarkNottingham at 252-329-4242 or mnottingham@greenvillenc.gov.

If applicable, each proposal shall be accompanied by a bid bond executed by a corporate security licensed to doso under North Carolina law, of an amount equal to not less than five percent (5%) of the proposal, or in lieu thereof, a bidder may offer a certified check on a bank or trust company insured by the Federal Deposit Insurance Corporation. Each bidder's deposit, except for the bidder to whom the contract is awarded, shall be returned after the contract awarded. The City shall retain the bid deposit of the bidder to whom the contract is awarded if the bidder fails to execute the contract within ten days after the award.

To whom the contract is awarded, a Performance and Payment Bond will be required for one hundred percent (100%) of the contract price.

No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of 60 days after the bid date.

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The City Council of the City of Greenville reserves the right to reject any or all proposals.

SIGNED:

Mark Nottingham City of Greenville Recreation and Parks Department 2000 Cedar Lane Greenville, NC 27858

INSTRUCTIONS TO BIDDERS

- 1. Bids will be received for Single Prime Contract. All proposals shall be for lump sum. It is the intent of the City to award this bid to the lowest responsive and responsible bidder.
- 2. Bidders are requested to return bids to the City of Greenville Recreation and Parks Department prior to bid opening. Bids will be opened promptly at the time specified in the Invitation to Bid. Bidders are cautioned to be prompt since No Bids Will Be Accepted after the time designated for the bid opening. The precise time will be monitored by the by the person responsible for opening the bids.
- 3. All bids submitted must be on the blank proposal forms herein provided and prices given shall be both in writing and figures and the complete form shall be without any lineation, alterations, or erasures. In case of conflicting prices, the written prices shall govern.
- 4. Bids shall be enclosed in a sealed envelope, directed to the City of Greenville, Recreation and Parks Department, 2000 Cedar Lane, Greenville, North Carolina 27858, and marked with the bidder's North Carolina Contractor's License number. All bids must be marked Bid on the outside of the envelope.
- 5. Each proposal shall contain the full name and address of each bidder. When firms bid, the name of each member shall be signed and the firm name added, and the execution shall be done as more specifically stated herein under the following section.
- 6. The omission of prices upon any item for which bids are asked or the tendering of an unbalanced bid will be the cause of the rejection of the bid submitted.
- 7. No bid shall be considered or accepted by the City unless at the time of its filing, it is accompanied by a deposit of cash, or a cashier's check, or a certified check on some bank or trust company insured by the Federal Deposit Insurance Corporation in an amount equal to not less than five percent (5%) of the bid, if applicable. In lieu of making that deposit, the bidder may file a bid bond executed by a corporate surety licensed under the laws of North Carolina to execute such bonds, conditioned that the surety will upon demand forthwith make payment to the City of Greenville upon the bond if the bidder fails to execute the contract in accordance with the bid bond. This deposit shall be retained by the City if the successful bidder fails to execute the contract within 10days after the award or fails to give satisfactory bonds or deposit as required herein. The bidder towhom the award of contract is made shall either (a) furnish bonds as required by Article 3 of Chapter 44A of the N.C. General Statutes, using the form supplied by the City; or (b) deposit withthe City money, certified check or government securities. The bonds or deposit shall be for the full amount of the contract to secure the faithful performance of the terms of the contract and the payment of all sums due for labor and materials in a manner consistent with Article 3 of Chapter 44 AINSTRUCTIONS TO BIDDERS
- 8. General Contractors are notified that Chapter 87, Article 1, General Statutes of North Carolina will be observed in receiving and awarding general contracts. General contractors submitting bids on this project must have license classification for general contractor.
 - **NOTE:** Under GS 87-1, a contractor that superintends or manages construction of any building, highway, public utility, grading, structure, or improvement shall be deemed a "general contractor" and shall be so licensed. Therefore, a single prime project that involves other trades will require the single prime contractor to hold a proper General Contractors license.
- 9. Except to the extent allowed by statute, bids shall not be withdrawn, and bids shall remain subject to acceptance by the City for a period of 90 days.

- 10. Bidders must present satisfactory evidence that they have been regularly engaged in the business of constructing such work, and that they are fully prepared with the necessary capital, equipment, etc., to begin the work promptly, and complete the same in accordance with specifications. Bidder must meet Qualified Trail Contractor requirements found in the Construction Specifications.
- 11. The bids will be evaluated, and the contract awarded in accordance with statutory public contract requirements as supplemented or altered by the Minority and / or Women Business Enterprise (M/WBE) requirements supplied with this bid package. These forms must be filled out and returned with the bid proposal. Any bids submitted without these completed forms shall be deemed as "non-responsive". If there are any questions or problems in filling out these forms, please contact:

Angelene Brinkley, Interim Financial Services Manager (252) 329-4862

- 12. The successful bidder is required to commence work within ten (10) written days after written notice from the Project Manager. Termination of work shall also be controlled by the City of Greenville.
- 13. The contractor will furnish all materials, labor, equipment, supervision, tools, machinery, etc. for complete construction of projects in accordance with plans and specifications of the City of Greenville.
- 14. The bidder to whom the award is made shall be required to furnish work crews of adequate number, size, and experience to properly perform the work. The interpretation of the number of crews, size, and experience will be determined by the City of Greenville as to their adequacy.
- 15. It shall be the contractor's responsibility to obtain all necessary and required permits and inspections. These permits shall be presented upon demand.
- 16. The Contractor will perform, or have performed, all necessary site layout (both lines and grades) for this construction.
- 17. The Contractor must provide the City of Greenville a safety plan of their organization, prior to approval of the contract
- 18. The contractor(s) to whom the award is made must carry insurance in the amounts and types outlined in the Insurance Requirements section of this document.
- 19. The insurance herein required shall be with an insurance company authorized to do business in North Carolina and having a BEST rating of A or better.
- 20. Insurance shall be evidenced by a certificate:
 - Providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage
 - Certificates should be addressed to:
 City of Greenville, North Carolina

Attn: Mark Nottingham
2000 Cedar Ln
Greenville, NC 27858

Insurance

The Company agrees to purchase at its own expense insurance coverages to satisfy the following minimum requirements. A certificate reflecting the following minimum coverages shall accompany this Agreement:

Workers' Compensation Insurance:

Limits:

Workers Compensation: Statutory for the State of North Carolina

Employers Liability: Bodily Injury by Accident \$1,000,000 each accident

Bodily Injury by Disease \$1,000,000 policy limit

Bodily Injury by Disease \$1,000,000 each employee.

No sub-contractor may exclude executive officers. Workers Compensation must include all employees.

Commercial General Liability:

Limits:

Each Occurrence:	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate Limit	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000

The aggregate limit must apply per project. The form of coverage must be the ISO CG 00 01 policy as approved by the State of North Carolina Department of Insurance. If a form of coverage other than the CG 00 01 is used it must be approved by the City. Any endorsed exclusions or limitations from the standard policy must be clearly stated in writing and attached to the Certificate of Insurance. Completed Operations coverage must be maintained for the period of the applicable statute of limitations.

The City must be added as an Additional Insured to the Commercial General Liability policy.

Commercial Automobile Liability:

Limits:

\$1,000,000 combined single limit.

The City must be added as an Additional Insured on the Commercial Auto Liability policy.

All insurance companies must be admitted to do business in North Carolina and be acceptable to the City. If the insurance company(s) is a permitted surplus lines insurer, the insurance company name, and NAIC number must be submitted to the City's Risk Manager for approval before commencing work. Company shall be required to provide the City no less than thirty (30) days' notice of cancellation, or any material change, to any insurance coverage required by this

Agreement.

A Certificate of Insurance (COI) must be issued by an authorized representative of the insurance carrier(s). Certificates of Insurance must have the Insurance Company name and NAIC number clearly identified.

The City's review or acceptance of Certificates of Insurance shall not relieve the Company of any requirement to provide the specific insurance coverages set forth in the Agreement. Nor shall the City's review or acceptance of Certificates of Insurance constitute a waiver of the specific insurance coverage requirements set forth in the Agreement or acknowledgement that all insurance coverage requirements set forth in the Agreement have been met.

- 21. The traditional certificate form will remain as evidence of insurance coverage, but this will no longer suffice to document that the City is an additional insured, even if the certificate so states. In order to comply with the with the additional insured requirements, contractors will need to carry one of two types of additional insured endorsements to the policy:
 - Option 1 A specific additional insured endorsement to make the City of Greenville, NC an additional insured for the purpose of the contract, or
 - Option 2 A blanket additional insured endorsement to cover all companies (including the City of Greenville, NC) that require additional insured protection.

If a contractor chooses Option 1, the <u>specific</u> endorsement, the required documentation for City Contracts is:

- A certificate of insurance to document the coverage, plus
- An original of the endorsement to effect the additional coverage.

If a contractor chooses Option 2, the <u>blanket</u> endorsement, the required documentation for City Contracts is:

- A certificate of insurance to document the coverage, plus
- Statements by the agent on the certificate of insurance that:
- o The general liability policy includes a blanket additional insured endorsement showing the endorsement form number, and
- The City is an additional insured.

22. Indemnification.

- a) To the maximum extent allowed by law, Contractor shall indemnify and save harmless indemnities from and against all charges that arise in any manner from, in connection with, or out of this contract (including, but not limited to, charges that arise as a result of acts or omissions of Contractor, Indemnities, or any other person, firm or corporation). In performing its duties under this subsection "a", Contractor shall at its sole expense defend Indemnities with legal counsel reasonably acceptable to the City of Greenville ("City").
- b) Definitions. As used in subsections "a" above and "c" below "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, obligations, fines, penalties, royalties, and expenses (including interest and reasonable attorney's fees assessed as part of any such item); "Contractor" means all parties to this contract other than City; and "Indemnities" means City and its officers, officials, independent contractors, agents, and employees.
- c) Limitation of Contractor's Obligation. If this is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road appurtenance or appliance, including moving, demolition and excavating therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless the City, its independent contractors, agents, employees, or indemnities against liability for damages arising out of bodily injury to

persons or damage to property proximity caused by or resulting from the negligence, in whole or in part, or the City, its independent contractors, agents, employees, or indemnities.

23. Hold Harmless and Indemnity Agreement:

To the fullest extent permitted by law, Company shall indemnify and hold harmless the City, its employees, agents, and consultants against any liability arising out of or in connection with any of the operations or obligations of Company, including but not limited to any said operations or obligations subcontracted or assigned to a different person or entity from claims, damages, losses, and expenses, including but not limited to attorneys' fees, which is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, caused by acts or omissions of Company or anyone directly or indirectly employed by them or anyone for whose acts the Company may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligation of indemnity which would otherwise exists as to a party or person described in this paragraph.

- 24. The successful bidder is required to commence work within ten (10) written days after written notice from the Project Manager. Termination of work shall also be controlled by the City of Greenville.
- 25. All work under this contract shall be completed within three hundred and sixty five (365) days from the date of the Notice to Proceed.
- 26. E-VERIFY COMPLIANCE: The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal, The Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.
- 27. IRAN DIVESTMENT ACT: Vendor certifies that: (i) it is not on the Iran Final Divestment List created by the NC State treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any actions causing it to appear on said list during the term of any contract with the City, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on said list.
- 28. Any questions regarding the Contract Conditions and Bid Documents should be directed to Mark Nottingham in writing by email to mnottingham@greenvillenc.gov.

SUBMIT PROPOSALS IN CARE OF: Recreation and Parks Department City of Greenville 2000 Cedar Lane Greenville, NC 27858 (252) 329-4242

BIDDER'S FIRM NAME:	 		
D. T		·	
DATE: March 29, 2022			

PROPOSAL: Wildwood Park Mountain Bike Trails, Skills Course, and Pump Track The Undersigned, as Bidder, hereby declares that only person or persons interested in this proposal as principals or principals is or are named herein and that no other persons than herein mentioned has any interest in this proposal or in the contract to be entered, 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 respect fair and in good faith without collusion or fraud.

The bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the specifications for 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.

Materials to be furnished shall be in compliance with standard specifications and special provisions. CONTRACTOR'S responsibility shall continue uninterrupted until expiration of the warranty period as stated in the specifications after completion of the work. The owner (City of Greenville) reserves the right to select any or all of the alternates and to increase or decrease the total contract amount utilizing the unit prices supplied by the CONTRACTOR in the bid form.

The Bidder agrees, if his proposal is accepted, to contract with the City of Greenville, 200 West Fifth Street, Greenville, NC 27858, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete within the time allotted as specified, the General Construction work on the Owner's property, in complete accordance with the Plans, Specifications, and Contract Documents bearing the title **Wildwood Park Mountain Bike Trails, Skills Park**, **and Pump Track** with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sums as follows.

City of Greenville, NC Wildwood Park Mountain Bike Trails, Skills Park, and Pump Track BID FORM

	Wildwood Park Bid Sheet		
item No	Description	Est Quantity	Unit
	Miscellaneous		
1	Mobilization	1	LS
		Sub Total	s
	Singletrack Trail Construction		_i
1	USFS Class 3, Bike Optimized Singletrack Trail (38" average width)	32.560	LF
2	Boardwalk without handrail (615ft x 3ft)	1,845	SQ FT
3	Traction enhancement for boardwalk decking	1845	SQ FT
4	Imported 4" Thick Stone Trail Armoring	144	TN
		Sub Tolal	\$
	Pump Track Construction		
1	Site Preparation + Orainage	1	LS
2	70/30 Clay/Sand Fill Material	875	CUYD
3	Road Base Fill	80	CUYD
4	Paved Riding Surface	3,958	SQ FT
		Sub Total	s
	Skills Park Construction		<u> </u>
1	40' Shipping Container with flood vents, anchors	2	LS
2	20' Shipping Container with flood vents, anchors	1	LS
3	70/30 Clay/Sand Fill Materiat	1200	CUYD
4	Start area, container surfacing, handrails, drop, access ramp w/ relaining wall	1	LS
5	Advance line constructed take of ramp, steel substructure rough sawn cedar finish, 6' tall	4	LS
6	Intermediate line constructed take off ramp, steel substructure rough sawn cedar finish, 4' tall		
 7		4	LS
	Beginner line constructed take off ramp, steel substructure rough sawn cedar finish, 3' tall	4	LS
· · · · · · · · · · · · · · · · · · ·	Add Alternates	Sub Total	S
1	Add Alternates Trex Decking upgrade to boardwalk	1845 SQ FT	s
<u>.</u>	Trail Carsonite Signage Posts	24 LS	5
3	Trail Entrance Arch	24 LS 1 LS	s
4	Trall Map Kiosk	1 LS	5
5	Pump Track & Skills Park Kiosk	1 LS	s
6			
7	Pump Track Curved Wall Ride, 30' Long	2 LS	\$
8		1 LS	\$
··-·	Advance skills line wall ride, 20' tong Push hite track (strides bits)	1 LS	\$
9	Push bike track (strider bike)	1 LS	\$
10	Live Edge Cedar Benches w/ Steel Frame	6 LS	\$
		Sub Total	S
		Total	\$

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Addenda Received:	Required MWBE Forms Included:
Bid reviewed, prepared and submitted by	γ:
Company Name:	
Date:	
Address:	
Phone Number:	
General Contractor's License Number:	
Signed:	Print Name:

- **A. SUBCONTRACTORS:** Prior to the execution of a contract, the successful bidder hereby agrees to provide City of Greenville with a list of all other subcontractors (name, address, telephone number, contact person, etc.):
- **B. EXTENDED PROPOSAL:** Bidder agrees that this bid shall be valid and may not be withdrawn for a period of sixty (60) calendar days after the closing time for receiving bids.
- C. CONTRACT TIME: The Undersigned further agrees to commence said work upon receipt of the Notice to Proceed issued by the City and to complete the same within <u>Three hundred and sixty-five (365)</u> Calendar days after date of the Notice to Proceed.
- D. LIQUIDATED DAMAGES FOR SUBSTANTIAL COMPLETION: The Undersigned agrees that, from the compensation otherwise to be paid, the Owner may retain the sum of One Thousand and No Dollars (\$1,000.00) for each calendar day that the entire Work remains incomplete after thirty (30) calendar days following the date of Substantial Completion issued by the Designer or Owner, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Undersigned to complete work at the time stipulated in the Contract. This sum is not to be construed in any sense a penalty.
- **E. FINAL COMPLETION / FINAL ACCEPTANCE:** The Undersigned agrees to complete all the Work within thirty (30) calendar days after the date of Substantial Completion.

ALTERNATES

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "added to" the base bid.

REQUIRED FORMS

The following forms have been completed by the CONTRACTOR and are attached hereto. CONTRACTOR to sign.

MBE / WBE Form(s):

Refer to the Instructions section found on page 3 of the MBE / WBE Forms in the Project Manual.

Bid Bond for City of Greenville:

Refer to the Bid Bond forms found in the Project Manual. Use these forms, only if required.

Respectfully submitted this	day of	, 2022.
Signature:		
License No	Expiration Date:	

BID BOND for the City of Greenville

Contract name and number or other description of the Contract:

Name of Bidder:	•
Name, address, and to	elephone number of Surety's N. C. Resident Agent:
Telephone number of	Surety's home office:
Surety is a corporation	on organized and existing pursuant to the laws of the State of:
Amount of this bond:(a) (write or	check (a) or (b): type the amount in words and figures) All numbers in this section are in U. S. dollars.
(\$)
(b) five perc	ent of the amount of the proposal
Bond number:	
Date of execution of the	his bond:
Ot	oligee: CITY OF GREENVILLE, a North Carolina municipal corporation.
to act as surety in North the amount stated above successors and assigns, proposal for the Contradeposit pursuant to G.S. such, that if the Bidder the award is made, executed the award is made, executed fails or refuses to so export with pay to the Object of the contract. IN WITNESS	IS BY THESE PRESENTS, that the Surety executing this bond, which Surety is duly licensed in Carolina, is held and firmly bound unto the City of Greenville, Obligee, in the penal sum of e, for the payment of which sum, well and truly to be made, the Surety binds itself and its injointly and severally, by these presents. Whereas the Bidder is herewith submitting a lact referred to above, and the Bidder desires to file this Bid Bond in lieu of making the cash is 143-129; NOW THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is shall be awarded the contract for which the bond is submitted, and shall, within ten days after cute and deliver to the Obligee the contract and give satisfactory surety as required by G.S. gation shall be null and void, otherwise to remain in full force and virtue; and if the Bidder ecute and deliver said contract or give said satisfactory surety, the Surety shall upon demand obligee the full penal sum of this bond. The Surety waives all extensions of time, and notice of the opening of proposals and for the modification, award, execution, and delivery of the SWHEREOF, the Surety has executed this instrument under its seal as of the date of ove, pursuant to authority of its governing body.
	(name of Surety)
(Instructions to Surety:	(signature of Surety's attorney in fact) (Affix Surety's corporate seal) If you use a raised corporate seal, press hard enough to make it legible.)

ACKNOWLEDGMENT OF SURETY'S EXECUTION OF BID BOND

State of		County of
		, a notary public in and for said county and
		personally appeared before
me this day and acknow	wledged that he or she is At	torney in Fact for
		, the
		bond the Obligee is the City of Greenville, and that have the surety, on behalf of the Surety.
This the	day of	, 20
My commission expire	s:	
		Notary Public

PERFORMANCE BOND AND PAYMENT BOND

Date of Contract:	
Contract Name and Number:	
Name of Principal (Name of Contractor):	
The Principal is organized and existing under the laws of the following State:	
Name of Surety:	
Name, address, and telephone number of Surety's N. C. Resident Agent:	
Amount of Performance Bond (in words and figures): (\$)	· · · · · · · · · · · · · · · · · · ·
	dollars
Bond number:	
Date of Execution of these Bonds:	

Contracting Body: CITY OF GREENVILLE, a North Carolina municipal corporation.

Amount of Payment Bond: same dollar amount as the dollar amount of the Performance Bond.

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

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

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue. As used hereinabove, "modifications" shall include, without limitation, changes (including, without limitation, changes granting extensions of time) and additions to or with respect to the work, scope of work, and specifications. The undertakings, covenants, terms, conditions, and agreements of said contract shall include, without limitation, the Principal's obligations, if any, with respect to damages for delay, to indemnify, and to provide warranties.

* * * * * * * * * * * * * * * * * * *

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

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

NOW THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue. As used hereinabove, "modifications" shall include, without limitation, changes (including, without limitation, changes granting extensions of time) and additions to or with respect to the work, scope of work, and specifications.

* * * * * * * * * * * * * * * * * * *

The Performance Bond and the Payment Bond are being combined here only for purposes of convenience in signing and acknowledging, and the obligations of the Principal and of the Surety are the same as if the bonds were on separate documents. Each bond is in the dollar amount stated above, and the amounts of these bonds are not combined. The Surety agrees that both of these bonds are fully binding on it whether or not the Principal executes these bonds. These bonds are given pursuant to Article 3 of Chapter 44A of the N. C. General Statutes.

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

	(name of Principal)	
[Execution by Principal when the Principal is a corporation]		

	By:	
	Title of officer:	
(Affix Principal's corporate seal.)		
Execution by Principal when the Principal is	s a limited liability company]	
	Ву:	
	Manager of Principal	
[Surety's execution]		
	(name of Surety)	
	gnature of attorney in fact) ix Surety's corporate seal)	

(Instructions to Surety and Principal: If you use a raised corporate seal, press hard enough to make it legible.)

ACKNOWLEDGMENT OF $\underline{\text{CONTRACTOR'S}}$ EXECUTION OF CONTRACT AND PERFORMANCE BOND AND PAYMENT BOND

[Acknowledgment when the	e Contractor (the Principal) is	s a corporation]
State of	County of	
I, a notary public in and for	the aforesaid county and star	te, certify that
chairperson/ president/ chie	f executive officer/ vice-pres	ne or she is (strike through the inapplicable:) sident/ assistant vice-president/ treasurer/ chief
foregoing contract with the	City of Greenville and Perfo	act of the corporation, he or she signed the ormance Bond and Payment Bond with respect to astrument(s). This theday of
My commission expires:		Notary Public
-	•	is a limited liability company] y of
State of	County	y 01
l,that		a notary public for said county and state, certify(1) appeared before me
limited liability company, (in the Performance Bond and in the Performance Bond and Indiana Bond	r she is a manager of	regoing contract with the City of Greenville and to the contract carry on the company's business in of the contract and the Performance Bond and
This the	day of	, 20
My commission expires:		
		Notary Public

ACKNOWLEDGMENT OF <u>SURETY'S</u> EXECUTION OF PERFORMANCE BOND AND PAYMENT BOND

State of		County of
I, a notary public ir	and for the aforesaid cou	unty and state, certify thatpersonally appeared before me this day
and stated that he o	or she is Attorney in Fact f	
	the City of Greenville, an	nce Bond and Payment Bond, in both of which bonds the id that he or she executed said bonds, under the seal of the
This the	day of	, 20
My commission ex	pires:	
		Notary Public

City of Greenville/Greenville Utilities Commission Minority and Women Business Enterprise (MWBE) Program

City of Greenville Construction Guidelines and Affidavits \$100,000 and above

These instructions shall be included with each bid solicitation.

City of Greenville/Greenville Utilities Commission Minority and Women Business Enterprise Program

\$100,000 and Construction Guidelines for MWBE Participants

Policy Statement

It is the policy of the City of Greenville and Greenville Utilities Commission to provide minorities and women equal opportunity for participating in all aspects of the City's and Utilities' contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchases, and professional and personal service contracts.

Goals and Good Faith Efforts

Bidders responding to this solicitation shall comply with the MWBE program by making Good Faith Efforts to achieve the following aspiration goals for participation.

	CI	ГҮ
	MBE	WBE
Construction This goal includes	10%	6%
Construction Manager at Risk.		

Bidders shall submit MWBE information with their bids on the forms provided. This information will be subject to verification by the City prior to contract award. As of July 1, 2009, contractors, subcontractors, suppliers, service providers, or MWBE members of joint ventures intended to satisfy City MWBE goals shall be certified by the NC Office of Historically Underutilized Businesses (NC HUB) only. Firms qualifying as "WBE" for City's goals must be designated as a "women-owned business" by the HUB Office. Firms qualifying as "MBE" for the City's goals must be certified in one of the other categories (i.e.: Black, Hispanic, Asian American, American Indian, Disabled, or Socially and Economically Disadvantaged). Those firms who are certified as both a "WBE" and "MBE" may only satisfy the "MBE" requirement. Each goal must be met separately. Exceeding one goal does not satisfy requirements for the other. A complete database of NC HUB certified firms may be found at http://www.doa.nc.gov/hub/. An internal database of firms who have expressed interest to do business with the City and GUC is available at www.greenvillenc.gov. However, the HUB status of these firms must be verified by the HUB database. The City shall accept NCDOT certified firms on federally funded projects only. Please note: A contractor may utilize any firm desired. However, for participation purposes, all MWBE vendors who wish to do business as a minority or female must be certified by NC HUB.

The Bidder shall make good faith efforts to encourage participation of MWBEs prior to submission of bids in order to be considered as a responsive bidder. Bidders are cautioned that even though their submittal indicates they will meet the MWBE goal, they should document their good faith efforts and be prepared to submit this information, if requested.

The MWBE's listed by the Contractor on the **Identification of Minority/Women Business Participation** which are determined by the City to be certified shall perform the work and supply the materials for which they are listed unless the Contractors receive <u>prior authorization</u> from the City to perform the work with other forces or to obtain materials from other sources. If a contractor is proposing to perform all elements of the work with his own forces, he must be prepared to document evidence satisfactory to the owner of similar government contracts where he has self-performed.

Attach to Bid At

Instructions

The Bio	der shall provide with the bid the following documentation:
	Identification of Minority/Women Business Participation (if participation is zero, please mark zero—Blank forms will be considered nonresponsive)
OR	Affidavit A (if subcontracting)
	Identification of Minority/Women Business Participation (if participation is zero, please mark zero—Blank forms will be considered nonresponsive)
	Affidavit B (if self-performing: will need to provide documentation of similar projects in scope, scale, and cost)
	72 hours or 3 business days after notification of being the <u>apparent low bidder</u> who is tracting anything must provide the following information:
	Affidavit C (if aspirational goals are met or are exceeded)
OR	
	Affidavit D (if aspirational goals are <u>not</u> met)
Execu	After award of contract and prior to issuance of notice to proceed: Letter(s) of Intent or ted Contracts
	pay request, the prime contractors will submit the Proof of Payment Certification, nts made to MWBE subcontractors.

Minimum Compliance Requirements:

All written statements, affidavits, or intentions made by the Bidder shall become a part of the agreement between the Contractor and the City for performance of contracts. Failure to comply with any of these statements, affidavits or intentions or with the minority business guidelines shall constitute a breach of the contract. A finding by the City that any information submitted (either prior to award of the contract or during the performance of the contract) is inaccurate, false, or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the City whether to terminate the contract for breach or not. In determining whether a contractor has made Good Faith Efforts, the CITY will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts.

***If a change is needed in MWBE Participation, submit a Request to Change MWBE Participation Form. Good Faith Efforts to substitute with another MWBE contractor must be

demonstrated.

Attach to Bid At

hereby certify that on this project, we will use the follow construction subcontractors, vendors, suppliers or provi-	ders of professional servi	ces.
m Name, Address and Phone#	Work type	*MWBECategor
		-
IWBE categories: Black, African American (B), Hispanic, La (I), Female (F) Socially and Economically Dis	tino (L), Asian American (Asiadvantaged (S) Disabled (I	A) American Indian))
If you will not be utilizing MWBE contracto	rs, please certify by ento	ering zero "0"

Attach to Bid Attach to Bid

	,	(Name of Bidder)
Afí	idavit of	
		have made a good faith effort to comply under the following areas checked:
		at least 50 points from the good faith efforts listed for their bid to be
	•	ve. (1 NC Administrative Code 30 I.0101)
u	that were known to the	ed minority businesses that reasonably could have been expected to submit a quote and the contractor, or available on State or local government maintained lists, at least 10 days and notified them of the nature and scope of the work to beperformed.
	2 (10 pts) Made the minority businesses	e construction plans, specifications and requirements available for review by prospective or providing these documents to them at least 10 days before the bids are due.
	3 – (15 pts) Broken minority participatio	n down or combined elements of work into economically feasible units to facilitate n.
	Office of Historically	with minority trade, community, or contractor organizations identified by the y Underutilized Businesses and included in the bid documents that provide nent of minority businesses.
	5 - (10 pts) Attended	d prebid meetings scheduled by the public owner.
U	6 – (20 pts) Provided or insurance for subc	assistance in getting required bonding or insurance or provided alternatives to bonding ontractors.
<u> </u>	unqualified without s	ted in good faith with interested minority businesses and did not reject them as sound reasons based on their capabilities. Any rejection of a minority business based on should have the reasons documented in writing.
	waiving credit that is	d assistance to an otherwise qualified minority business in need of equipment, loan t, or joint pay agreements to secure loans, supplies, or letters of credit, including cordinarily required. Assisted minority businesses in obtaining the same unit pricing pliers in order to help minority businesses in establishing credit.
	9 – (20 pts) Negotiat increase opportunitie possible.	red joint venture and partnership arrangements with minority businesses in order to see for minority business participation on a public construction or repair project when
	10 - (20 pts) Provide meet cash-flow dema	d quick pay agreements and policies to enable minority contractors and suppliers to unds.
Idei to b	ntification of Minor be executed with the	parent low bidder, will enter into a formal agreement with the firms listed in the ity/Women Business Participation schedule conditional upon scope of contract Owner. Substitution of contractors must be in accordance with GS143-de by this statutory provision will constitute a breach of the contract.
		y certifies that he or she has read the terms of the minority/women business horized to bind the bidder to the commitment herein set forth.
С	Date <u>:</u>	Name of Authorized Officer:
		Signature:
	SEAL	Title:
	SEAL	State of, County of
		Subscribed and sworn to before me thisday of20
		Notary Public
		My commission expires

MBForms 2002-Revised July 2010 Updated 2019 Attach to Bid Attach to Bid

City of Greenville -- AFFIDAVIT B-- Intent to Perform Contract with own Workforce.

County of		
Affidavit of		
I hereby certify that it is o	(Name of Bidder) our intent to perform 100% of the work required for	contract.
	(Name of Project)	
this type project, and nor	on, the Bidder states that the Bidder does not customarily subcontract mally performs and has the capability to perform and will perform all ct with his/her own current work forces; and	elements of elements
The Bidder agrees to prov support of the above state	vide any additional information or documentation requested by the owement.	ner in
The undersigned hereby of Bidder to the commitmen	certifies that he or she has read this certification and is authorized to buts herein contained.	ind the
Date	Name of Authorized Officer:	
	Signature:	
SEAL	Title:	
State of	, County of	_
Subscribed and swor	rn to before me thisday of20	
Notary Public		

My commission expires_____

Do not submit with bid Do not submit with bid Do not submit with bid

City of Greenville - AFFIDAVIT C -

Portion of the Work to be Performed by MWBE Firms

County of			d by MWBE FILE	115
(Note this form is to be sub	mitted only by th	e apparent lowe	st responsible, respons	ive bidder.)
If the portion of the work to the COG/CITY MWBE Pla price, then the bidder mus lowest responsible, respon	n sec. III is <u>equa</u> t complete this a	<u>l to or greater t</u> ffidavit. This aff	<u>han 16%</u> of the bidder idavit shall be provide	s total contract d by the apparent
Affidavit of			I do hereby o	certify that on the
	(Name of	f Bidder)	·	,
Project ID#	(Project		d \$	
I will expend a minimum of business enterprises and a minimum of business enterprises. Minor vendors, suppliers or provider firms listed below.	nimum ofity/women_busine	_% of the total do _% of the total d sses will be em ervices. Such wo	llar amount of the contra ollar amount of the contra ployed as construction rk will be subcontracted	ct with minority ract with women subcontractors,
Name and Phone Number		Attach additional si	Work description	Dollar Value
		Category	•	
			1	
· · · · · · · · · · · · · · · · · · ·				
			or Latino (L), Asian Amer ly and Economically Disa	
Pursuant to GS143-128.2(d), work listed in this schedule this commitment may constitution.	conditional upon e	execution of a co		
The undersigned hereby cert authorized to bind the bidder	ifies that he or she to the commitmen	has read the tern nt herein set forth	ns of this commitment a	nd is
Date:	Name of Authorize	d Officer:		
SEAL	State of		ounty of	
			thisday of	
			uay oi	

MBForms 2002-Revised July 2010 Updated 2019

City of Greenville AFFIDAVIT D - Good Faith Efforts

County of			
(Note this form is to be submitted only by		t responsible, responsive b	idder.)
If the goal of 16% participation by m shall provide the following document			
Affidavit of(Nam			
(Nam	ne of Bidder)		
that on the	(D. 1. (M.		
Project ID#	(Project Name)Amo	unt of Bid \$	
business enterprises and a minimum of_ business enterprises. Minority/women b vendors, suppliers or providers of profes firms listed below. (Attach additional	usinesses will be er ssional services. Su	nployed as construction s	ubcontractors,
Name and Phone Number	*MWBE Category	Work description	Dollar Value
*Minority categories: Black, African American (

(I). Female (F) Socially and Economically Disadvantaged (S) Disabled (D)

Examples of documentation required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- Copy of pre-bid roster.
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- Letter detailing reasons for rejection of minority business due to lack of qualification.
- Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Do not submit with the bid Do not submit with the bid Do not submit with the bid

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with MWBE Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date:	Name of Authorized Officer:		
	Signature:		
	Title:		
(SEAL)	State ofCounty of		
	Subscribed and sworn to before me this	day of	20
	Notary Public		
	My commission expires		

LETTER OF INTENT MWBE Subcontractor Performance

Please submit this form or executed subcontracts with MWBE firms after award of contract and prior to issuance of notice to proceed.

ROJECT:			
	(Project Name)		
O:			
	(Name of Prime Bidde	r/Architect)	
he undersigned intends to perform worl	k in connection with the	above project as a:	
Minority Business Enterprise		Women Business En	terprise
he MWBE status of the undersigned is on the inderutilized Businesses (required)		f Historically	
he undersigned is prepared to perform t aterials or services in connection with t nount:			
Work/Materials/Service Provided	Dollar Amount of Contract	Projected Start Date	Projected End Date
<u> </u>			414.4
	(Date)		
(Address)	(Name &	Phone No. of MWBE Fire	m)
		<u>-</u> .	
lame & Title of Authorized Representative of M	MWBE) (Signature of	Authorized Representativ	ve of MWBE)

REQUEST TO CHANGE MWBE PARTICIPATION

(Submit changes only if notified as apparent lowest bidder, continuing through project completion)

Project:	
Bidder or Prime Contractor:	
Name & Title of Authorized Repr	resentative:
Address:	Phone #:
Email Address:	
Total Contract Amount (including	g approved change orders or amendments): \$

Name of replacement subcontractor:	
The MWBE status of the contractor is certified by the N Businesses (required)YesNo	C Office of Historically Underutilized
Dollar amount of original contract \$	-
Dollar amount of amended contract \$	_
Other Proposed Action:	
Increase total dollar amount of work Decrease total dollar amount of	Add additional subcontractor Other
Please describe reason for requested action:	
If adding* additional subcontractor: The MWBE status of the contractor is certified by the Ne Businesses (required). Yes No *Please attach Letter of Intent or executed contract document amount of original contract \$	iment -
The MWBE status of the contractor is certified by the Ne Businesses (required). Yes No *Please attach Letter of Intent or executed contract documents.	iment -

Do not submit with the bid Do not submit	with the hid De not submit with the	hid Do not submit with the hid

Pay Application No
Purchase Order No

Proof of Payment CertificationMWBE Contractors, Suppliers, Service Providers

Prime Contractor:	****			
Current Contract Amount (including	g change orders): \$			
Requested Payment Amount for th	is Period: \$			
Is this the final payment?Ye	sNo			
Firm Name	MWBE Category*	Total Amount Paid from this Pay Request	Total Contract Amount (including changes)	Total Amoun Remaining
*Minority astogovice	Dlogle African American (D)	Hispanic or Latino (L), Asian American	(A) American In Eq. (I) Francis	L. (F)
Mulonly calegories.		ruspanic of Latino (L), Asian Americar nomically Disadvantaged (S) Disabled (ie (r)
Date:	Certified B	Sy:Name		
		Title		

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PART II CONSTRUCTION SPECIFICATIONS

Wildwood Park Bike Trails General Notes

- It is required that Qualified Trail Contractor must have a minimum three years experience
 of work on public projects that includes: singletrack trails, gravity jump trails, pump tracks,
 dirt jumps and other mountain bike trail elements.
- It is required that Qualified Trail Contractor be able to submit (3) three project references.
 It is acceptable to submit a single page reference sheet that includes project descriptions, scope of work, contract amount, start and completion dates, and reference contact information. The (3) three project references may consist of (1) Trail Project Reference, (1) Pumptrack Project Reference, and (1) Skills Park Project Reference.
- It is required that Qualified Trail Contractor be a licensed General Contractor in the state
 of North Carolina due to the scope of the project.
- It is the responsibility of the Qualified Trail Contractor to secure the required building permits.
- Contractor responsible for field layout of all new improvements. Digital files of the proposed design will be provided upon request.
- All trail construction shall comply with the specifications, drawings, requirements, and design intent prescribed in the construction and contract Documents. Acceptable modifications shall be presented by the Trail Contractor to the Owner's Representative for approval in writing. Field fit modifications are encouraged when necessary to ensure proper flow and function of trail features.
- Contractor to avoid any site disturbance beyond the necessary limits of construction to the extent possible. Any areas disturbed during construction activities shall be revegetated and restored to professionally finished conditions. Minimize disturbance to existing vegetation.
- Contractor responsible to coordinate delivery, assembly and installation of all materials and furnishings per manufacturer's instructions.
- Contractor shall designate an experienced Test Rider with expert knowledge of the intended experience to oversee construction of this project. This Test Rider shall thoroughly test ride all trails and trail features to ensure the specified riding experience, design, flow, rhythm, character, difficulty, and specifications are met.
- Prior to construction, contractor shall contact all utility companies potentially involved in
 or having facilities on or near the site. Contractor shall contact North Carolina 811
 (www.nc811.org) underground service alert program a minimum of two working days in
 advance of any excavation or grading work. Bike Park Design shall not be held liable for
 the existence or location of any underground utilities or other buried objects.
- Completed bike park shall reflect professional workmanship in appearance, quality, and attention to detail. Trails and features shall be well integrated into site, aesthetically pleasing in appearance, and well-shaped, crafted, and finished according to commonly accepted best practices for high quality and sustainable mountain biking trails. Work must be completed to the satisfaction of the Owner's Representative.
- The Trail Contractor shall be responsible for fine grading and positive drainage away from all trails and trail features. No ponding of surface water shall be on or adjacent to the trail surface. During construction, additional drainage methods may be necessary by the Contractor to promote positive site drainage. All drainage methods, devices and locations shall be employed in accordance with professional trail building standards and approval by Owner's Representative.
- Fill needed for construction of trails and features may be generated during trail
 excavation, borrowed from surrounding landscape where appropriate, borrowed from

onsite stockpiles, or imported when necessary. Material shall be uncontaminated and free of organic material, trash, and other objects. Fill material shall be screened to 4", placed, graded, and compacted by Contractor in a manner that will support the intended use.

- The intent of the Cap material is to cover the existing Fill soils with a minimum 4" layer of professionally-finished surface that facilitates drainage, compacts well, and accommodates riders in reasonably variable wet & dry conditions. 3/8" minus screened mix consisting of 60% sand, 20% clay, 15% silt and 5% gravel; or similar alternative to be approved by Owner's Representative. Refer to soils specifications for additional information.
- For all Fill & Cap materials specified, it shall be understood and agreed that quantities listed are estimated only and may be increased or decreased on a unit cost basis as needed to meet feature specifications.
- All trails and features shall be compacted to 90% density in a manner that will support the intended use.
- Imported boulder and rock materials shall be consistent with or match onsite materials.
 To be approved by Owner's Representative.

Wildwood Park Bike Trail Singletrack Construction

Sec 1 - General Notes

1.1 - Summary

- The Wildwood park project consists of building approximately 32,560 linear feet of single track mountain bike trail and associated Skills Park and Pump Track
- All trail construction shall be constructed to sustainable standards as described in IMBA's Trail Solutions: IMBA's Guide To Building Sweet Singletrack (June, 2004).
- All single track trail shall resemble USFS Trail Class 3.

1.2 - Quality Assurance

- All communications shall be made by the general contractor to the project manager.
 Sub-contractors shall bring issues to the general contractor's attention who will then bring them to the project manager's attention. The project manager for the owner will be:
- Trail construction shall be conducted by a professional firm that can demonstrate significant and successful experience in the field of mountain bike-optimized natural surface trail development.

Sec 2 - Product

2.1 - Materials

- Mineral soils free of organics shall be used for all trail tread.
- All wood shall be treated marine grade or rot resistant native species (Eastern Red Cedar, Black Locust, Bald Cypress).
- All stone steppers used in trail tread shall be a minimum of 18" and 4" in thickness.

Sec 3 - Execution

3.1- Tree Protection

- All trees 6" DBH (diameter breast height) shall not be scared, skinned, or damaged by trail equipment. Where damage is likely, the tree bark shall be protected.
- Trees shall be pruned at the bark collar and not flush cut.
- Do not excavate in tree protection zone unless otherwise indicated.

3.2- Trail Corridor

Clearing shall be within 10' of the construction flag line.

- Trees over 6" DBH shall not be removed without prior approval.
- Trail corridor shall be 48" wide unless noted for unique sections.
- Trail corridor shall be cleared 10' above the trail.
- All vegetation cut from the trail corridor shall be moved at a minimum of 30' from any trail corridor.
- Any vegetation removed shall be cut to lay flat with cut ends pointing away from the trail.

3.3- Site Improvements

- The trail consists of approximately 32,650 linear feet of trail with 3000 sq ft of permitted wetland construction.
- Trail tread is between 24" and 36" wide.
- All tread shall be out sloped at 2% to 6%
- Grades shall not exceed 10% for an extended period, short stretches (under 100') are allowed to be 15% grade.
- All bench cut trail shall be constructed as "Full Bench Cut" as described in the IMBA book IMBA's Trail Solutions: IMBA's Guide To Building Sweet Singletrack (June, 2004).
- The excess soil shall not appear to be part of the trail tread and shall not form a berm on the outer edge of the tread that will restrict the natural flow of water off the trail.
 Excess soil shall be covered with leaves and other organic debris to resemble the surrounding forest floor. The back slope shall transition smoothly to the hillside above.
- Tread obstacles cannot exceed height listed in individual trail specifications. The trail
 tread shall have a compacted mineral soil surface. Compaction shall be completed
 using a mechanized tamper such as a vibrating plate compactor to 90% relative
 compaction. The trail bed shall be shaped to leave an even, compacted, uniform
 surface free of indentations or protruding severed roots and stumps. The grading of
 trail tread, back slope, and drainage features shall be finished to a stable surface.
- The contractor shall not complete more than 500 feet of new trail construction before
 "finishing" the trail tread and backslope. Disturbed soil outside of the trail tread and
 backslope shall be covered with dead vegetation, rocks and/or other approved natural
 materials to aid with sedimentation control and aesthetics. There shall be 50%
 coverage at a minimum.
- Borrow pit development shall take place within 5' of the trail centerline with all borrow pits and access routes stabilized and naturalized

3.4- Erosion Control

- No more than 500 LnFt of trail shall be left unfinished at any period.
- In areas where the trail crosses drainage swales with potential for water flow, straw
 wattles a minimum of eight inches in diameter shall be installed downhill of the trail
 tread and any disturbed and un-compacted soil.

Sec 4 - Equipment

- All machines must be in professional working condition and free of any fluid leaks.
- If a machine develops a leak it must be removed from service immediately and can not be utilized until repaired.
- Primary trail construction equipment shall not be wider than the finished trail tread.
- Support equipment may be utilized to move imported materials to specified staging locations.
- Support equipment can not travel across delineated wetlands.
- Any machine access paths must be obliterated prior to contract completion.

 Due to the nature of the landscape, all machines used in trail construction must be under 4.8 psi ground pressure.

Sec 5 - Wetlands Construction

- Wetland construction specifications supersede any other specifications.
- Only primary construction equipment is allowed in delineated wetlands.
- Soil disturbance shall be limited to trail tread width.
- No trail tread shall be left unfinished at the end of each work day.

Wildwood Park Pump Track Construction

Sec 1 - General Notes

1.1 - Summary

- The Wildwood Park pump track and skills area constriction consists of a feature based bicycle skills park with jump features and a pavement finished pump track.
- All trail construction shall be constructed to professional standards with consideration for longevity of the features.

1.2 - Scope of Work

- All work as indicated on the plans and specifications.
- · All off-haul of spoils and debris and lawful disposal.
- Pump Track grading must be performed by a pre-qualified Contractor.
- All work necessary for a complete and functional Pump Track.
- All site furnishings, signage, and installations.
- All temporary facilities, erosion control, Limits of Disturbance/Silt Fencing, and equipment to accommodate work and workers.
- Monitoring and maintenance of erosion control measures.
- All dewatering, tarping, tilling, etc. as necessary to accommodate project schedule at no additional costs.
- Project Closeout documents.

Sec 2 - Pump Track Specifications

2.1 - Site Work

- Sitework, erosion control measures, and drainage must be completed before construction of pump track fill grades commence.
- All reasonable attempts shall be made to leave trees larger than 6" DBH for the purposes of shade.

2.2 - General

- Clearing and grubbing operations and Mass Earthwork and Grading to be completed per these plans and specifications and the project general conditions.
- Written dimensions are to take precedence over scaled dimensions. Notify the Owner's Representative of any discrepancies found in the field before moving forward.
 Failure to gain clarification from Pump Track Designer before moving forward will render the contractor responsible for all costs associated with correcting installed work to the satisfaction of the Pump Track Designer.

2.3 - Required Inspection Points

During the course of construction, approval of Pump Track Designer shall be required:

Approval Required On:	Prior to:		
Clearing and grubbing layout/staking	Clearing and grubbing		
2. Site mass grading layout/staking	Mass grading of site		
3. Rough grading	Layout of Pump Tracks and Skills Trail		
Layout/staking of Pump Tracks/Skills Trail	Layout of riding features (berms, rollers, built features, etc.)		
5. Layout/staking of riding features	Rough Grading of riding features		
6. Rough Grading of riding features	Finish grading of riding features		
7. Finish Grading of riding features	Final acceptance		

 In the event the Contractor continues operations without receiving the above approvals, the inspector may, at his/her discretion, require the Contractor to return all construction status to the previous approval point. There shall be no additional payment for any removal or reconstruction required under this section.

2.4 - Submittals

- Description: The purpose of this section is to define the submittals required for this
 project. Should one of these requirements be found elsewhere in the specifications or
 on the plans and not be listed herein below, it shall still be the Contractor's
 responsibility to provide said submittals.
- The Contractor's superintendent shall retain a copy of approved submittals at the work site at all times for the Pump Track designer's use and review. The submittals shall be kept in a binder and cataloged for ease of reference. In addition, pursuant to the Standard Specifications, the contractor shall at all times have on the work site an approved and signed set of bid document plans and specifications, issued revisions and authorized change orders available for the PumpTrack designers use and review. Unless stated otherwise, it is intended that any specified material items shall be deemed to include the term "or approved equal".
- Upon receipt of the "Notice to Proceed", the Contractor shall coordinate with product
 manufacturer's specified herein to ensure that all materials will be available and to
 ensure that all materials will arrive at the job site within the time limit for completion of
 the project. Contractor shall not order any materials until submittals have been
 approved by the Owner's Representative as outlined in the project general conditions.

Sec 3 - Products

3.1 - Materials

 The Contractor shall be responsible for meeting the finish grades and building the riding features (rollers, berms, etc.) as shown on the plans. The Contractor shall provide the source of the import soil for review and approval by the Owner's Representative prior to delivery to the site. Soil Specification: Soil mixtures generated from on-site excavations are not suitable
for reuse as fill for the pump track unless approved by owner or Owner's
Representative. Imported fill soil shall be free of organic material, debris, clods, rock,
etc. and free of trash, chemicals, paints, and any other toxic substances. Imported fill
soil for fine grading operations shall consist of a well graded and compacted mix of a
70% clay / 30% silt content.

- Quantity: Contractor is responsible for verifying import fill quantities for all grading and fill operations related to construction of the park.
- Compacted Fill: On-site fill, backfill, and scarified subgrades shall be moisture conditioned to within 3% of the optimum moisture content. Properly moisture conditioned and cured on-site materials shall be placed in loose horizontal lifts of 8 inches thick or less, and uniformly compacted to at least 95% relative compaction.
- Road Base: Road base shall be used for all fill above the existing grade for pump track construction. Suitable road base shall be approved by Owner or Owner's Representative.

3.3 - Finish Material

- **Asphalt Surface:** Asphalt shall be a 1/4" minus mix design with a thickness of no less than 3" after compaction.
- Native soil can be used to renaturalize unpaved areas and cover compacted road base.

Sec 4 - Execution

4.1 - Description

Work under this item shall include:

- Grading to achieve rough and finish grades for all Pump Track dirt riding features and the finish grading and installation of prefabricated riding features as shown on the design plans.
- Furnish and place approved import soil as necessary to meet grades for Pump Tracks and Skills Trail dirt riding features as shown on the design plans.
- Installation of drainage features.

4.2 - General

- Exact locations, distances, dimensions, elevations, etc. shall be governed by actual field conditions and verified by the Contractor.
- Excavated material shall become the property of the Contractor, and shall be off-hauled and fully disposed of unless otherwise notified by owner or owner's representative
- The contractor shall notify the owner or owner's representative immediately after identifying a grade conflict. The Contractor shall not be eligible for additional compensation for minor design changes other than those that cause a significant change in quantities.

4.3 - Layout of Improvements

- The contractor shall notify the Owner or Owner's Representative immediately after identifying a grade conflict. The Contractor shall not be eligible for additional compensation for minor design changes other than those that cause a significant change in quantities.
- The Contractor shall be responsible for all survey work and shall be responsible for replacing points lost or damaged during the course of construction. The Pump Track

Designer shall provide the Contractor with electronic copies of the Pump Track for the purpose of layout and surveying.

- The Contractor shall be responsible for the accuracy of all layout work. Equipment operators and workers are to be skilled in grading operations and are to be supervised by a competent superintendent who is familiar with the nature of the work, these provisions, and all permit conditions. All grading, sub-grading, and finished grading areas shall be controlled by such intermediate grade stakes and lines as may be necessary to obtain the slopes and levels required by the finished grade elevations shown on the plans.
- All benchmarks, monuments and other reference points shall be carefully protected and maintained at no increased cost and, if disturbed or destroyed, shall be replaced as directed by the Engineer at Contractor expense.
- Exact locations, distances, dimensions, elevations, etc. shall be governed by actual field conditions and verified by the Contractor.
- Staking of pump track layout shall be reviewed and approved by the Owner's Representative after mass grading is complete and prior to starting fine grading activities.
- The location of riding features (berms, rollers, prefabricated features, etc.) as depicted in the sign plans shall be considered approximate and requiring field fit (e.g. heights, lengths, widths, spacing between features) with oversight from the Pump Track Designer. Staking shall be reviewed and approved by the Pump Track Designer prior to starting construction and fine grading activities. The Contractor shall not be eligible for additional compensation for field fit design changes.

4.4 - Construction Methods

- Prior to grading, the site shall be cleared of all obstructions and deleterious materials.
 Debris and materials arising from clearing and removal operations shall be properly
 disposed of off-site. Surface vegetation in the location of the Pump Tracks shall be
 stripped and removed. Soil material containing more than 2% organic matter by weight
 shall be considered organic. Contractor shall plan to strip to a depth of 2 inches, actual
 stripping depths may be less.
- Native soil shall be cleared and grubbed of native vegetation prior to placing imported fill materials. Prior to the placement of riding features (rollers, berms, etc.) and/or fill material, the soil shall be scarified to a minimum depth of 8-12 inches, moisture conditioned, and re-compacted to a minimum 95% relative compaction to achieve optimal uniform compaction. In areas where there is existing topography and natural hill slope, features shall be excavated out of cleared and grubbed native soil and moisture-conditioned and compacted in place to the relative compaction mentioned above. Imported approved fill for riding features shall be placed and water conditioned in lifts not exceeding 8 inches in thickness (before compaction).
- No abrupt changes in slope or contour will be accepted. Contractor shall take special care to feather or taper graded areas to match grade at edge of existing landscape.
- Prior to the placement of any fill material for riding features (rollers, berms, etc.), the
 Contractor shall layout (stake, chalk, flag, etc.) the location of each bike park feature
 in order of riding direction as shown on the plans. Layout of riding features must be
 approved by the Pump Track Designer before feature construction. After approval of
 the layout, riding features shall be constructed or installed in the sequence of riding
 direction as shown on the plans.

- The Contractor shall be responsible for verifying actual location, shape and size of Pump Track riding features and gaining approval from the pump Track Designer prior to construction.
- The Pump Track Designer shall approve finish grades prior to removal of earth moving equipment from the project site.

Wildwood Park Bicycle Skills Park Construction

Sec 1 - General Notes

1.1 - Summary

- The Wildwood park skills park project consists of building (3) three linear jump feature lines and associated support structures.
- All reasonable attempts shall be made to leave trees larger than 6" DBH for the purposes of shade.

1.2 - Quality Assurance

- It is required that a Qualified Trail Contractor must have a minimum three years
 experience of work on public projects that includes singletrack trails, gravity jump
 trails, pump tracks, dirt jumps and other mountain bike trial elements.
- All trail construction shall comply with the specifications, drawings, requirements, and design intent prescribed in the construction and contract documents. Acceptable modifications shall be presented by the Trail Contractor to the Owner's Representative for approval in writing. Field fit modifications are encouraged when necessary to ensure proper flow and function of trail features.

Sec 2 - Trail Preparation

2.1 - Site Layout

- Contractor responsible for field layout of all new improvements. Digital files of the
 proposed sign and base files will be provided upon request. Provide stakes/flags at all
 coordinate locations and every 25 feet along centerline of all pathways for review by
 Owner's Representative prior to any earthwork operations
- Prior to construction, Contractor shall contact all utility companies potentially involved in or having facilities on or near the site. Contractor shall contact North Carolina 811(<u>www.nc811.org</u>) underground service alert program a minimum of two working days in advance of any excavation or grading work. Bike Park Designer shall not be held liable for the existence of any underground utilities or other buried objects.
- Prior to trail grading, surface vegetation in the location of trail alignments should be stripped and removed. Soil material containing organic material should be removed.

2.2 - Bike Trail Fill & Materials

- Fill needed for construction of trails and features may be generated during trail
 excavation, borrowed from surrounding landscape where appropriate, borrowed from
 onsite stockpiles, or imported when necessary. Material shall be uncontaminated and
 free of organic material, trash, and other objects. Fill material shall be screened to 4",
 placed, graded, and compacted by Contractor in a manner that will support the
 intended use.
- Non-expansive soil generated from on-site excavation may be suitable for use assuming material has a maximum plasticity index that meets accepted bike park trail building standards for intended use.

2.3 - Cap Material

- The intent of the Cap material is to cover the existing Fill soils with a minimum 4" layer
 of professionally-finished surface that facilitates drainage, compacts well, and
 accommodates riders in reasonably variable wet & dry conditions.
- For all Fill & Cap materials specified, it shall be understood and agreed that quantities listed are estimated only and may be increased or decreased on a unit cost basis as needed to meet feature specifications.
- Imported boulder and rock materials shall be consistent with or match onsite materials to be approved by the Owner's Representative.
- Contractor is responsible to coordinate delivery, assembly and installation of all materials and furnishings per manufacturer's instructions

2.4 - Trail Alignments and Features

- The bike skills park plan is diagrammatic and may not reflect an exact final alignment for each trail feature. All trail and feature locations are approximate and subject to on-site placement by selected Contractor.
- Trail features (rollers, berms, jumps, etc.) shown are diagrammatic and may not reflect
 exact alignment, location or dimension of each feature. The selected contractor shall
 determine the exact final location and dimension of each feature based upon final trail
 alignment, slope, trail flow, character and difficulty with final approval of the Owner's
 Representative.

2.5 - Trail Grading

- It is the intent of the trail design and grading to achieve a balance between earthwork
 cut and fill. Contractor shall make field adjustments while meeting all required
 performance specifications for bike trails, technical trail features and grading
 requirements herein.
- The Trail Contractor shall be responsible for fine grading and positive drainage away from all trails and trail features. No ponding of surface water shall be on or adjacent to the trail surface. During construction, additional drainage methods may be necessary by the Contractor to promote positive site drainage. All drainage methods, devices and locations shall be employed in accordance with professional trail building standards and approval by the Owner's Representative.
- Trails shall be constructed with frequent grade changes, dips, rollers, etc., to minimize water flow distances along trail surfaces and to minimize erosion.
- No abrupt changes in slope and contour will be accepted. Contractor shall take special
 care to taper graded areas backslopes to match grade at edge of existing landscape.
- Turns on bike skills park trails shall be banked and bermed as necessary according to specifications, drawings, intended riding experience, trail flow, speed and difficulty.

2.6 - Compaction

 All trails and features shall be compacted to 90% relative compaction in a manner that will support the intended use.

2.7 - Trail and Feature Testing

Contractor shall designate an experienced Test Rider with expert knowledge of the
intended experience to oversee construction of this project. This Test Rider shall
thoroughly test ride all trails and trail features to ensure the specified riding
experience, design, flow, rhythm, character, difficulty, and specifications are met.

2.8 - Skill Level

- Trails/features must be appropriate for the skill level of the typical rider for which the trail/area intended. This includes:
 - Amplitude and distance

- Speed and momentum
- Minimal braking where so intended
- Perception of challenge and risk
- Actual challenge and risk

2.9 - Finish Quality

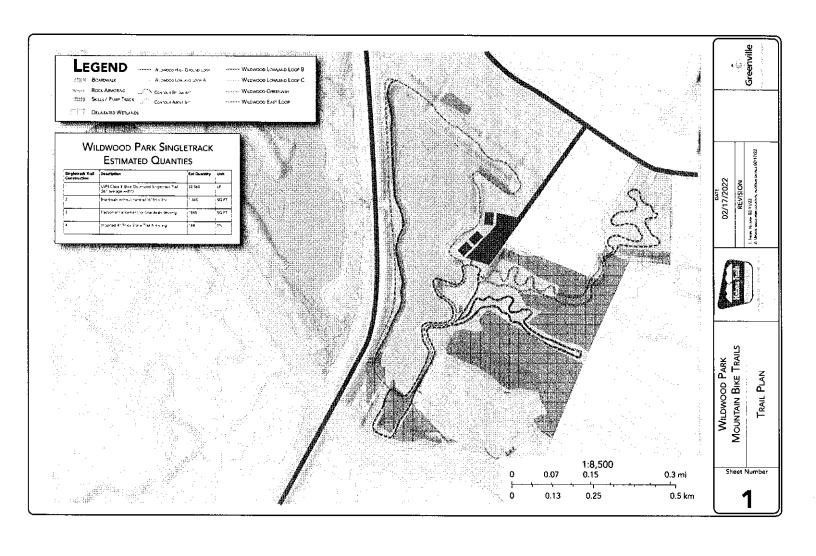
- Completed bike park shall reflect professional workmanship in appearance, quality, and attention to detail. Trails and features shall be well integrated into site, aesthetically pleasing in appearance, and well-shaped, crafted, and finished according to commonly accepted best practices for high quality and sustainable mountain biking trails. Work must be completed to the satisfaction of the Owner's Representative.
- Contractor shall leave trails and adjacent areas in a finished and natural looking condition and minimize disturbance to permanent existing vegetation to the extent possible.

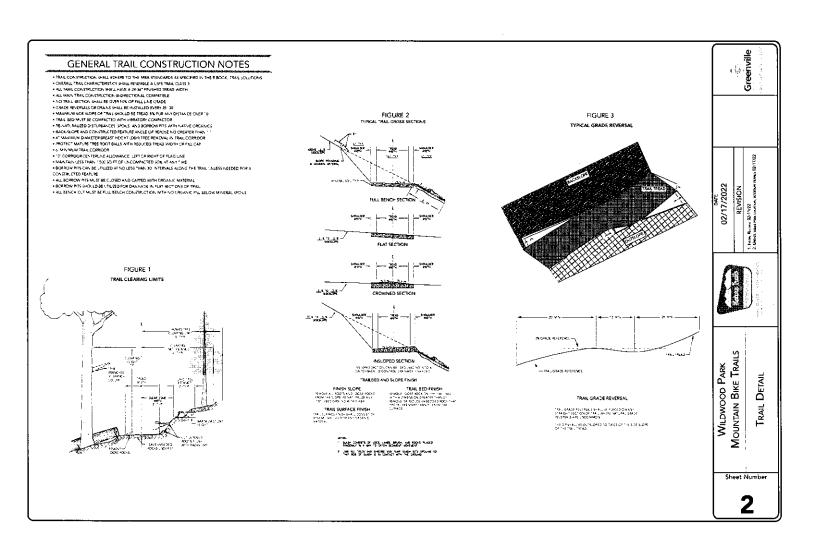
Wildwood Park Bid Sheet

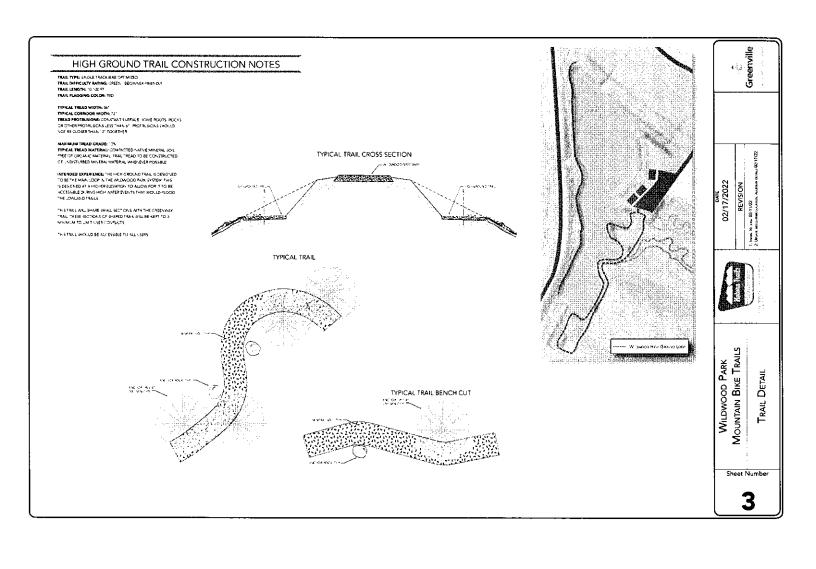
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Item No	Description	Est Quantity	Unit	Unit Price	item Toal				
	Miscellaneous								
1	Mobilization	1	LS						
	Singletrack Trail Co	nstruction		÷ t					
1	USFS Class 3, Bike Optimized Singletrack Trail (36" average width)	32,560	LF						
2	Boardwalk without handrail (615ft x 3ft)	1,845	SQ FT						
3	Traction enhancement for boardwalk decking	1845	SQ FT						
4	Imported 4" Thick Stone Trail Armoring	144	TN						
				Sub Total					
Pump Track Construction									
1	Site Preparation + Drainage	1	LS						
2	70/30 Clay/Sand Fill Material	875	CUYD						
3	Road Base Fill	80	CU YD						
4	Paved Riding Surface	3,958	SQ FT						
<u> </u>				Sub Total					

Wildwood Park Bid Sheet

Skills Park Construction					
1	40' Shipping Container with flood vents, anchors	2	LS		
2	20' Shipping Container with flood vents, anchors	1	LS		
3	70/30 Clay/Sand Fill Material	1200	CU YD		
4	Start area, container surfacing, handrails, drop, access ramp w/ retaining wall	1	LS		
5	Advance line constructed take off ramp, steel substructure rough sawn cedar finish, 6' tall	4	LS		
6	Intermediate line constructed take off ramp, steel substructure rough sawn cedar finish, 4' tall	4	LS		
7	Beginner line constructed take off ramp, steel substructure rough sawn cedar finish, 3' tall	4	LS		
				Sub Total	
	Add Alternates				
1	Trex Decking upgrade to boardwalk	1,845	SQ FT		
2	Trail Carsonite Signage Posts	24	LS		
3	Trail Entrance Arch	1	LS		
4	Trail Map Kiosk	1	LS		
5	Pump Track & Skills Park Kiosk	1	LS		
6	Pump Track Skate park inspired features, bidder to provide description	2	LS		
7	Pump Track Curved Wall Ride, 30' Long	1	LS		
8	Advance skills line wall ride, 20' long	1	LS		
9	Push bike track (strider bike)	1	LS		
10	Live Edge Cedar Benches w/ Steel Frame	6	L\$		
				Sub Total	
				Total	







LOWLAND LOOP A CONSTRUCTION NOTES

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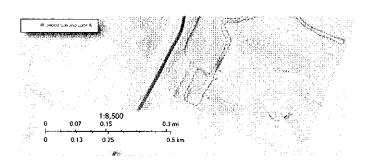
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WILDWOOD PARK MOUNTAIN BIKE TRAILS

TRAIL DETAIL

DATE 02/17/2022 REVISION

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LOWLAND LOOP B CONSTRUCTION NOTES

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TYPICAL CORRODOR WIDTH, 12"

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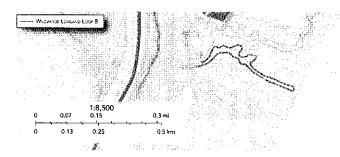
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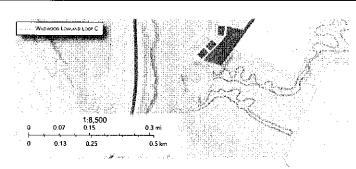
EAST LOOP CONSTRUCTION NOTES

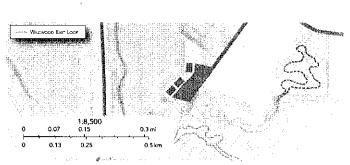
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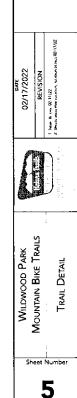
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<u>÷</u> Greenville

