

Bid Set No. _____

Bidder _____



PROJECT MANUAL

FOR

2023 TOWN OF STALLINGS

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

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Date: 09/26/2023

Table of Contents

CONTRACT SPECIAL PROVISIONS	2
CONTRACT PERIOD	2
CONTRACT TIME EXTENSION.....	2
GUARANTEE.....	2
LIQUIDATED DAMAGES	2
CONTRACT BONDS (NCDOT Section 103-7 and 103-9).....	2
DEFINITION OF TERMS	3
INDEMNIFICATION	3
INSURANCE REQUIREMENTS.....	4
E-VERIFY	5
TERMINATION BY THE TOWN FOR CAUSE.....	5
TERMINATION BY THE TOWN FOR CONVENIENCE	6
NOTICE TO PROCEED	6
PRE-CONSTRUCTION CONFERENCE.....	6
ADDITIONAL OR EXTRA WORK	6
CARE OF WORK	7
CLEANING UP.....	7
SAWING EXISTING PAVEMENT	7
OSHA REQUIREMENTS.....	7
HAZARDOUS MATERIALS	7
MATERIALS AND EQUIPMENT STORAGE	7
METHOD AND MATERIAL	8
PERIODIC PAYMENTS	8
PROJECT CLOSEOUT DOCUMENTS.....	8
TAX STATEMENT SUBMITTAL.....	8
TAXES AND LICENSES	9
SUBLETTING.....	9
SUBSURFACE INVESTIGATION.....	9
SPECIAL CONTRACT PROVISIONS	9
SURFACE COURSE	9
TACK COAT	9
SEEDING AND MULCHING	9
GRADING.....	10
PAVEMENT/PAVEMENT RESURFACING	10
ADJUSTMENT OF STRUCTURES.....	12
REBUILD SHOULDERS	12
LOAD LIMITS.....	12
TRAFFIC CONTROL	12
MOBILIZATION	13
QUALITY CONTROL.....	13
BID SCHEDULE	13
BONDS AND CERTIFIED POWER OF ATTORNEY	0
INSURANCE CERTIFICATE.....	2
CONTRACTOR'S AFFIDAVIT RELEASE AND WAIVER OF CLAIM	3
STATE/COUNTY SALES & USE TAX STATEMENT.....	4
Exhibit A – Road List.....	5
Exhibit B – Roadway Maps.....	6
Exhibit C – Speed Bump Detail.....	12

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

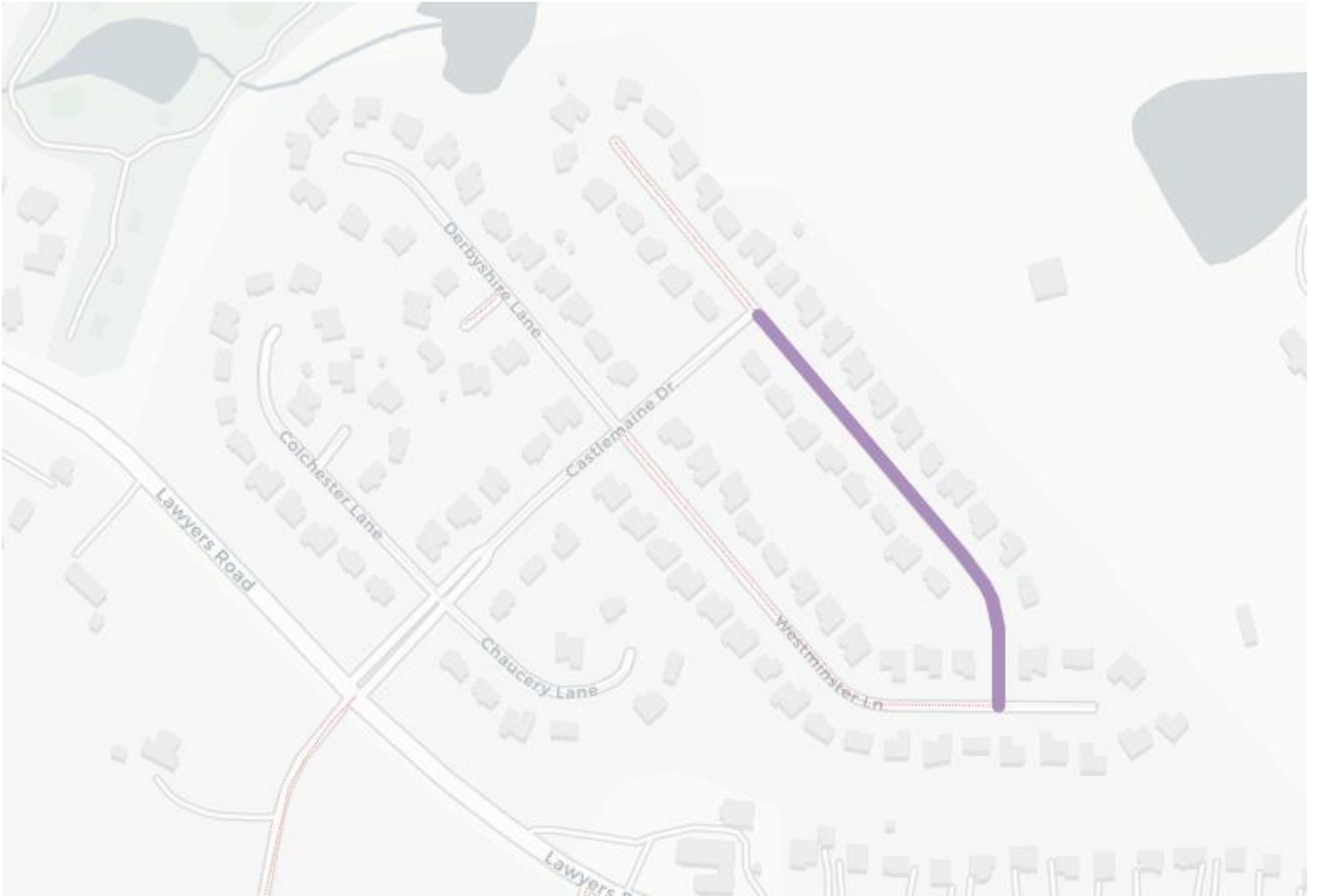
Item No.	Street Name	From	To	Subdivision	Length (ft)	Width (ft)	Area (sy)	pci_index	Treatment
1	LEICESTER DR	Westminister Ln	Castlemaine Dr	Buckingham	910	23	2326	37	2" Mill and Overlay
2	HAMMOND DR	Serel Dr	Woodglen Ln	Callonwood	413	27	1239	50	2" Mill and Overlay
3	HAMMOND DR	Kernsrowe Ln	Serel Dr	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

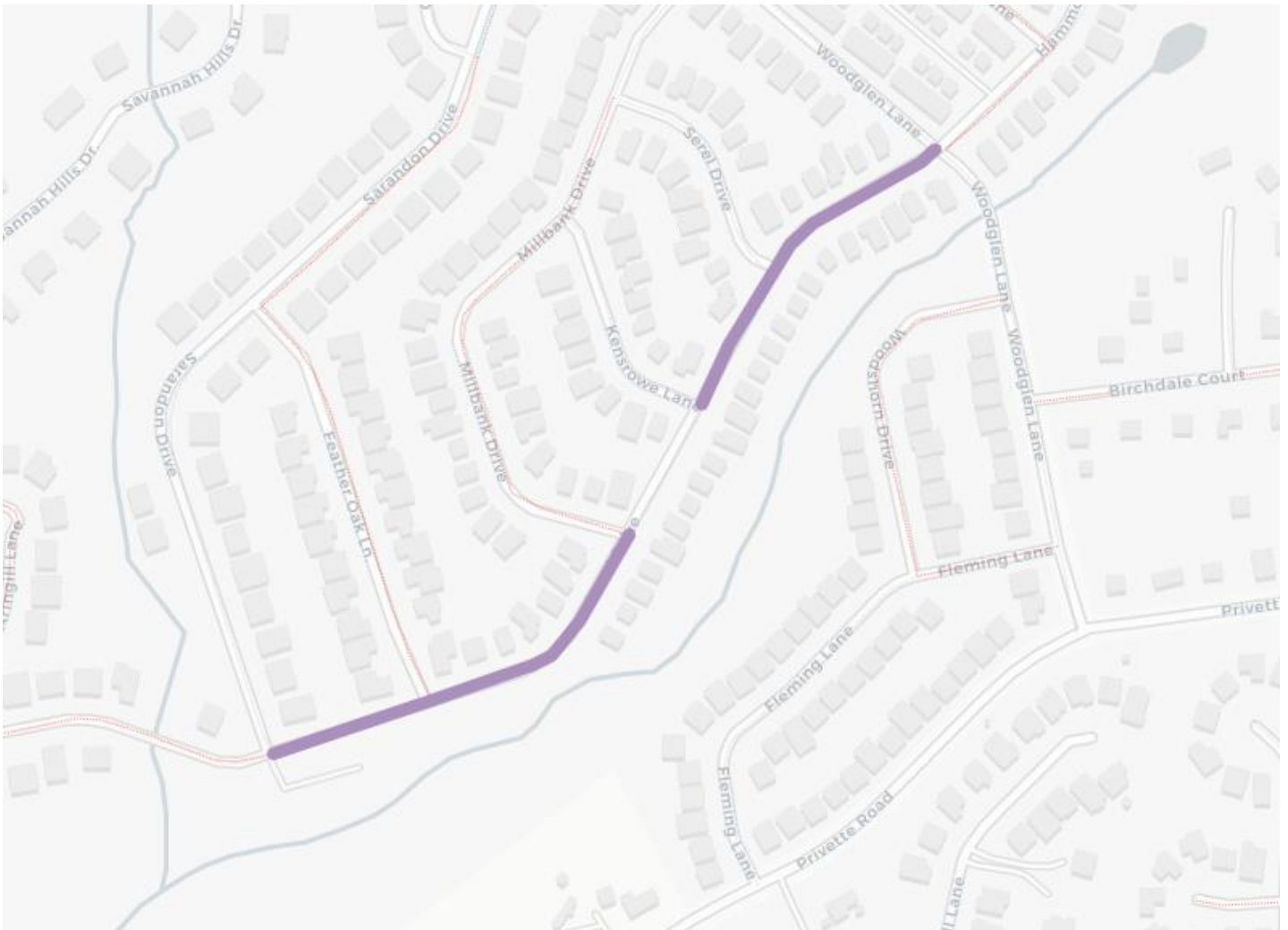
Item No.	Street Name	From	To	Subdivision	Length (ft)	Width (ft)	Area (sy)	pci_index	treatment_type
1	LEICESTER DR	Westminister Ln	Castlemaine Dr	Buckingham	910	23	2326	37	2" Mill and Overlay
2	ARINGILL LN	Hammond Dr	Murandy Ln	Callonwood	983	28	3058	40	3" Mill and Overlay
3	HAMMOND DR	Sarandon Dr	Aringill 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

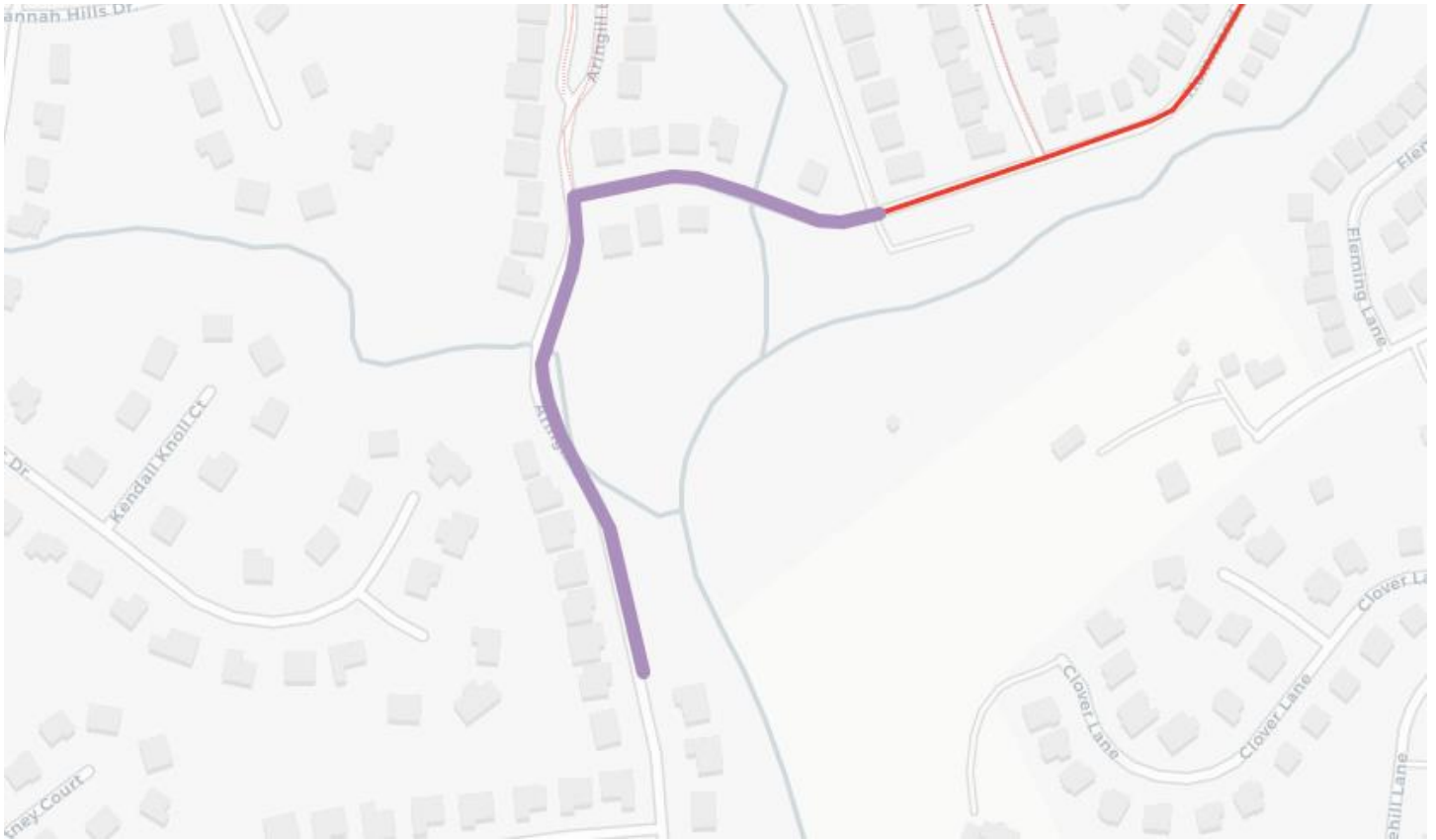
Leicester Drive – Westminster Ln to Castlemaine Dr



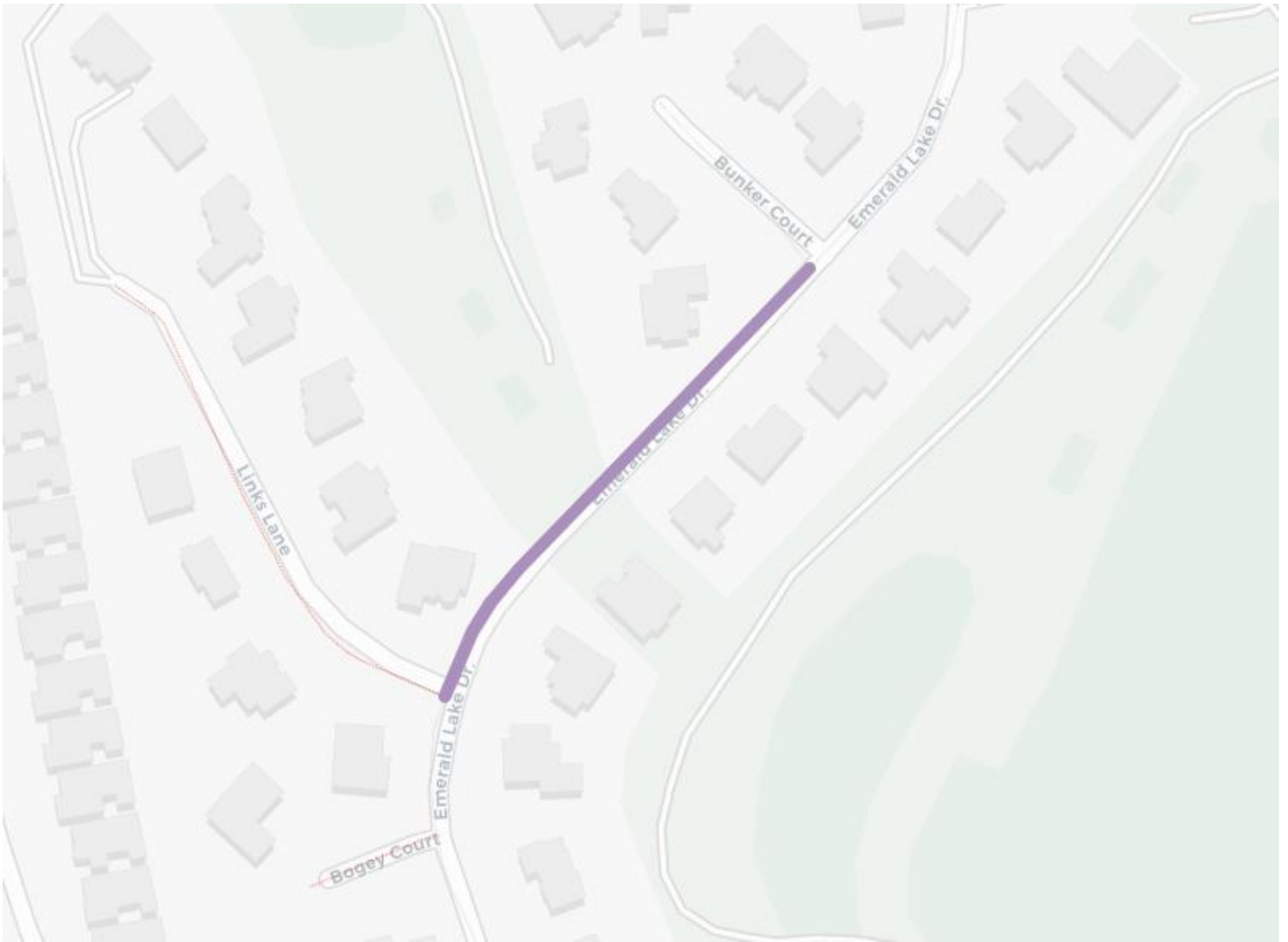
Hammond Drive – Sarandon Drive to Woodglen Lane (Exclude Millbank Dr to Kensrowe Ln)



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

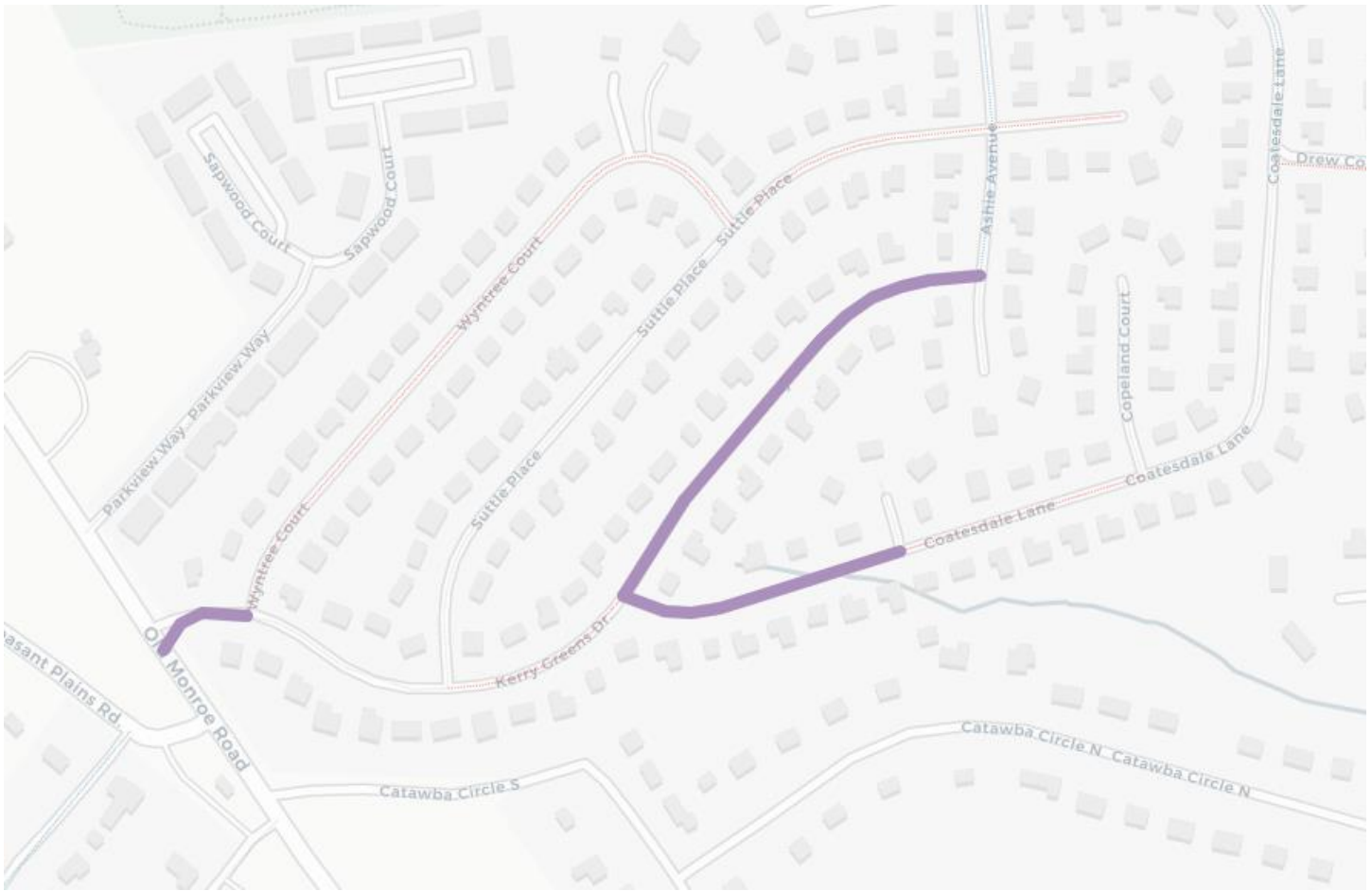


Emerald Lake Dr – Bunker Ct to Links Ln



Kerry Greens Subdivision

Kerry Greens Dr – Old Monroe Rd to Wynthre Ct
Kerry Greens Dr – Coatsdale Ln to Ashie Ave
Coatsdale Ln – Kerry Greens Dr to Heison Ct



Limerick Dr – Shannamara Dr to Bailey Ct

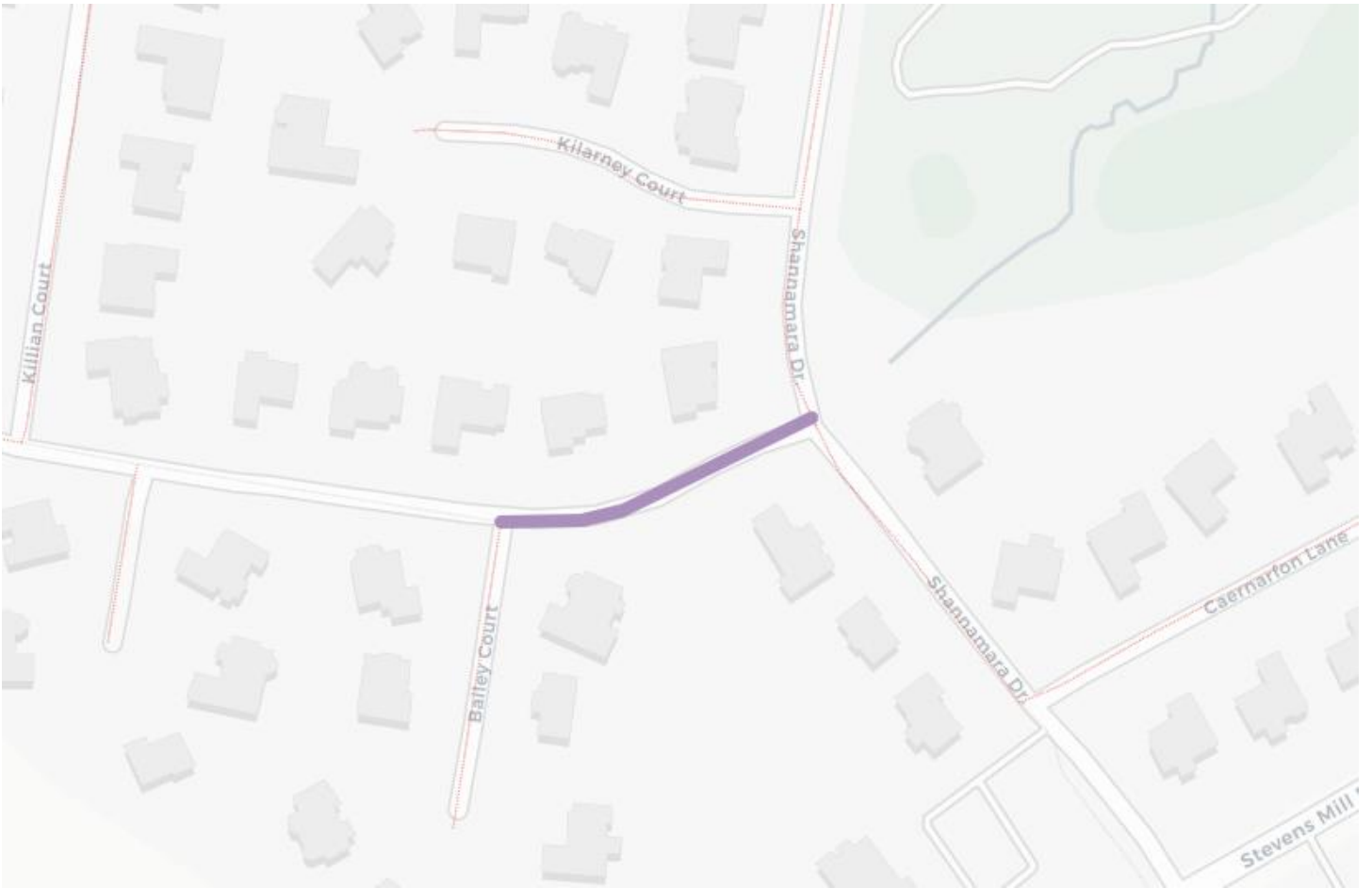


Exhibit C – Speed Bump Detail

