



October 23, 2023
 Stallings Government Center
 321 Stallings Road
 Stallings, NC 28104
 704-821-8557
www.stallingsnc.org

Town Council Agenda

	Time	Item	Presenter	Action Requested/ Next Step
	7:00 p.m.	Invocation Pledge of Allegiance Call the Meeting to Order	Wyatt Dunn, Mayor	NA
	7:05 p.m.	Public Comment	Wyatt Dunn, Mayor	NA
1.	7:20 p.m.	Consent Agenda A. ARPA 5th Quarter documents B. Amended Budget Ordinance 7 – Chestnut Roundabout C. Copier Lease	Wyatt, Dunn	Approve Consent Agenda
2.	7:23 p.m.	Agenda Approval	Wyatt Dunn, Mayor	Approve Agenda
3.	7:25 p.m.	Resurfacing Contract	Kevin Parker, Engineering Dir.	Approve/Deny contract
4.	7:40 p.m.	50 th Anniversary Merchandise Item (<i>Ayers</i>)	Steven Ayers, Council Member	Discussion and possible action
5.	7:50 p.m.	Stallings Fire Department Request	Alex Sewell, Town Manager	Discussion and possible action
6.	8:00 p.m.	Adjournment	Wyatt Dunn, Mayor	Motion to adjourn



MEMO

To: Stallings Town Council
From: Jamie Privuznak, Finance Officer
Via: Alex Sewell, Town Manager
Date: October 23, 2023
RE: **MEMO - FY24 Q1 ARPA and Amended Project Ordinance**

Background:

The Town of Stallings applied for and was awarded a total of \$5.1M in American Recovery Protection Act or "ARPA" (\$5.1M) funds in June 2022. Per your current project ordinance, you decided to use these funds as Salary Replacement dollars for the Police Department.

Here are the quarterly distributions of the ARPA funds to the Police Department's personnel budget through June 2023.

Total Award: \$5,145,370.24

\$ 455,424.43 (FY22-23, Qtr. 1)

\$ 609,990.40 (FY22-23, Qtr. 2)

\$ 502,628.20 (FY22-23, Qtr. 3)

\$516,909.30 (FY22-23, Qtr. 4)

NEW: **\$598,582.29 (FY23-24, Qtr. 1)**

Adjusted Total (includes Transfer): \$2,461,835.62

For FY24 Quarter 1, the total compensation and fringe benefits for the Police Department is **\$598,582.29**. Attached is an amended project ordinance and support documentation.

Requested Action:

Staff respectfully asks you approve the transfer of **\$598,582.29** from the ARPA special revenue fund to the General Fund for the replacement of the Police Department's compensation and fringe benefits in Quarter 1 and to amend the current ARPA project ordinance accordingly.



AMENDED Grant Project Ordinance for the Town of Stallings American Rescue Plan Act of 2021: Coronavirus State and Local Fiscal Recovery Funds – September 2023

BE IT ORDAINED by the Town Council of the Town of Stallings, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1: This ordinance is to establish a budget for a project to be funded by the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF). The Town of Stallings (Town) has received the first tranche in the amount of \$2,572,685.12 of CSLFRF funds. The total allocation is \$5,145,370.24, with the remainder to be distributed to the Town within 12 months. These funds may be used for the following categories of expenditures, to the extent authorized by state law.

1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Section 2: The Town has elected to take the standard allowance, as authorized by 31 CFR Part 35.6(d)(1) and expend all its ARP/CSLFRF funds for the provision of government services.

Section 3: The following amounts are appropriate for the project and authorized for expenditure:

Internal Project Code	Project Description	Expenditure Category (EC)	Cost Object	Appropriation of ARP/CSLFRF Funds
001	Law enforcement services for period of July 1, 2022 through December 31, 2024	6.1	Salaries and Benefits	\$5,145,370.24
	TOTAL			\$5,145,370.24

Section 4: The following revenues are anticipated to be available to complete the project:

ARP/CSLFRF Funds:	\$5,145,370.24
General Fund Transfer:	\$ 455,424.43 (FY22-23, Qtr. 1)
	\$ 609,990.40 (FY22-23, Qtr. 2)
	\$ 502,628.20 (FY22-23, Qtr. 3)
	\$ 516,909.30 (FY22-23, Qtr. 4)
	- \$ <u>598,582.29 (FY23-24, Qtr. 1)</u>

Total: \$2,461,835.62

Section 5: The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements, including payroll documentation and effort certifications, in accordance with 2 CFR 200.430 & 2 CFR 200.431 and the Town's Uniform Guidance Allowable Costs and Cost Principles Policy.

Section 6: The Finance Officer is hereby directed to report the financial status of the project to the governing board on a quarterly basis.

Section 7: Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to Town Council.

Section 8: This grant project ordinance expires on December 31, 2026, or when all the ARP/CSLFRF funds have been obligated and expended by the Town, whichever occurs sooner.

Adopted this is the 23rd day of October, 2023.

Wyatt Dunn, Mayor

Attest:

Erinn Nichols, Town Clerk

Approved as to form:

Melanie Cox, Town Attorney



MEMO

To: Stallings Town Council
From: Jamie Privuznak, Finance Officer
Via: Alex Sewell, Town Manager
Date: October 23, 2023
RE: **MEMO - ABO #7 - Chestnut/Matthews-Weddington Roundabout Landscape Costs**

Background:

On October 10, Council received a cost breakdown for landscape installation and recurring annual maintenance costs for the roundabout and surrounding roadside at Chestnut Lane and Matthews-Weddington Road intersection from Town Engineer Kevin Parker. (See attached Memo from Town Engineer Kevin Parker dated October 10, 2023.) During the meeting, Council approved the landscaping installation cost (\$19.7K), the recurring maintenance cost (\$5.4K), and directed the Town Manager to prepare a budget amendment, not to exceed \$26,000, for this project.

Requested Action:

Staff respectfully asks you to direct the Town Manager to execute a contract with Smith Grounds Management, not to exceed \$26,000, for landscape installation and annual, recurring maintenance costs for the roundabout and surrounding roadside, located at Chestnut Lane and Matthews-Weddington intersection. Staff asks you to approve and to appropriate **\$26,000** from unrestricted General Fund Balance to the Streets and Highways Outside Services line-item budget for this project and to adopt the amended budget ordinance accordingly.

cc: Kevin Parker, Town Engineer

AMENDED BUDGET ORDINANCE – NO. 7
TOWN OF STALLINGS, NORTH CAROLINA
FISCAL YEAR 2023-2024

BE IT ORDAINED by the Town Council of the Town of Stallings, North Carolina, that the estimated expenditures for the fiscal year 2023-2024 are hereby amended as set forth below:

Category	Account Number	Budgeted Amount	Amend to the Following	Net Increase or (Decrease)
<u>General Fund:</u>				
<u>Revenue Budget: Unrestricted GF Balance</u>				
Unrestricted Fund Balance Appropriation - GF	10-99-3991-600	\$ 215,597	\$ 241,597.00	\$ 26,000.00
<u>Expense Budget: Streets and Highways</u>				
Outside Services	10-20-4510-039	\$ 70,000	\$ 96,000.00	\$ 26,000.00

the recurring annual maintenance cost (\$5.4K) for the roundabout, located at Chestnut/Mathews-Weddington, and to adopt the amended budget ordinance accordingly.

This Amendment to the Budget Ordinance shall be effective upon adoption.
The said Budget Ordinance, except as amended, shall remain in full force and effect.
ADOPTED this the 23rd day of October 2023.

Wyatt Dunn, Mayor

Erinn Nichols, Assistant Town Manager/Town Clerk

Approved as to form:

Melanie Cox, Town Attorney, Cox Law Firm, PLLC



MEMO

To: Stallings Town Council
From: Jamie Privuznak, Finance Officer
Via: Alex Sewell, Town Manager
Date: October 23, 2023
RE: **MEMO - Toshiba Contract for Copier Leasing**

Background:

The Town of Stallings' copier machine lease contract expires in October 2023. Town staff conducted an analysis of costs with the current vendor and decided to review options for leasing the equipment with a new vendor.

Currently, the Town pays \$1,991.76 per month (\$23,901.12 annually) for three machines, supplies and maintenance. The Town selected Toshiba as a potential vendor. Toshiba will provide three newer model machines, supplies and maintenance at \$1,129.78 per month or \$13,557.36 annually. This is a cost savings of \$10,343.76 annually to the Town. The attached contract is for five years and totals \$71,176.14 over the term period.

Requested Action:

Staff respectfully asks you to direct the Town Manager to execute a contract with Toshiba Business Solutions for 63 months at a monthly rate of \$1,129.78 for a total of \$71,176.14 for the five-year term period.

cc: Karen Reid, Human Resource Director

Mary McCall, Accounting Technician/Deputy Town Clerk



Current Situation:

Toshiba 4505AC
Kyocera 4053CI
Toshiba 4515AC
BW allowance: 7,000
Color allowance: 4,000
Overages billed: monthly
Annual service plan: \$489.30

Overage BW rate: \$0.0245
Overage Color rate: \$0.103
Average monthly overages: \$112.56

Total Average Monthly Investment: \$1,991.76

Toshiba's Solution:

- (3x) eStudio 4525AC
- 45PPM
 - Dual-sided document feeder
 - Stapling, holepunch, and folding finishing
 - XM-fax (HIPPA compliant fax solution)
 - Badge readers

BW Allowance: 7,000 / 21,000 QTR
Color Allowance: 5,000 / 15,000 QTR

Overages billed quarterly: BW: \$0.008 / Color: \$0.04

New Monthly Investment: \$1,129.78

All agreements are backed by Toshiba's Total Quality Commitment which includes toner, parts, and labor. No additional invoice for an annual service plan. Overages are billed quarterly to account for seasonality to help limit additional invoices based on usage.

Quote Expires: 10/31/23

APPLICATION NUMBER

AGREEMENT NUMBER

The words **you** and **your**, refer to the **Customer**. The words **Lessor**, **we**, **us**, and **our**, refer to **Toshiba Financial Services**. The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your service provider. We own the Equipment, as defined below, (excluding software) and you have the right to use it under the terms of this Agreement.

CUSTOMER CONTACT INFORMATION

Legal Company Name: Town of Stallings	Fed. Tax ID#: 20-2777218
Contact Person: Mary McCall	Bill-To Phone: +1.704.821.8557 Bill-To Fax:
Billing Address: 315 Stallings Road	City, State - Zip: Stallings, NC 28104
Equipment Location: (if different than above)	City, State - Zip:

TBS LOCATION

Contact Name: Hunter Murphy	Location:
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EQUIPMENT WITH CONSOLIDATED MINIMUMS

ITEM DESCRIPTION	MODEL NO.	SERIAL NO.	STARTING METER
Toshiba e-STUDIO4525AC	ESTUDIO4525AC		
DSDF Document Feeder	MR4010		
Large Capacity Feeder	KD1073LT		
65-sheet Saddle Stitch Finisher	MJ1114		
Bridge Kit	KN5005		
Card Reader Holder	GR1320		
Hole Punch Unit (for Console Finisher)	MJ6107N		

See attached form (Schedule "A") for Additional Equipment See attached form (Billing Schedule) for Additional Equipment/Payment Schedule

LEASE TERM & PAYMENT SCHEDULE

Number of Payments: 63	of \$ 1,129.78 *	Security Deposit**: \$ 0.00	<input type="checkbox"/> Received	<i>*plus applicable taxes</i>
Payments includes: 7,000	B&W Images per Month	Excess Images at: \$ 0.00800	* per B&W Image	End-of-Lease Options: You will have the following options at the end of your original term, provided the Agreement has not terminated early and no event of default under the Agreement has occurred and is continuing. 1. Purchase the Equipment at Fair Market Value per section 16. 2. Renew the Agreement per section 17. 3. Return Equipment.
Payments includes: 5,000	Color Images per Month	Excess Images at: \$ 0.04000	* per Color Image	
Payments includes:	Scan Images per Month	Excess Images at: \$	* per Scan Image	
Payments includes:	B&W Print Images per Month	Excess Images at: \$	* per B&W Print Image	
Payments includes:	Color Print Images per Month	Excess Images at: \$	* per Color Print Image	
Origination Fee: Up to \$99.00 (included in First Invoice)		Lease payment period is monthly unless otherwise indicated.		
Excess Images billed: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually				

** Security Deposit: The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully complied with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.

LESSOR ACCEPTANCE

Toshiba Financial Services	Signature:	Title:	Date:
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CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your original or electronic signature below shall constitute an enforceable and original signature for all purposes. This Agreement may be executed in counterparts. The executed counterpart which has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to this Agreement, and (ii) any determination as to which version of this Agreement constitutes the single true original item of chattel paper under the UCC. If Customer signs and transmits this Agreement to Lessor by facsimile or other electronic transmission, the transmitted copy, upon execution by Lessor, shall be binding upon the parties. Customer agrees that the facsimile or other electronic transmission of this Agreement manually signed by Lessor, when attached to the facsimile or other electronic copy signed by Customer, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. Without limiting and subject to the foregoing, the parties further agree that, for purposes of executing this Agreement, (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document, (b) the signature of any party on such document shall be considered as an original signature, (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures, and (d) at the request of Lessor, Customer, who executed this Agreement and transmitted its signature by facsimile, or other electronic transmission shall provide the counterpart of this Agreement containing Customer's original manual signature to Lessor. No party may raise as a defense to the enforcement of this Agreement that a facsimile or other electronic transmission was used to transmit any signature of a party to this Agreement. **BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.**

Name:	Signature: X	Title:	Date:
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TERMS AND CONDITIONS

- Lease Agreement:** You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Supplements to this Agreement from time to time signed by you and us. You authorize us to insert or correct missing information on this Agreement, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each Payment (set forth on page 1 of this Agreement) by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this Agreement or adjustments to reflect applicable sales taxes. We will send you copies of any changes. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignees or third parties having an economic interest in this Agreement or the Equipment. Toshiba Financial Services (TFS) is not responsible for service or maintenance of the Equipment and is not party to any service maintenance agreement.
- Lease Commencement:** This Agreement will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Agreement will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. You agree to pay us the amounts payable under the terms of this Agreement each period by the due date in accordance with the Term and Payment schedule set forth on page 1 of this Agreement. Payments shall be delivered to our address or to such other address as we may designate in writing. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law).
- Image Charges:** Each month during the term of this Agreement, you agree to remit to us the Payment and all other sums when due and payable to the address we provide to you from time to time. In return for the Payment, you are entitled to produce the Images (set forth on page 1 of this Agreement) included for each applicable image type each month. You also agree to pay us the Excess Image charge (set forth on page 1 of this Agreement) for each metered image that exceeds the applicable Images Included. We reserve the right to estimate the number of images used if you do not provide us with meter readings within seven days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never remit to us less than the Minimum Payment each month. You agree that we reserve the right to increase the maintenance and supplies portion of the Lease Payment and/or the Excess Image charge each year during the Term of the Schedule by an amount not to exceed fifteen percent (15%) of the Payment and/or the Excess Image charge in effect at the end of the prior annual period. At our option, you will: (a) provide meter readings via an automated website when requested by us. We may charge a fee to recover the cost of meter collections if meters are requested but not submitted through the automated website. (b) Provide us by telephone or facsimile the actual meter readings when requested by us. (c) Allow us (or our agent) access to the Equipment to obtain meter readings. (d) Allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit the automatic meter reading device periodically. If you have a dispute with your service provider, you continue to pay us all Payments and Excess Image charges without deductions or withholding deductions. Images made on Equipment marked as "Customer Owned" will be included in determining your image and excess charges.
- WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.**
- Statutory Finance Lease:** You agree that this Agreement qualifies as a statutory Finance Lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies provided by Article 2A (sections 508-522) of the Uniform Commercial Code.
- Security Interest:** You authorize us to file a financing statement with respect to the Equipment. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us.
- Use Maintenance and Repair of Equipment:** YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. You will not move the Equipment from the equipment location listed on page 1 without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any warranties, so long as you are not in default.
- Software:** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. You are responsible for entering into any license and/or other agreement (each a "License Agreement") required by the applicable software supplier or software licensor no later than the effective date of this Agreement and you will fully comply with such License, if any, throughout the applicable term. We are not responsible for the software or the obligations of you or the software licensor under any License Agreement. If any items are listed with the Equipment and denoted as "(Software as a Service)" you understand the Payment set forth on page 1 includes the periodic amount you have agreed to pay for the software/subsription services described in your Master Software and Services Agreement and/or your Statement of Services relating to such software/subsription services ("SaaS") with Toshiba America Business Solutions Inc. ("TBS"). Please reference your SaaS for a description of your rights and obligations with respect to such software/subsription services. You acknowledge the SaaS is separate from this Agreement, it shall not affect your obligations under this Agreement in any way, and TBS is solely responsible for the performance obligations related to SaaS.
- Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Agreement may include a profit and is subject to applicable taxes. In addition, you agree to pay us a UCC filing fee of \$35.00.
- Indemnity:** You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Agreement.
- Risk of Loss; Insurance:** You are responsible for risk of loss or for any destruction of or damage to the Equipment. No such loss or damage shall relieve you from the payment obligations under this Agreement. You agree to keep the Equipment fully insured against loss until this Agreement is paid in full and to have us and our assigns named as lender's loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates or evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement: (a) we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. Once an acceptable certificate or evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.
- Right to Perform:** If you fail to comply with any provision of this Agreement, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.
- Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on your behalf, (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name, state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on our behalf.
- Default:** You will be in default under this Agreement if: (a) we do not receive any Payment due under this Agreement within five (5) days after its due date, (b) you fail to meet any of your obligations in the Agreement (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you or your guarantor become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you or your guarantor under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, (f) you default on any other agreement with us or our assigns or any material agreement with any entity, or (g) there has been a material adverse change in you or any guarantor's financial, business or operating condition.
- Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Agreement, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Agreement, plus (2) the present value of all remaining Payments to become due under this Agreement (discounted at 2% or the lowest rate allowed by law), and (3)(i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause (3)(i) over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 12% per annum, and (e) exercise any other remedies available to us at law or in equity, including requiring you to immediately stop using any financed software. You agree to pay our reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you. You may remain liable for any deficiency with any excess being retained by us.
- Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment as determined by us in our reasonable discretion plus applicable sales and other taxes.
- Automatic Renewal:** Except as set forth in Section 16, this Agreement will automatically renew on a month-to-month basis after the Term, and you shall pay us the same Payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Agreement) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).
- Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.
- Assignment:** We may, without your consent, assign or transfer any Equipment or this Agreement, or any rights arising under this Agreement, and in such event our assignee or transferee will have the rights, power, privileges and remedies of Lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Agreement or any rights thereunder or any Equipment subject to this Agreement without our prior written consent.
- Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes. We may make a profit on such a fee.
- Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.
- Governing Law:** BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. This Agreement and any supplement shall be deemed fully executed and performed in the state in which our (or, if we assign this Agreement, our assignee's) principal place of business is located and shall be governed by and construed in accordance with its laws. Any dispute concerning this Agreement will be adjudicated in a federal or state court in such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue.
- Transition Billing:** In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.
- Miscellaneous:** This Agreement contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and us, and supersedes any purchase orders. We will not accept payment in cash. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to your or our mailing address. If a court finds any provision of this Agreement to be unenforceable, all other terms of that Agreement will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, or the manufacturer of the Equipment. It is the Customer's sole and exclusive responsibility to ensure that all data from all disk drives or magnetic media are erased of any customer data and information. You hereby consent to receive electronic marketing communication on Toshiba products and services. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.
- Maintenance and Supplies Agreement ("MSA") with TBS:**
 - TBS agrees to provide full service maintenance including toner, developer and parts necessary to produce an image. TBS will provide inspections as required, which may be made in conjunction with regular or emergency service calls. If, upon your request, service is provided at a time other than during TBS's normal business hours, you will be charged at TBS's customary rates. TBS will not be obligated to provide service for repairs made necessary as a result of service by personnel not authorized by TBS or the use of supplies other than those provided by TBS. Separate charges for repairs or parts replacement due to the foregoing shall be borne by you.
 - Except as provided below, TBS will replace parts necessary to produce an image, consumables and supply items without charge. You agree to replace any parts, consumables and supply item as a result of carelessness on the part of the operator, accident, misuse (including failure to follow the manufacturer's published operating manual) abuse, neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water, or other casualty.
 - If you are in default under the MSA, TBS has the right to deny performing any service and/or supplying any products.
 - Under the MSA, TBS's liability with respect to any property damage or injury (including death) to persons arising out of or connected with service performed under this Agreement is strictly limited to that imposed by law and there is no contract imposing any greater degree of liability.
 - Title to all supplies furnished hereunder including toner and toner bags remains with TBS until you consume said supplies to the extent they may not be further utilized in the image making process. We may charge you a supply freight fee to cover the cost of shipping supplies. You agree to use the supplies provided at "no charge" on the Equipment. You will not take designated supplies from Equipment to be used in any other Equipment not covered by this Agreement. You must purchase paper and staples separately.
 - Stated supply item yields represent 100% of manufacturer stated yields based on standard "letter size" copies with 6% image coverage. At the end of each annual billing period or billing cycle, you will be billed for any toner used in excess of that required based on yields stated above.



MEMO

To: **Mayor and Town Council**
From: Kevin Parker, P.E., Town Engineer
Date: October 23, 2023.
RE: Contract Execution Concurrence
FY2024 Resurfacing Contract

During the FY2024 budgetary discussions, and in accordance with previous FY budget discussions, Staff presented that a minimum annual roadway maintenance budget of \$1.25 million would be necessary to maintain Council's goal of sustaining a Town-wide minimum PCI (Pavement Condition Index) Value of 70. Additionally, to achieve this \$1.25 million resurfacing budget, an additional annual appropriation of \$800K would be necessary each year since the annual Powell Bill funding is approximately \$450K. Lastly, regardless of the budget, Staff expected to allocate approximately 75% of the roadway maintenance budget on a Fall 2023 resurfacing contract and 25% on a Spring-Summer 2024 preventative maintenance contract.

Following Staff's presentation, Council discussed fiscal and inflationary concerns and, as a result of these budgetary discussions, Council approved an additional \$600,000 appropriation (\$1.05 million total budget) for the FY2024 roadway maintenance program. Additionally, Council stated that due to these fiscal and inflationary concerns, they would like to analyze the costs of the FY 2024 resurfacing contract bids to see if the fiscal/inflationary concerns have been alleviated. Pending the FY2024 resurfacing contract bids, Council would then decide to appropriate an additional \$200K, allowing for a \$1.25 million total roadway maintenance budget.

In accordance with the Stallings Bid Policy and NCGS §143-129 for road construction/repair, staff advertised the project manual for the Fall 2023 resurfacing contract with formal bidding procedures on September 29, 2023. The submittal deadline was October 17, 2023, at 2:00 p.m. Six sealed bids were received and read at 2:00 p.m. on October 17, 2023.

The bids were reviewed by staff for clarity, completeness, errors, and omissions. The lowest responsible bidder for the contract is Red Clay Industries at \$734,764.20.

Key Contract Items:

- 45-day construction period for the contract
- \$500/day liquid damages
- Performance bond retained through warranty period.
- Individual mailers, website and social media notifications will be posted.
- This contract will encompass reconstructive maintenance and a second contract will focus on preventative maintenance.
- Includes larger scale patching.

Given the results of the FY 2024 budget discussions, Staff believes Council has two options to pursue for this resurfacing contract.

1. Authorize the Town Manager to execute the contract with Red Clay Industries for the amount of \$734,764.20.
 - a. Option to allocate additional funding (\$200K or more) in FY2025.
2. Authorize the Town Manager to execute a budget amendment for an additional \$200K towards the roadway maintenance budget to apply towards this resurfacing contract.
 - a. The additional funds would allow for more roadways to be resurfaced.
 - i. Staff estimates an additional 0.33 miles could be resurfaced.
 - b. This would necessitate a re-advertisement for bids.
 - i. Prices could increase due to market demand.
 - ii. May delay the project to Spring of 2024 due to weather.

Action Requested:

Staff requests Council to select option 1 or 2, as outlined above.

Roadway List

Item No.	Street Name	From	To	Subdivision	Length (ft)	Width (ft)	Area (sy)	pci_index	treatment_type
1	LEICESTER DR	Westminister Ln	Castlemaine Dr	Buckingham	910	23	2326	37	2" Mill and Overlay
2	ARINGILL LN	Hammond Dr	Murandy Ln	Callonwood	983	28	3058	40	3" Mill and Overlay
3	HAMMOND DR	Sarandon Dr	Aringill Ln	Callonwood	595	28	1851	49	2" Mill and Overlay
4	HAMMOND DR	Serel Dr	Woodglen Ln	Callonwood	413	27	1239	50	2" Mill and Overlay
5	HAMMOND DR	Kernsrowe Ln	Serel Dr	Callonwood	296	27	888	23	3" Mill and Overlay
6	HAMMOND DR	Feather Oak Ln	Milbank Dr	Callonwood	548	25	1522	19	3" Mill and Overlay
7	HAMMOND DR	Feather Oak Ln	Sarandon Dr	Callonwood	332	27	996	29	3" Mill and Overlay
8	EMERALD LAKE DR	Bunker Ct	Links Ln	Emerald Lake	562	30	1873	40	2" Mill and Overlay
9	KERRY GREENS DR	Ashie Ave.	Coatesdale Ln	Kerry Green	1047	24	2792	31	2" Mill and Overlay
10	COATESDALE LN	Heison Ct	Kerry Greens Dr	Kerry Green	603	24	1608	50	2" Mill and Overlay
11	KERRY GREENS DR	Old Monroe Rd	Wyntree Ct.	Kerry Green	207	24	552	38	2" Mill and Overlay
12	LIMERICK DR	Shannamara Dr	Bailey Ct	Shannamara	324	32	1152	27	3" Mill and Overlay



PROJECT:		2023-2024 Town of Stallings Repair & Resurfacing Program												CONTRACTOR		J.T. Russell & Sons, Inc.		Red Clay Industries		Blythe Brothers Asphalt Co., LLC		Lynches River Contracting, Inc.		Hux Contracting		Blythe Construction Inc.	
BID TYPE:		Formal																									
BID SUBMISSION DATE		Tuesday, October 17, 2023 at 2:00 pm																									
Item	ITEM DESCRIPTION	Quantity	Unit	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount												
<i>Town of Stallings Roadways</i>																											
1	2" Mill	5,500	LS	\$4.50	\$24,750.00	\$7.00	\$38,500.00	\$5.50	\$30,250.00	\$10.00	\$55,000.00	\$2.75	\$15,125.00	\$7.00	\$38,500.00												
2	3" Mill	9,600	SY	\$7.00	\$67,200.00	\$8.25	\$79,200.00	\$4.40	\$42,240.00	\$9.00	\$86,400.00	\$3.25	\$31,200.00	\$5.00	\$48,000.00												
3	2" S9.5C Surface Coarse	1,164	TN	\$145.00	\$168,780.00	\$125.00	\$145,500.00	\$130.00	\$151,320.00	\$180.00	\$209,520.00	\$175.00	\$203,700.00	\$120.00	\$139,680.00												
4	3" S9.5C Surface Coarse	766	TN	\$140.00	\$107,240.00	\$125.00	\$95,750.00	\$130.00	\$99,580.00	\$170.00	\$130,220.00	\$175.00	\$134,050.00	\$125.00	\$95,750.00												
5	Speed Bump with Chevrons	1	LF	\$6,500.00	\$6,500.00	\$4,500.00	\$4,500.00	\$7,500.00	\$7,500.00	\$11,500.00	\$11,500.00	\$7,500.00	\$7,500.00	\$12,500.00	\$12,500.00												
6	Lower/Raise Manholes	10	SY	\$1,100.00	\$11,000.00	\$450.00	\$4,500.00	\$1,300.00	\$13,000.00	\$1,300.00	\$13,000.00	\$750.00	\$7,500.00	\$1,300.00	\$13,000.00												
7	Remove & Replace C&G	500	SY	\$70.00	\$35,000.00	\$45.00	\$22,500.00	\$85.00	\$42,500.00	\$85.00	\$42,500.00	\$75.00	\$37,500.00	\$85.00	\$42,500.00												
8	6" Deep Patch	500	SY	\$55.00	\$27,500.00	\$47.50	\$23,750.00	\$80.00	\$40,000.00	\$120.00	\$60,000.00	\$70.00	\$35,000.00	\$95.00	\$47,500.00												
9	Maintenance of Traffic	1	LM	\$40,000.00	\$40,000.00	\$12,500.00	\$12,500.00	\$38,000.00	\$38,000.00	\$17,500.00	\$17,500.00	\$20,000.00	\$20,000.00	\$52,000.00	\$52,000.00												
10	Stop Bar Striping	10	LS	\$150.00	\$1,500.00	\$350.00	\$3,500.00	\$750.00	\$7,500.00	\$200.00	\$2,000.00	\$350.00	\$3,500.00	\$275.00	\$2,750.00												
11	Removal of Unsuitable Material	20	CY	\$100.00	\$2,000.00	\$80.00	\$1,600.00	\$40.00	\$800.00	\$250.00	\$5,000.00	\$50.00	\$1,000.00	\$55.00	\$1,100.00												
12	Backfill for Unsuitable Material	20	CY	\$185.00	\$3,700.00	\$80.00	\$1,600.00	\$200.00	\$4,000.00	\$400.00	\$8,000.00	\$50.00	\$1,000.00	\$100.00	\$2,000.00												
13	Mobilization	1	LS	\$26,000.00	\$26,000.00	\$38,500.00	\$38,500.00	\$45,000.00	\$45,000.00	\$83,500.00	\$83,500.00	\$24,500.00	\$24,500.00	\$25,000.00	\$25,000.00												
	Subtotal				\$521,170.00		\$471,900.00		\$521,690.00		\$724,140.00		\$521,575.00		\$520,280.00												
14	20% Contingency	1	LS	\$104,234.00	\$104,234.00	\$94,380.00	\$94,380.00	\$104,338.00	\$104,338.00	\$144,828.00	\$144,828.00	\$104,315.00	\$104,315.00	\$104,056.00	\$104,056.00												
	Total Bid Amount				\$625,404.00		\$566,280.00		\$626,028.00		\$868,968.00		\$625,890.00		\$624,336.00												

This is to certify that the bids herein were publicly opened and read aloud at 1 pm on October 17, 2023 in the Conference Room of Stallings Town Hall at 315 Stallings Rd. Stallings, NC 28104.

Corrected Amount

Witnessed by: 
 Justin Russell
 Associate Engineer



PROJECT:		2023-2024 Town of Stallings Repair & Resurfacing Program													
BID TYPE:		Formal													
BID SUBMISSION DATE		Tuesday, October 17, 2023 at 2:00 pm													
		CONTRACTOR		J.T. Russell & Sons, Inc.		Red Clay Industries		Blythe Brothers Asphalt Co., LLC		Lynches River Contracting, Inc.		Hux Contracting		Blythe Construction Inc.	
Item	ITEM DESCRIPTION	Quantity	Unit	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount
<i>Town of Stallings Roadways</i>															
1	2" Mill	7,400	LS	\$4.75	\$35,150.00	\$7.00	\$51,800.00	\$5.00	\$37,000.00	\$9.25	\$68,450.00	\$2.75	\$20,350.00	\$5.40	\$39,960.00
2	3" Mill	12,658	SY	\$6.50	\$82,277.00	\$8.25	\$104,428.50	\$3.80	\$48,100.40	\$8.50	\$107,593.00	\$3.25	\$41,138.50	\$5.00	\$63,290.00
3	2" S9.5C Surface Coarse	1,371	TN	\$145.00	\$198,795.00	\$125.00	\$171,375.00	\$124.00	\$170,004.00	\$175.00	\$239,925.00	\$175.00	\$239,925.00	\$120.00	\$164,520.00
4	3" S9.5C Surface Coarse	1,280	TN	\$135.00	\$172,800.00	\$125.00	\$160,000.00	\$124.00	\$158,720.00	\$165.00	\$211,200.00	\$175.00	\$224,000.00	\$125.00	\$160,000.00
5	Speed Bump with Chevrons	1	LF	\$6,500.00	\$6,500.00	\$4,500.00	\$4,500.00	\$7,500.00	\$7,500.00	\$11,500.00	\$11,500.00	\$7,500.00	\$7,500.00	\$12,500.00	\$12,500.00
6	Lower/Raise Manholes	10	SY	\$1,100.00	\$11,000.00	\$450.00	\$4,500.00	\$1,300.00	\$13,000.00	\$1,300.00	\$13,000.00	\$750.00	\$7,500.00	\$1,300.00	\$13,000.00
7	Remove & Replace C&G	500	SY	\$70.00	\$35,000.00	\$45.00	\$22,500.00	\$85.00	\$42,500.00	\$85.00	\$42,500.00	\$75.00	\$37,500.00	\$85.00	\$42,500.00
8	6" Deep Patch	500	SY	\$55.00	\$27,500.00	\$47.50	\$23,750.00	\$80.00	\$40,000.00	\$120.00	\$60,000.00	\$70.00	\$35,000.00	\$85.00	\$42,500.00
9	Maintenance of Traffic	1	LM	\$50,000.00	\$50,000.00	\$19,500.00	\$19,500.00	\$44,000.00	\$44,000.00	\$18,500.00	\$18,500.00	\$20,000.00	\$20,000.00	\$55,000.00	\$55,000.00
10	Stop Bar Striping	10	LS	\$150.00	\$1,500.00	\$350.00	\$3,500.00	\$750.00	\$7,500.00	\$200.00	\$2,000.00	\$350.00	\$3,500.00	\$275.00	\$2,750.00
11	Removal of Unsuuitable Material	20	CY	\$100.00	\$2,000.00	\$80.00	\$1,600.00	\$40.00	\$800.00	\$250.00	\$5,000.00	\$50.00	\$1,000.00	\$55.00	\$1,100.00
12	Backfill for Unsuuitable Material	20	CY	\$185.00	\$3,700.00	\$80.00	\$1,600.00	\$200.00	\$4,000.00	\$400.00	\$8,000.00	\$50.00	\$1,000.00	\$100.00	\$2,000.00
13	Mobilization	1	LS	\$30,000.00	\$30,000.00	\$43,250.00	\$43,250.00	\$45,000.00	\$45,000.00	\$83,500.00	\$83,500.00	\$31,500.00	\$31,500.00	\$30,000.00	\$30,000.00
	Subtotal				\$656,222.00		\$612,303.50		\$618,124.40		\$871,168.00		\$669,913.50		\$629,120.00
14	20% Contingency	1	LS	\$131,244.40	\$131,244.40	\$122,460.70	\$122,460.70	\$123,624.88	\$123,624.88	\$174,233.60	\$174,233.60	\$133,982.70	\$133,982.70	\$125,824.00	\$125,824.00
	Total Bid Amount				\$787,466.40		\$734,764.20		\$741,749.28		\$1,045,401.60		\$803,896.20		\$754,944.00

This is to certify that the bids herein were publicly opened and read aloud at 1 pm on October 17, 2023 in the Conference Room of Stallings Town Hall at 315 Stallings Rd. Stallings, NC 28104.

Corrected Amount

Witnessed by: 
 Justin Russell
 Associate Engineer

Bid Set No. _____

Bidder _____



PROJECT MANUAL

FOR

2023 TOWN OF STALLINGS

**REPAIR & RESURFACING PROGRAM
(Formal Bid Process)**

Town Council: David Scholl, Mayor Pro-Tempore
Graham Hall
Traylor-Rae Drake
Steven Ayers
Heather Grooms
Brad Richardson

Mayor: Wyatt Dunn
Town Manager: Alex Sewell

Date: 09/26/2023

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CONTRACT SPECIAL PROVISIONS
2023 Town of Stallings
Pavement Repair and Resurfacing Project (Formal Bid Process)

If there is any conflict between the special provision and any standard specifications the special provisions shall take precedence.

CONTRACT PERIOD

The Contract period will begin upon the issuance of the Notice to Proceed and will extend for forty-five (45) total consecutive calendar days.

CONTRACT TIME EXTENSION

(Contract Time Extensions and Apportionment of Liquidated Damages NCDOT section 108-12)
The Contractor's attention is directed to article 108-10 through 108-13 in the NCDOT standard specifications in respect to completion time, liquidated damages, and termination of contract. The completion date may be extended at the written approval of the Town Engineer, due to extreme weather conditions or any delay to utility repairs.

GUARANTEE

The Contractor shall guarantee all materials and workmanship for a period of one (1) year from the date of acceptance by the Town and shall replace any portions that fail because of faulty materials or workmanship at no additional cost to the Town. A six (6) month and eleven (11) month inspection will be held during the warranty period. The Contractor shall immediately repair all defective items upon notification. Items repaired under the provisions shall have an extended warranty period of twelve (12) months from the date of accepted repair of the item.

The performance bond will be held as the guarantee for the one (1) year period following the completion of the project.

LIQUIDATED DAMAGES

Bidder hereby agrees to commence work under this contract on a date to be specified in written "Notice to Proceed" by the Town of Stallings and agrees to complete the work within the time as stipulated in the specifications. Bidder further agrees to pay Liquidated Damages, in the sum of five hundred dollars (\$500.00) for each consecutive calendar day after the established or extended date as established by the extension provision of this contract. The completion of the project within the contract period shall include the correction of all deficiencies provided by the Town on punch lists during the inspections of the project.

CONTRACT BONDS (NCDOT Section 103-7 and 103-9)

The successful bidder, within 14 calendar days after the notice of award is received by him, shall provide the Town with a contract payment bond and a contract performance bond each in an amount equal to 100% of the amount of the contract pursuant to NCGS §44A-26. All bonds shall be in conformance with NCGS § 44A-33. The corporate surety furnishing the bonds shall be authorized to do business in the State of North Carolina.

The successful bidder's failure to file acceptable bonds within 14 calendar days after the notice of award is received by him shall be just cause for the forfeiture of the bid bond or bid deposit and rescinding the award of the contract. Award may then be made to the next lowest responsible bidder, or the work may be readvertised and constructed under contract or otherwise, as the Town may decide.

DEFINITION OF TERMS

Whenever the following terms are used in the Standard Specifications, in any of the Contract Documents, or in the plans, the intended meaning of such terms shall be as follows:

“State or Department” shall be replaced by the words Town of Stallings.

“Sampling and Testing by Department” shall be replaced by the words sampling and testing by Town or its approved testing agency.

“Inspection by Department” shall be replaced by the words inspection by the Town or its duly authorized representative.

“Owner” shall be replaced by the words Town of Stallings with whom the Contractor has entered into the Agreement and for whom the Work is to be provided.

“Town Standards” shall refer to the latest edition of Stallings Land Development Standards Manual or NCDOT Standards.

INDEMNIFICATION

- a. To the fullest extent allowed by law, the Contractor shall indemnify and hold harmless the Town, its officers, officials, employees, agents, or indemnities (collectively called “Indemnified Parties”) from and against those losses, liabilities, damages, and costs proximately caused by, arising out of, or resulting from the negligence of the Contractor, the Contractor’s agents, or the Contractor’s employees.
- b. In matters other than those covered by subsection (a) above, and to the fullest extent allowed by law, the Contractor shall indemnify and hold harmless the Indemnified Parties from and against those losses, liabilities, damages, and costs caused by, arising out of, resulting from, or in connection with the execution of the work provided for in this contract when the fault of the Contractor or its derivative parties is a proximate cause of the loss, liability, damage, or expense indemnified.
- c. Costs and expenses shall include attorneys’ fees, litigation or arbitration expenses, or court costs actually incurred by the Indemnified Parties to defend against third-party claims alleged in any court, tribunal, or alternative dispute resolution procedure required of any of the Indemnified Parties by law or by contract, only if the fault of the Contractor or its derivative parties is a proximate cause of the attorney’s fees, litigation or arbitration expenses, or court costs to be indemnified.
- d. Only to the extent provided pursuant to a policy of insurance, the Contractor shall defend the Indemnified Parties against claims alleged in any court, tribunal, or alternative dispute resolution procedure if the fault of the Contractor or its derivative parties is a proximate cause of such claims.
- e. The Contractor’s duty to indemnify, defend, and hold harmless described hereinabove shall survive the termination or expiration of this Contract.
- f. Definitions:
 - i. For the purposes of this Section, the term “Fault” shall mean any breach of contract; negligent, reckless, or intentional act or omission constituting a tort under applicable statutes or common law; or violation of applicable statutes or regulations.

- ii. For the purposes of this Section, the term “Loss” or “Losses” shall include, but not be limited to, fines, penalties, and/or judgments issued or levied by any local, state, or federal governmental entity.
- iii. For the purposes of this Section, the term “Derivative Parties” shall mean any of the Contractor’s subcontractors, agents, employees, or other persons or entities for which the Contractor may be liable or responsible as a result of any statutory, tort, or contractual duty.

INSURANCE REQUIREMENTS

Contractor’s Liability and Other Insurance: The Contractor shall purchase and maintain with a company acceptable to the Town and authorized to do business in the State of North Carolina, such insurance as will protect him from claims under workers’ compensation laws, disability benefit laws or other similar employee benefit laws; from claims of damages because of bodily injury, occupational sickness or disease, or death of his employees; from claims for damages because of bodily injury and personal injury; and from claims for damage and destruction of tangible property, including loss of use resulting there-from; any or all of which may arise out of or result from the Contractor’s operations under the Contract Documents, whether such operations be by himself or any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.

The Contractor shall maintain umbrella liability insurance with policy limits of not less than \$2,000,000 each occurrence and \$2,000,000 in the aggregate. The insurance shall be written for not less than the limits of liability specified below.

Automobile: Bodily injury and property liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit – bodily injury and property damage combined.

Commercial General Liability: Bodily injury and property damage liability as shall protect the Contractor and any subcontractor performing work under this Contract from claims of bodily injury or property damage which arise from operations of this Contracts, whether such operations are performed by the Contractor, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this Contract and broad form property damage, explosion, collapse and underground property damage (XC&U). The coverage shall be on an occurrence basis.

Workers’ Compensation and Employers’ Liability: Shall meet the statutory requirement of the State of North Carolina, in an amount of \$100,000 each accident and disease – each employee and \$500,000 disease policy limit providing coverage for employees and owners.

The Town shall be named as an additional insured under the commercial liability insurance for operations or services rendered under this Contract.

At the time of execution of the Contract, the Contractor shall provide the Town with insurance certificates certifying that the foregoing insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be cancelled, allowed to expire, or be materially changed without giving the Town thirty (30) days advance written notice by registered mail.

The Contractor is advised that if any part of the work under this Contract is sublet, he shall require the subcontractor(s) to carry insurance as required above. However, this will in no way relieve the Contractor

from providing full insurance coverage on all phases of the Project, including any that is sublet.

When certain work is performed inside rights-of-way owned by railroads, North Carolina Department of Transportation or other agencies, both the Contractor and any subcontractors may be required to furnish individual insurance certificates made in favor by the controlling agency, with limits established by that agency.

E-VERIFY

Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, should Contractor utilize a subcontractor, Contractor shall require the subcontractor(s) to comply with the requirements of Article 2, Chapter 64 of the General Statutes.

TERMINATION BY THE TOWN FOR CAUSE

1. The Town may terminate the Contract if the Contractor:
 - a) Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - b) Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
 - c) Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
 - d) Otherwise is guilty of substantial breach of a provision of the Contract Documents.
2. When any of the above reasons exist, the Town, upon certification by the Engineer that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Town and after giving the Contractor and the Contractor's surety, if any, seven days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
 - a) Take possession of the site and all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor;
 - b) Accept assignment of subcontracts; and
 - c) Finish the work by whatever reasonable method the Town may deem expedient. Upon request of the Contractor, the Town shall furnish the Contractor a detailed accounting of the costs incurred
3. When the Town terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment until the work is finished.
 - a) The Town Manager shall have authority to terminate the Contract without additional authorization by Town Council.
4. If the unpaid balance of the Contract Sum exceeds the costs of finishing the work, including compensation for the Engineer's services and expenses made necessary thereby, and other damages incurred by the Town and not expressly waived, such expenses shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Town. The amount paid to the Contractor or the Town, as the case may be, shall be certified by the Engineer, upon application, and this obligation

for payment shall survive the termination of the Contract.

TERMINATION BY THE TOWN FOR CONVENIENCE

1. The Town may, at any time, terminate the Contract for the Town's convenience and without cause. Upon written notice from the Town of such termination for the Town's convenience, the Contractor shall:
 - a) Cease operations as directed by the Town in the notice;
 - b) Take actions necessary, or that the Town may direct, for the protection and preservation of the work; and
 - c) Except for the work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
2. The Town Council shall have authority to terminate the Contract. In case of such termination for the Town's convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit for the completed work.

NOTICE TO PROCEED

A Notice to Proceed will be issued to the Contractor upon receipt of a fully executed contract, bonds, insurance certificates, receipt of approval by other governmental agencies (if required) and any other documentation required by the Town. After the notice to proceed is given, the contractor will provide a time and resource driven schedule that shows how the contractor will meet the contract period. This schedule must be submitted and approved by the Town of Stallings prior to commencing work.

PRE-CONSTRUCTION CONFERENCE

An on-site pre-construction conference will be scheduled at least 24 hours prior to start of any work and as soon as practical after the award of the Contract to verify work areas. The Contractor shall attend the conference along with the prospective job superintendent, any anticipated major subcontractors and major material suppliers. A proposed progress schedule in a form satisfactory to the Engineer and a statement of the anticipated monthly progress payments showing the percent of progress each month shall be submitted.

The Contractor shall also provide at least two (2) local telephone numbers that may be used to contact the Contractor or his authorized representative in the event of an emergency after normal business hours. Upon receipt of the required documentation, a Notice to Proceed will be issued by the Town.

The Contractor shall provide the name and contact information of the Contractor's on-site Quality Control personnel representative who is responsible for inspection of Contractor and Sub-Contractors' performance and materials.

The Contractor shall provide a resource loaded construction schedule for approval to the Town Engineer. The Contractor shall provide a construction status update on a bi-weekly basis for the duration of the work. The Town Engineer will state how the update shall be communicated.

ADDITIONAL OR EXTRA WORK

The Town may require the Contractor to furnish materials and to do additional or extra work not provided in the contract or in the specifications, but which may be found necessary to the proper protection and

completion of the work embraced in this contract, at price to be fixed by the prices named in the Proposal. But no other work than that included in the contract shall be done, and no additional material shall be furnished by the Contractor without a written order from the Engineer. In the absence of such written order from the Engineer, the Contractor shall not be entitled to payment for such additional or extra work. Bills for additional or extra work shall be filed with the Town within three (3) days after such additional or extra work is completed, in order that the Engineer may establish the accuracy of the additional or extra work bills.

Any increase to the Contract Sum shall be approved and documented by a written change order with the appropriate authorized signature(s).

CARE OF WORK

The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault, omission or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed here under until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Town.

CLEANING UP

Before acceptance of the project, or as directed by the Engineer, borrow sources, waste areas, and all ground occupied by the Contractor within the project limits in connection with the work shall be cleaned of all rubbish, excess material, temporary structures and equipment.

SAWING EXISTING PAVEMENT

Where asphalt or concrete (curb, sidewalk, roadway, driveways, parking lots, etc.) is to be removed, the Contractor shall provide a neat edge along the pavement being retained by sawing the pavement before breaking and removing adjacent pavement.

When the Contractor proposes to saw pavement (curb, sidewalk, etc.) more than the area marked, the Contractor shall obtain approval from the Engineer prior to saw cutting and removing pavement. The cost of sawing asphalt or concrete shall be considered incidental to the removal operation and shall be included in the unit price bid for Project.

OSHA REQUIREMENTS

The Contractor shall comply with OSHA 29 CFR Part 1926, Subpart P – Excavations, 29 CFR Part 1910.146, Permit-required confined spaces and all other applicable regulations.

HAZARDOUS MATERIALS

If the Contractor encounters any materials considered or suspected of being hazardous, he shall immediately secure the area and contact the Union County Environmental Health Division for further instructions.

MATERIALS AND EQUIPMENT STORAGE

The Contractor shall be responsible for locating and providing storage areas for construction materials and equipment. The material and equipment storage shall comply with all local and state ordinances throughout the construction period. The Contractor shall restore the storage area to its original condition upon completion

of the Project or upon such time as directed by the Engineer. Such restoration shall be at no additional cost to the Town.

The Contractor shall be responsible for the safeguarding of materials and equipment against fire, theft and vandalism and shall not hold the Town responsible in any way for the occurrences of same. The Contractor shall furnish and erect, at no additional cost, whatever works may be necessary for the protection of the public, including but not limited to barricades, fences, etc. Prior to final payment being made, the Contractor shall obtain a release from the property owner of the storage area utilized for the Project.

METHOD AND MATERIAL

All work covered in this special provision shall be in accordance with and all material shall conform to the requirements of the North Carolina Department of Transportation Standard Specifications for Road and Structures (latest edition).

PERIODIC PAYMENTS

The Town will make periodic payments based on the work progress approved by the Engineer and the payment request shall be submitted by the Contractor on a monthly schedule or other agreement by the Town. Payment will be made within twenty (20) calendar days after receipt of a correct payment request.

The Contractor shall have a copy of his current payment request on the job site so that it may be viewed by subcontractors upon request.

PROJECT CLOSEOUT DOCUMENTS

The Contractor shall provide the following documents with the final pay request:

1. Contractor's Affidavit Release and Waiver of Claim
2. State/County Sales/Use Tax Statement
3. Consent of Surety to Final Payment (contracts equal to or exceeding \$100,000) (AIA Document G707)

No final payment will be authorized until these documents have been properly completed and submitted by the Contractor.

TAX STATEMENT SUBMITTAL

1. All tax statement bodies, and all signatures must be original. Photocopies of blank forms may be used, provided the document containing the information is original.
2. All tax statements must be signed by the Contractor/subcontractor's company officer submitting the statement and certified by a Notary Public. All tax statements must list in detail taxes paid by individual invoice. No lump sum, running total, or copies of previously reported statements will be accepted. Tax statements shall show North Carolina and County taxes paid.
3. A tax statement showing detailed amounts with "amounts previously reported" noted on the face will be accepted if they are original. This is the equivalent of a statement indicating "no taxes paid this period." All subcontractors for whom tax statements are included must be certified as such on the face of the Contractor's tax statement.
4. Tax statements (the State/County Sales/Use Tax Statement form) must always accompany a payment

request for the related project. All final construction payment requests must have a final tax statement regardless of whether any taxes have been paid during the period in question. If no taxes have been paid, the detail page should simply state "0", "None", or "No taxes paid this period."

TAXES AND LICENSES

North Carolina sales and/or use taxes are applicable to purchases of building materials and other tangible personal property by Contractors for use in performing Town contracts (see Tax Statement Submittal section of this contract). Use tax is also due on construction equipment brought into North Carolina for use in the performance of City contracts (N.C. Revenue Laws, G.S. 105-164.4 and G.S. 105-164.6). Contractors are liable for payment of applicable franchise, corporate income, license, and withholding taxes (N.C. Revenue Laws, G.S. 105-122, G.S. 105-123, G.S. 105-163.2).

SUBLETTING

The Town Engineer reserves the right to waive the subcontracting limits set forth in Article 108-6 of the Standard Specifications whenever it is deemed to be in the interest of the Town. The limits can only be waived upon written approval of the Town Engineer.

SUBSURFACE INVESTIGATION

The Contractor shall make his own subsurface investigations. Any information obtained by the Town because of its own subsurface investigations will be made available upon request. This information (when available) is provided for informational purposes only and shall not relieve the Contractor from making his own investigations. The Contractor shall obtain all necessary permits prior to making any pavement cuts on existing streets.

Subgrade shall be compacted to density requirements for roadway construction. A proof roll shall be performed on each roadway prior to any asphalt overlay. If any soft areas are encountered or the subgrade is unable to be compacted, then those areas are to be cut out and replaced with suitable material. When these areas are encountered, the Contractor shall notify the Town Engineer or their designee to determine the limits of removal. The Contractor will provide documentation, as requested by the engineer or his designee, that the density requirements have been met prior to acceptance of the work.

SPECIAL CONTRACT PROVISIONS

The North Carolina Department of Transportation, Standard Specifications for Roads and Structures (latest edition) and the Town of Stallings Land Development Standards Manual (latest edition), hereinafter referred to as the "Standard Specifications" shall apply to all portions of the project unless otherwise specified herein.

SURFACE COURSE

Surface course of S9.5B will be used for final surface layer on all pavement resurfacing and repairs.

TACK COAT

Tack coat per NCDOT's standard specifications item 605 shall be applied on all existing surfaces prior to placement of the initial course of new pavement. No separate payment shall be provided for this work. It will be considered as part of the placement of the initial course of pavement.

SEEDING AND MULCHING

The work covered by this special provision includes preparing seedbeds; furnishing, placing, and covering

limestone, fertilizer, and seed; compacting seedbeds; furnishing, placing, and securing mulch; mowing; and other operations necessary for the permanent establishment of grasses from seed on shoulders, slopes, ditches, and on all earth areas disturbed by construction and on portions of areas seeded under previous contracts where, in the opinion of the Engineer, there is unsatisfactory vegetative cover. Seeding and mulching is incidental to the shoulder construction item.

GRADING

Edge of pavement treatment on asphalt pavement placed on streets without curb and or gutter shall be backed up with lightly compacted borrow which has been fertilized, seeded, and mulched as per NCDOT Specifications. Borrow material to be approved by the Engineer includes material and haul. This work shall be paid as incidental grading and shall be included in the unit price for project.

PAVEMENT/PAVEMENT RESURFACING

1. Prior to construction, Contractor shall be required to submit a job mix formula (JMF) to the Engineer for his review and approval. This JMF must meet North Carolina Department of Transportation Specifications. This will be done at the Contractor's expense, and if required by the Town of Stallings, shall be certified by an approved engineering testing laboratory showing the exact composition of a sample of the mixture to be delivered to the Town.
2. Prior to performing any material tests, the Contractor shall provide to the Engineer a complete statement of the origin of all materials to be used in the construction of the work. The statement shall be furnished to the Engineer sufficiently in advance of any shipment and/or fabrication of materials so that arrangement can be made for joint inspection by the Town, if desired.
3. If directed by the Town, an extracting and gradation test will be made by the Contractor with no cost to the Town. The Town inspector will also take an asphalt sample from the same truck, logging the truck number and location on the street. This may be done at least once each day.
4. The Town inspector may continue to take a minimum of one sample per day. The sample will be stored and randomly sent to an independent laboratory for testing. These results will be compared with the Contractor's test results. All costs incurred for such tests will be at the Town expense.
5. Density test will be performed per project of each road as directed by the Town inspector.
6. The temperature will be checked on every truck load of asphalt while still in the truck, noting the truck number, time of day and approximate location on the street. All temperature of asphalt checks must pass the minimum standard of NCDOT specification.
7. The existing pavement is to be thoroughly cleaned and free of loose stone prior to paving operations.
8. Neither observations by the Engineer, nor inspection test or approvals by others shall relieve the Contractor from his obligation to perform the work in accordance with the requirements of the contract documents. If any failures occur during or after the work has been completed, or while still under the warranty period, and the Contractor was not at fault, the Town requires that the defects be repaired by the Contractor using the unit prices in the bid proposal. No additional mobilization costs will be paid for any of the repairs.
9. The Contractor shall comply and pay for the services of an independent testing laboratory to perform testing and inspections services as outlined in these special provisions. The Contractor shall obtain the owners approval prior to entering any contract or agreement for these services.
10. The Contractor will be required to clean up immediately after completing the work on each street.

Excess asphalt left in the gutter or behind the curb will be picked up or swept up and removed from the job site. This will be done prior to beginning work on another street.

11. It will be the Contractor's responsibility to submit one physical copy and one digital copy of the inspections and tests to the Engineer. The following must be included in the reports: date, project title and number, name and signature of the inspector, date of inspection or sample, record of temperature and weather, date of test, identification of product and specifications section, location in project, type of test and observation regarding compliance with requirements.

UNDERCUT

Aggregate consisting of ABC stone shall be used for undercut of roadbed. Compaction shall conform to NCDOT Specifications. If the Engineer so determines that the existing roadbed material is unsuitable, the use of geo-grid with a tensile strength in accordance with NCDOT Specifications shall be used.

COMPACTION

Compact all material to a depth of 6" below the finished surface of the subgrade to a density equal to at least 100% of that obtained by compacting a sample of the material in accordance with AASHTO T-99 Method D, as modified by the NCDOT. Copies of these modified testing procedures are available upon request from the NCDOT Materials and Tests Unit.

Compact the subgrade at a moisture content which is approximately that required to produce the maximum density indicated by the above test method. Dry or add moisture to the subgrade when required to provide a uniformly compacted and acceptable subgrade.

After uniformly compacting the mixture, grade to required shape and cross-slope. Deficient areas needing additional material should be scarified before the addition of material, then compacted to density requirements, and graded to required shape and cross-slope. The Engineer may, at his option, utilize nuclear methods, as described in the current NCDOT Nuclear Gauge Operators Manual, to determine density of the base in conjunction with the methods required above. Copies of this manual are available upon request from the NCDOT Material and Tests Unit.

CONSTRUCTION JOINTS

At the end of each day's construction, form a straight transverse construction joint by cutting back into the completed work to form a vertical face unless the road is to be opened to traffic. Build the base for large, wide areas in a series of parallel lines of convenient length and width meeting the approval of the Engineer. Form straight longitudinal joints at the edge of each day's construction by cutting back into the completed work to form a vertical face free of loose or shattered materials.

TOLERANCES

After final shaping and compacting of the base, the Engineer will check the surface of the base for conformance to the grade and typical section and will determine the base thickness. Construct the thickness of the base so that it is within a tolerance of plus or minus ½ inch (12.7 mm) of the base thickness required by the plans. Construct the base so that the maximum differential between the established grade and the base within any 50-foot (15-meter) section is ½ inch (12.7 mm).

TRAFFIC

Completed sections of the base may be opened when necessary to lightweight local traffic, provided the base has hardened sufficiently to prevent marring or distorting of the surface, and provided the curing is not impaired. Do not operate construction equipment on the base except as necessary to discharge into the

spreader during paving operations.

MAINTENANCE

Maintain the base in an acceptable condition until final acceptance of the project. Including immediate repair of any defects of damage that may occur in any maintenance operation. Perform this maintenance at no cost to the Owner and repeat as often as may be necessary to keep the base in an acceptable condition. Perform repairs to the base by replacing the base for its full depth.

ADJUSTMENT OF STRUCTURES

All structures such as manholes/valves to be raised prior to overlay. Raise or lower all existing manholes/valves within the limits of the project to match the finished grade to within ¼". Adjustments shall be made using an approved rapid-set grout, mortar, or concrete that will take full set and become load bearing within sixty minutes.

REBUILD SHOULDERS

The rebuilding of the roadway shoulders on ditch type road cross section shall consist of reconstructing the areas adjacent to disturbed pavement sections to conform to the line, grades and typical section shown on the plans. This constitutes stripping all existing vegetation from the ground surface wherever shaping of the roadway is to be done, as necessary, adding any additional soil, and seeding and mulching the disturbed area to provide stabilization.

LOAD LIMITS

So as not to further damage existing roads being repaired, the total weight of a truck and material cannot exceed 70,000 lbs. Any deviation from this load limit needs prior approval from the Engineer. Rollers will be limited to 15 tons or 30,000 pounds.

TRAFFIC CONTROL

During daily construction work hours, the Contractor will maintain at least one lane of traffic. During periods of construction inactivity all lanes of traffic will be open unless otherwise approved by the Town Manager.

The Contractor shall use flagger control in accordance with NCDOT Standards. The Contractor shall not work on both sides of the road simultaneously within same area.

The Contractor will be required to maintain ingress and egress to all business and dwellings and shall always provide clear access to fire hydrants.

The Contractor shall paint edges of all structures to be raised prior to repair or resurfacing, in the event the completion of the pavement is not completed within the working day, in a florescent orange marking paint.

It shall be the responsibility of The Contractor to ensure vehicles do not drive through/across/traverse active work zones. If a vehicle owner claims the resurfacing caused damage to their vehicle and/or other property, then The Contractor shall coordinate a resolution with the vehicle owner at no cost to the Town.

All necessary traffic control for this Project shall be included within the pricing for the work provided. No separate payment shall be provided for this work.

MOBILIZATION

Work covered by the provision shall consist of preparatory work and operations which must be performed or for costs incurred prior to the beginning of work on this Project. The payment for the entire lump sum price for this item will be made with the first pay request paid on this contract. The bid price shall not exceed 5% of the total bid for the various items in this contract. The Town will not pay to remobilize due to any delay.

QUALITY CONTROL

The Contractor shall provide an on-site quality control inspector who will be responsible for the quality of the workmanship of the Contractor and all subcontractors on the project. The Town may provide an inspector to review the construction and protect the Town's interests in the quality of the workmanship and materials. Due to the Town's limited staff, any personnel conflicts between the Contractor, Subcontractors or his assigned staff and the Town staff resulting in the delay of progress will be the Contractor's responsibility to resolve the issue by whatever means necessary.

LOCATION OF PROJECT

The project shall consist of repairing the street segments identified in the attached EXHIBIT A. It is the responsibility of the Contractor to be familiar with the portions of these streets as paint-marked, for the individual areas of repair and resurfacing.

BID SCHEDULE

NOTES

1. Contractor shall
2. Bid shall include sales tax and all other applicable taxes and fees. Include tax listing for materials in payment request.
3. Town of Stallings, NC reserves the right to increase or decrease the work by 25 percent without affecting any change in unit bid prices.
4. Bidders must bid on all items in a section for a Complete Bid. Failure to do so may result in rejection of the bid.
5. All items shall be bid as constructed, complete, in-place and ready for use by the Town of Stallings upon acceptance of work by the Engineer and the Town of Stallings.

Alternative 1

FY23-24 TOWN OF STALLINGS RESURFACING PROJECT					
NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	COST
TOWN OF STALLINGS ROADWAYS					
1	2" Mill	5500	SY		
2	3" Mill	9600	SY		
3	2" S9.5C Surface course	1164	TN		
4	3" S9.5C Surface course	766	TN		
5	Speed Bump with Chevrons	1	EA		
6	Lower/Raise Manholes	10	EA		
7	Remove & Replace Curb & Gutter	500	LF		
8	6" Deep Patch	500	SY		
9	Maintenance of Traffic	1	LS		
10	Stop Bar Striping	10	EA		
11	Removal of Unsuitable Material	20	CY		
12	Backfill for Unsuitable Material	20	CY		
13	Mobilization	1	LS		
14	Contingency (20%)	1	LS		
SUB-TOTAL					
TOTAL BID AMOUNT					

N.C. License No.- _____

By: _____

Telephone No: _____

Name: _____

Fax No: _____

Title: _____

E-mail: _____

Company: _____

SEAL: (If Bid by Corporation)

Address: _____

Date: _____

Alternative 2

FY23-24 TOWN OF STALLINGS RESURFACING PROJECT					
NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	COST
TOWN OF STALLINGS ROADWAYS					
1	2" Mill	7400	SY		
2	3" Mill	12658	SY		
3	2" S9.5C Surface course	1371	TN		
4	3" S9.5C Surface course	1280	TN		
5	Speed Bump with Chevrons	1	EA		
6	Lower/Raise Manholes	10	EA		
7	Remove & Replace Curb & Gutter	500	LF		
8	6" Deep Patch	500	SY		
9	Maintenance of Traffic	1	LS		
10	Stop Bar Striping	10	EA		
11	Removal of Unsuitable Material	20	CY		
12	Backfill for Unsuitable Material	20	CY		
13	Mobilization	1	LS		
14	Contingency (20%)	1	LS		
SUB-TOTAL					
TOTAL BID AMOUNT					

N.C. License No.- _____

By: _____

Telephone No: _____

Name: _____

Fax No: _____

Title: _____

E-mail: _____

Company: _____

SEAL: (If Bid by Corporation)

Address: _____

Date: _____

BONDS AND CERTIFIED POWER OF ATTORNEY

(Attach Bond and Power of Attorney to this sheet)

INSURANCE CERTIFICATE

(Attach Certificate to this sheet)

CONTRACTOR'S AFFIDAVIT RELEASE AND WAIVER OF CLAIM

STATE OF: _____ COUNTY OF: _____

_____,
(Name) (Title) of,

_____, being first duly sworn, deposes and says that: (Contractor)

The undersigned is authorized to execute this Affidavit, Release and Waiver of Claim on behalf of the Contractor and that he has personal knowledge of all facts set forth herein;

This Affidavit, Release and Waiver of Claim are made concerning the construction of the following;
Project: _____ Project No.: _____

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

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

Notwithstanding the foregoing, if the Town of Stallings, or property of the Town of Stallings, is subject to any claim or lien that arises in any manner from the failure of the Contractor to pay any liability described above, the Contractor will indemnify and hold the Town of Stallings harmless for any amount that the Town of Stallings is required to pay to discharge such lien or settle such claim and, further, will pay the Town of Stallings expenses, costs, and attorney fees incurred in connection

therewith;

All claims, suits, and proceedings of every name, description, or nature arising out of the above project against the Town of Stallings, its officers, employees, and agents have been settled;

The Contractor releases and waives any and all claims of every type and description that the Contractor may have against the Town of Stallings arising in any manner from the construction of the above-described project.

By: _____ Date: _____

Title: _____

Sworn to and subscribed before me this _____ day of

_____, 20____

Notary Public

My commission expires _____

Exhibit A – Road List

Alternative 1

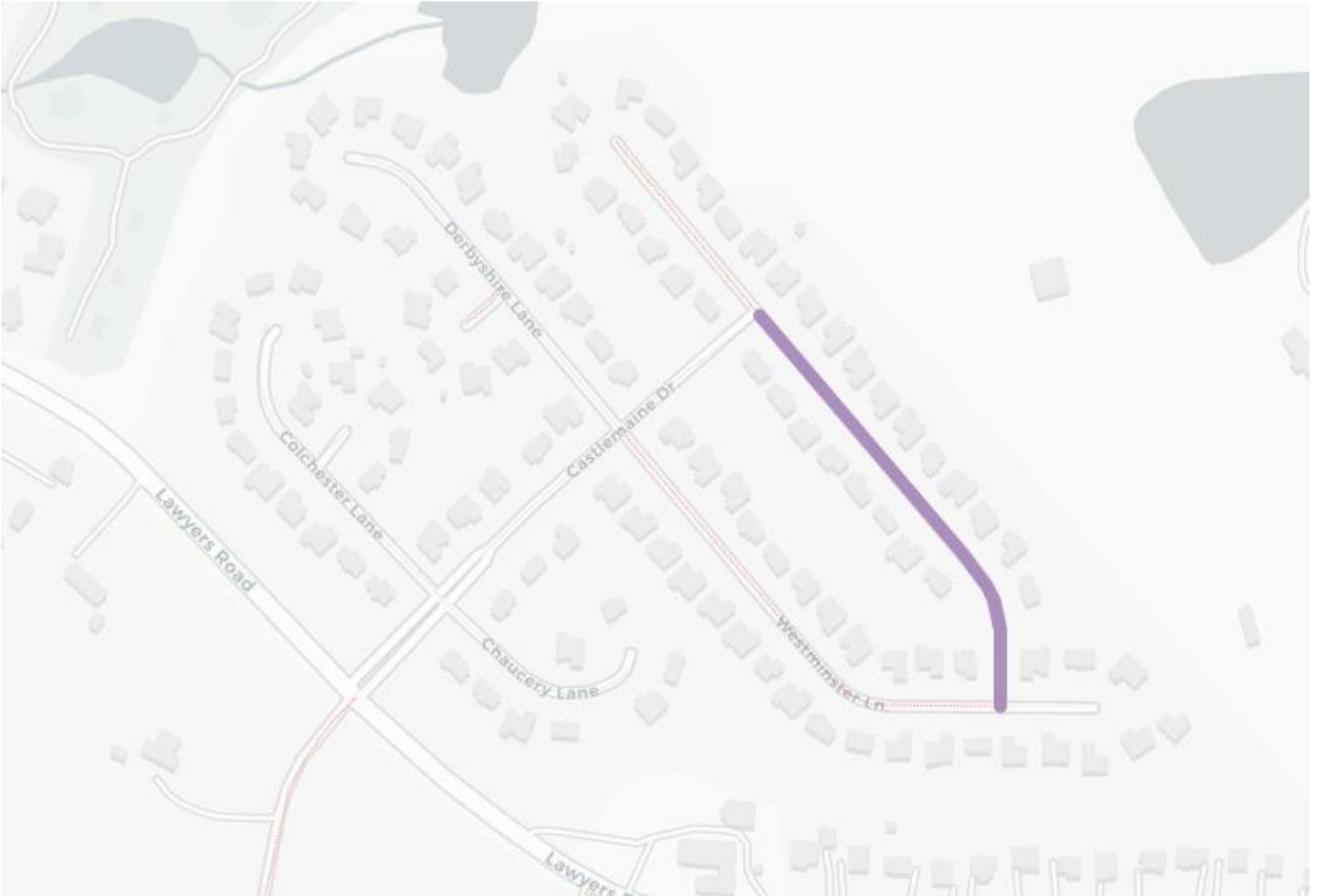
Item No.	Street Name	From	To	Subdivision	Length (ft)	Width (ft)	Area (sy)	pci_index	Treatment
1	LEICESTER DR	Westminister Ln	Castlemaine Dr	Buckingham	910	23	2326	37	2" Mill and Overlay
2	HAMMOND DR	Serel Dr	Woodglen Ln	Callonwood	413	27	1239	50	2" Mill and Overlay
3	HAMMOND DR	Kernsrowe Ln	Serel Dr	Callonwood	296	27	888	23	3" Mill and Overlay
4	HAMMOND DR	Feather Oak Ln	Milbank Dr	Callonwood	548	25	1522	19	3" Mill and Overlay
5	HAMMOND DR	Feather Oak Ln	Sarandon Dr	Callonwood	332	27	996	29	3" Mill and Overlay
6	EMERALD LAKE DR	Bunker Ct	Links Ln	Emerald Lake	562	30	1873	40	2" Mill and Overlay
7	KERRY GREENS DR	Ashie Ave.	Coatsdale Ln	Kerry Green	1047	24	2792	31	2" Mill and Overlay
8	COATSDALE LN	Heison Ct	Kerry Greens Dr	Kerry Green	603	24	1608	50	2" Mill and Overlay
9	KERRY GREENS DR	Old Monroe Rd	Wyntree Ct.	Kerry Green	207	24	552	38	2" Mill and Overlay
10	LIMERICK DR	Shannamara Dr	Bailey Ct	Shannamara	324	32	1152	27	3" Mill and Overlay

Alternative 2

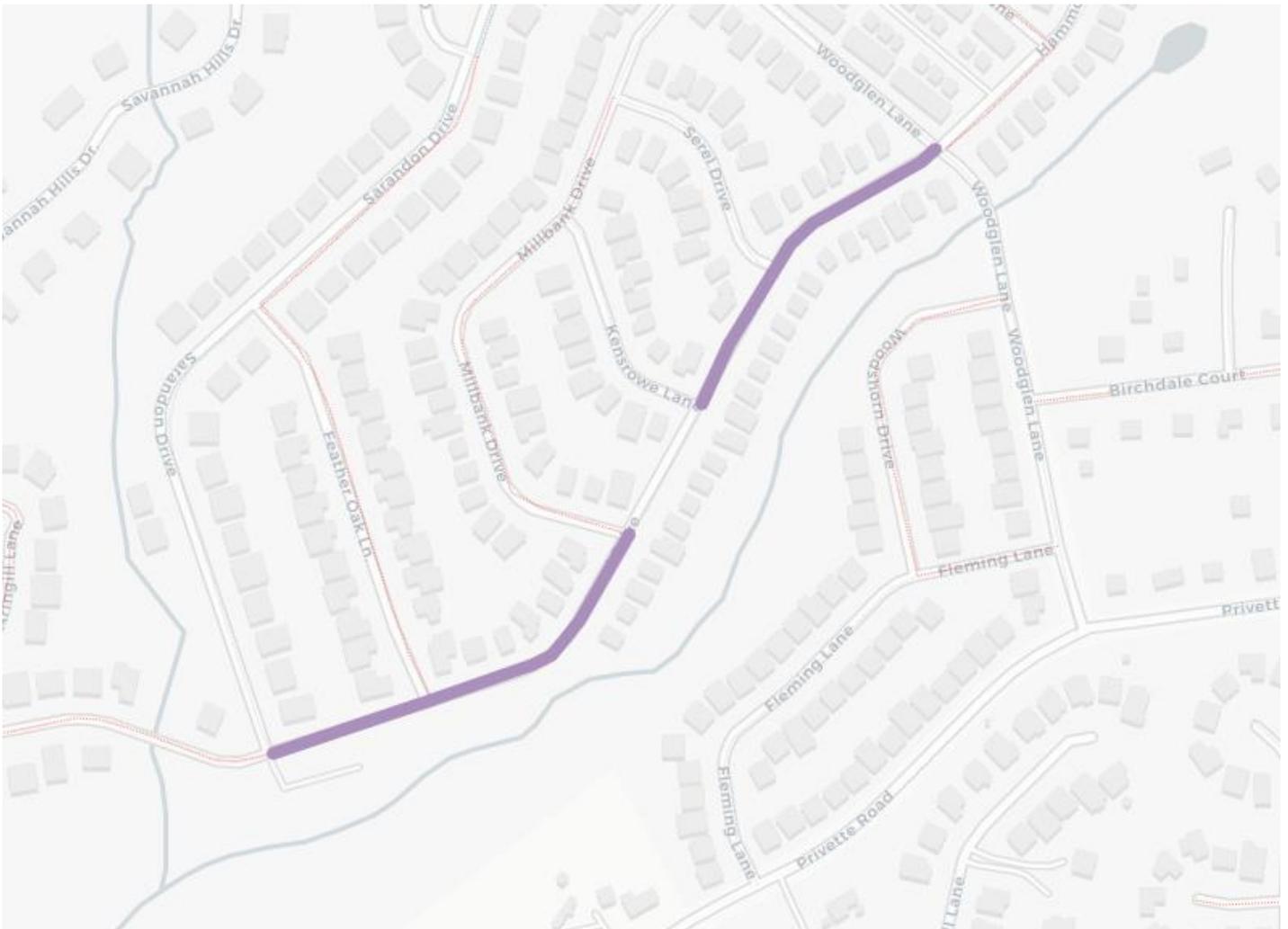
Item No.	Street Name	From	To	Subdivision	Length (ft)	Width (ft)	Area (sy)	pci_index	treatment_type
1	LEICESTER DR	Westminister Ln	Castlemaine Dr	Buckingham	910	23	2326	37	2" Mill and Overlay
2	ARINGILL LN	Hammond Dr	Murandy Ln	Callonwood	983	28	3058	40	3" Mill and Overlay
3	HAMMOND DR	Sarandon Dr	Aringill Ln	Callonwood	595	28	1851	49	2" Mill and Overlay
4	HAMMOND DR	Serel Dr	Woodglen Ln	Callonwood	413	27	1239	50	2" Mill and Overlay
5	HAMMOND DR	Kernsrowe Ln	Serel Dr	Callonwood	296	27	888	23	3" Mill and Overlay
6	HAMMOND DR	Feather Oak Ln	Milbank Dr	Callonwood	548	25	1522	19	3" Mill and Overlay
7	HAMMOND DR	Feather Oak Ln	Sarandon Dr	Callonwood	332	27	996	29	3" Mill and Overlay
8	EMERALD LAKE DR	Bunker Ct	Links Ln	Emerald Lake	562	30	1873	40	2" Mill and Overlay
9	KERRY GREENS DR	Ashie Ave.	Coatesdale Ln	Kerry Green	1047	24	2792	31	2" Mill and Overlay
10	COATESDALE LN	Heison Ct	Kerry Greens Dr	Kerry Green	603	24	1608	50	2" Mill and Overlay
11	KERRY GREENS DR	Old Monroe Rd	Wyntree Ct.	Kerry Green	207	24	552	38	2" Mill and Overlay
12	LIMERICK DR	Shannamara Dr	Bailey Ct	Shannamara	324	32	1152	27	3" Mill and Overlay

Exhibit B – Roadway Maps

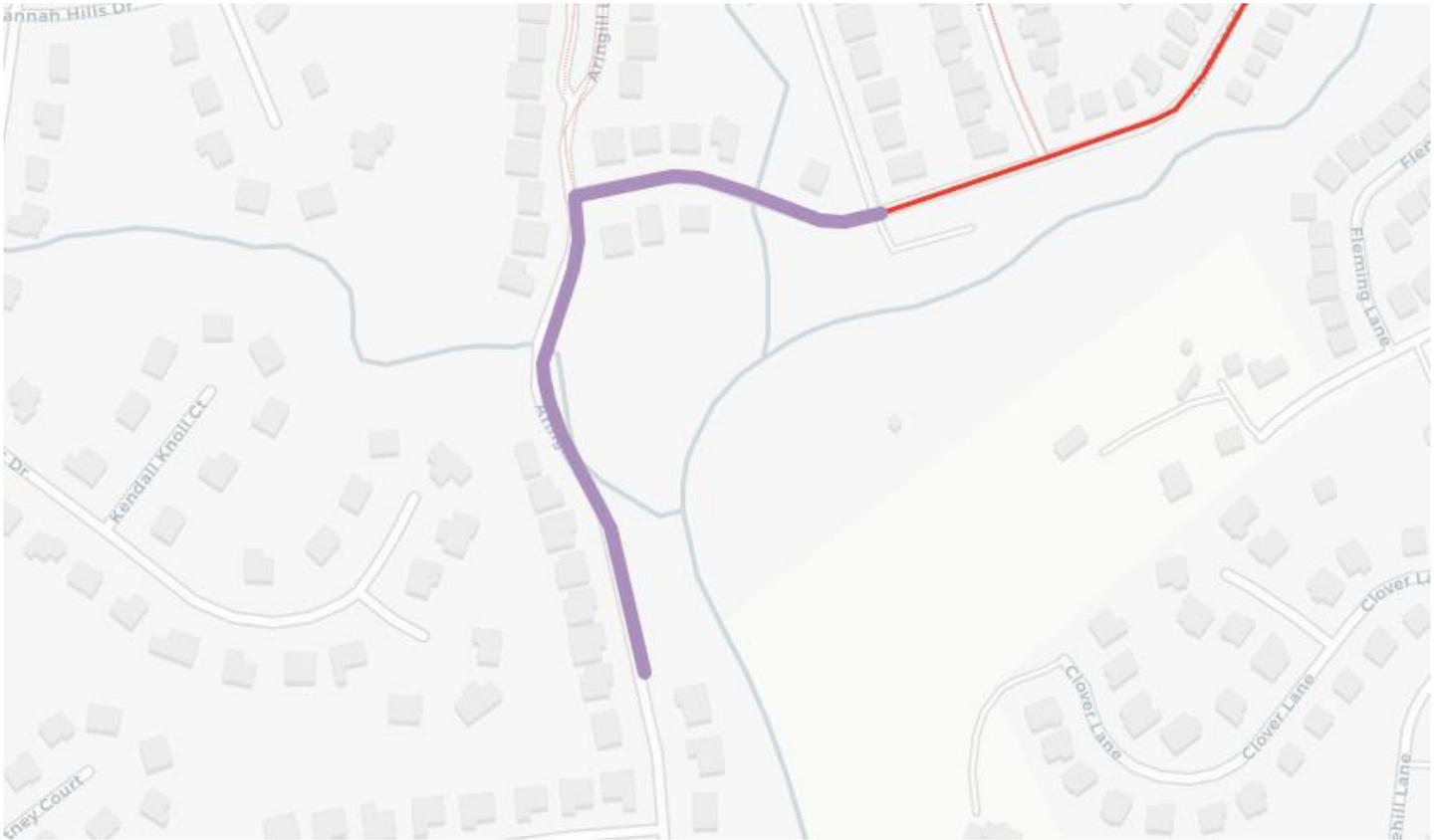
Leicester Drive – Westminster Ln to Castlemaine Dr



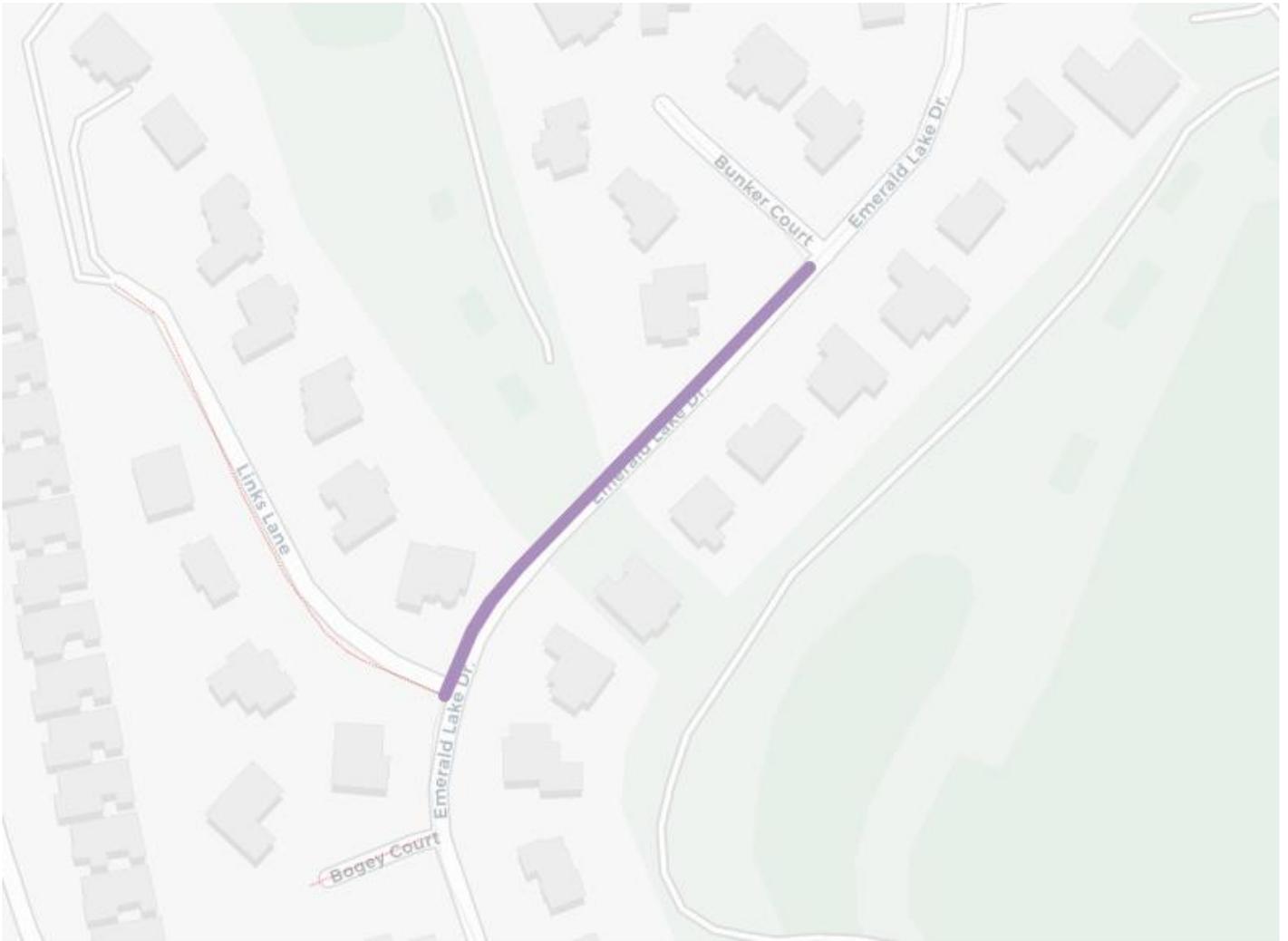
Hammond Drive – Sarandon Drive to Woodglen Lane (Exclude Millbank Dr to Kensrowe Ln)



Hammond Drive – Sarandon Drive to Aringill Lane
Aringill Lane – Hammond to End of Aringill Lane (Town of Stallings section)



Emerald Lake Dr – Bunker Ct to Links Ln



Limerick Dr – Shannamara Dr to Bailey Ct

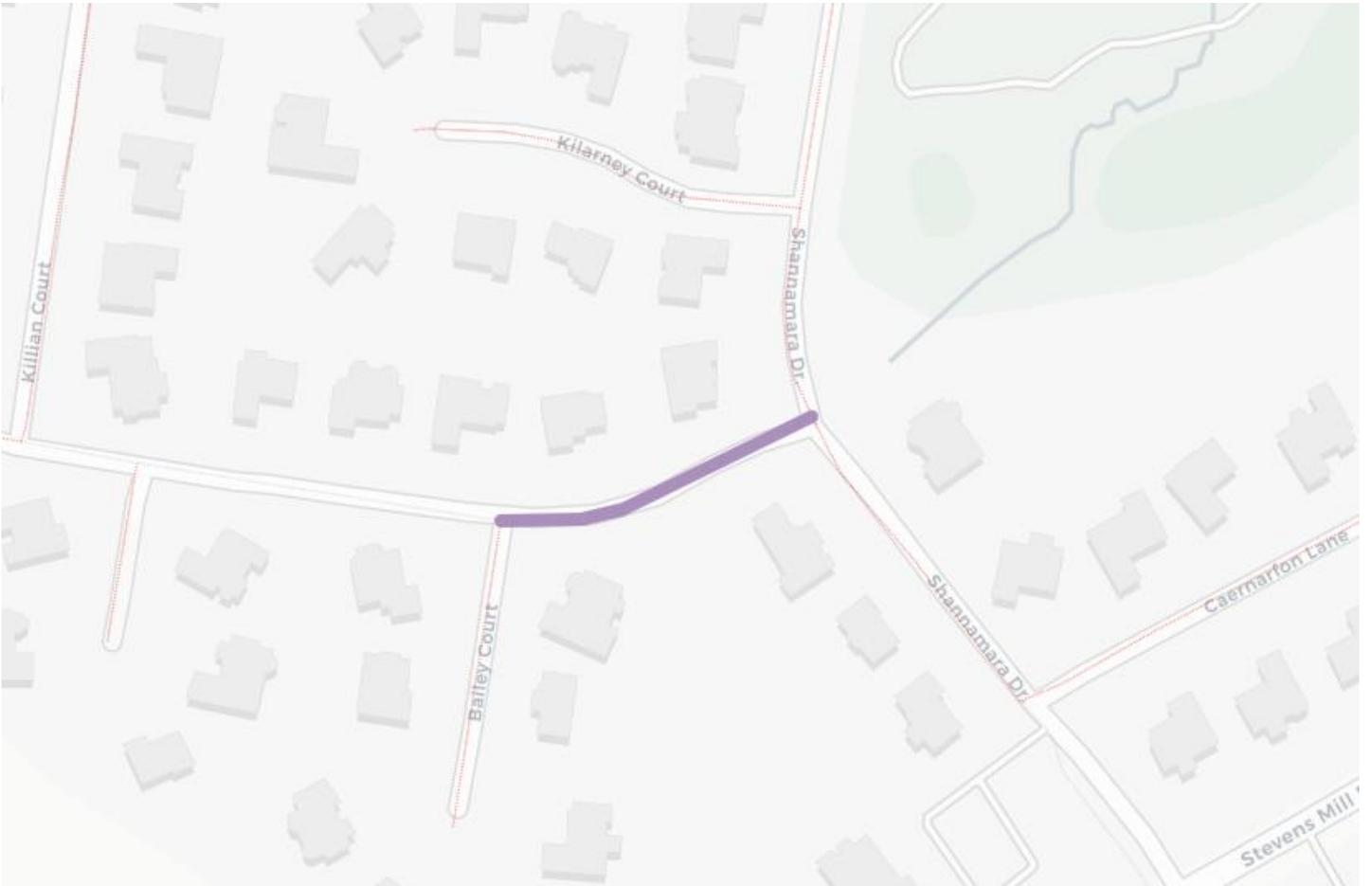
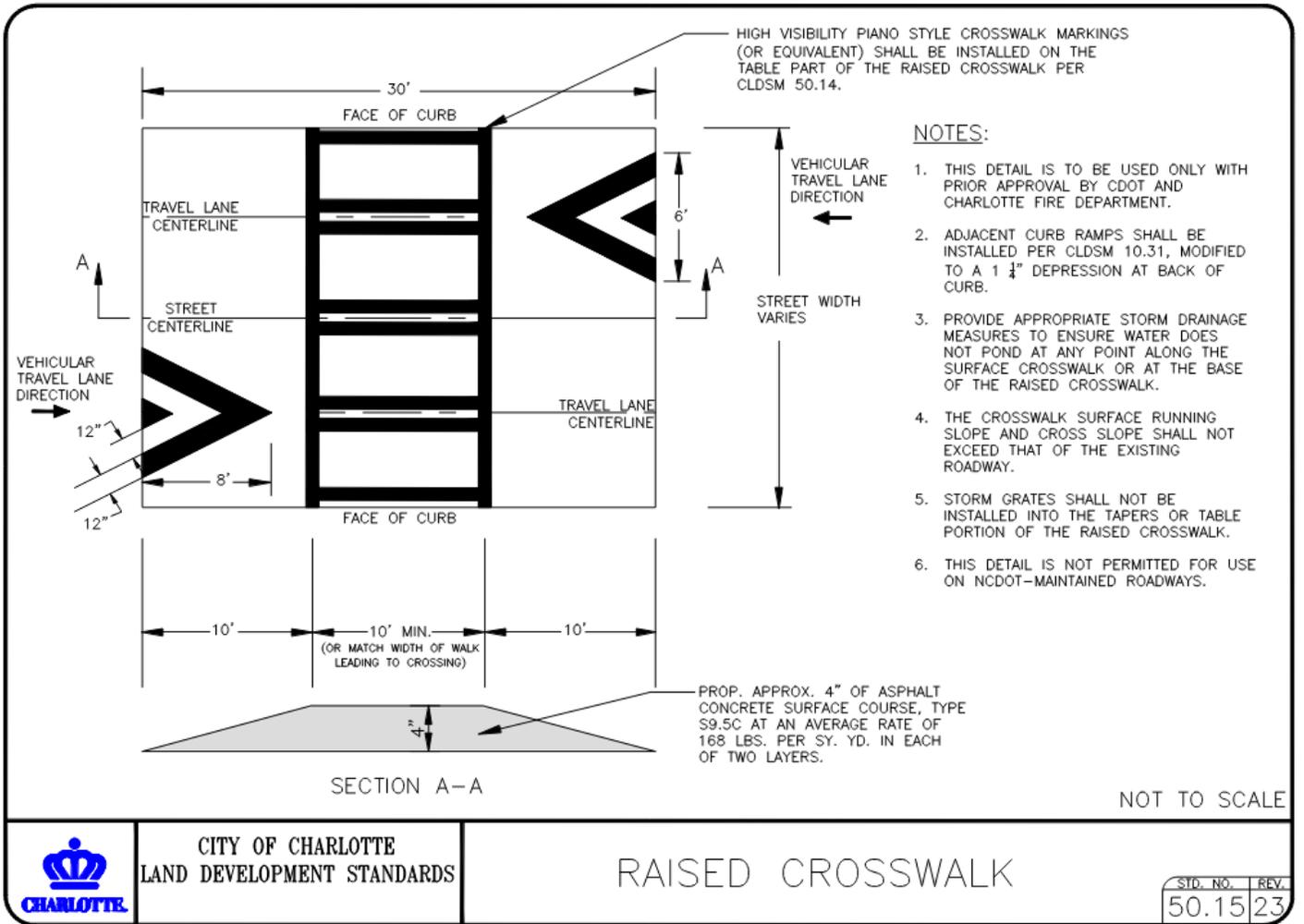


Exhibit C – Speed Bump Detail



From: [Erinn Nichols](#)
To: lucy@lucydrake.com
Cc: [Alex Sewell](#); [Max Hsiang](#)
Subject: Stallings Fire Department
Date: Thursday, October 12, 2023 1:50:00 PM
Attachments: [image003.png](#)

Lucy,

It was great to see you today! Thank you for coming by! Very exciting to hear about the Fire Department's desire to have a station near the hospital!

After speaking with our Planning Director Max, this is a piece of property that would need to go through an amendment process as a fire station is not an allowed use by right currently on this parcel. Below we have outlined the options/costs in order make an amendment as well as plan review costs (not including any Union County fees). If waving these fees is something the Fire Department Board would like for the Town Council to consider, please send an official request stating such. Staff will then take the request to Council for consideration as an agenda item at its next meeting on Oct. 23. (In order to have this item for consideration at the October 23 meeting, we would need to have the Fire Department's official request by COB on Tuesday, October 17.)

Please let us know if you have any questions.

Thank you!

Information*:

**This information does not include staff time or specific process steps.*

- Property PID#: 07126043A
- Owner: STALLINGS VOLUNTEER FIRE DEPARTMENT INC
- Zoning: SFR-2
- Acreage: 3.79
- Fire station: Not a listed use in SFR-2; rezoning or text amendment required.

Rezoning Options:

- General rezoning cost (staff's recommended option): \$500
 - Recommended zoning category: C-74
 - Timeline: 2 months
- Conditional rezoning cost: \$1000
 - Timeline: 4-6 mo.
- Text amendment: \$600
 - Timeline: 2 months

Plan Review Fees:

These are estimates based on the 2023-2024 Town Fee Schedule. Exact fees would be calculated at time of application. The Town's Fee Schedule can be found [here](#).

1. Development Fees:

These fees would be applicable regardless of the type of rezoning process chosen.

- All reviews have a 30 business-day review timeline per submittal/re-submittal to address comments.
- Step-1 Concept Plan Review: \$500
- Step-2 Construction Documents: \$3921.25
 - Engineering Fees: \$2879 (if stormwater review needed)
- Step-3 Final Plat: \$784.25

2. Permitting:

These fees would be applicable regardless of the type of rezoning process chosen.

- Use Permit: \$50
- Sign Permit: \$50 per sign
- New Construction Permit: \$100
- Zoning Compliance: \$200

TOTAL FEES: ~\$8984.50 - \$9484.50 (depending an amendment process and various sign requirements)



Erinn Nichols, CMC, NCCMC

Assistant Town Manager
Town Clerk



Phone: 704-821-0313
Email: enichols@stallingsnc.org

www.stallingsnc.org



**Stallings Fire Department
P.O. Box 940
Indian Trail, NC 28079**

October 17, 2023

Town of Stallings
Mayor Wyatt Dunn
Stallings Town Council
315 Stallings Road
Stallings, NC 28104

RE: Rezoning of Property PID#: 07126043A

Dear Mayor Dunn and Town Council:

As you are likely aware, the Stallings Fire Department has purchased land parcel PID#: 07126043A in the hope of constructing a new facility for service to the citizens of Stallings, Union County and the State of North Carolina. Your planning department has been consulted and our understanding is that they would recommend a C-74 general rezoning request.

Our Board has voted in favor of pursuing a rezoning of the property but is requesting financial assistance with all costs, fees and expenses associated with the rezoning petition and process. Our organization is a 501 (c)(3) nonprofit corporation and assistance in this regard would be a helpful donation to the Department, those who serve to provide those very important need and the citizens of Stallings.

We very much appreciate the collaborative nature of the process with your planning department as well. I, as President of the Board of Directors for the Stallings Fire Department, who is the owner of the parcel set forth above, do make request that your Council forego, waive or otherwise forgive any costs, fees or associated expenses derived from any request for rezoning our organization makes regarding this property.

Thank you again for your kind attentions to our request and we are always available to answer any questions you may have.

Kindest of regards,

A handwritten signature in black ink, appearing to read 'McHan', written in a cursive style.

John McHan

President, Stallings Fire Department
Boord of Directors

OBO/ Stallings Fire Department Board
of Directors.