

**Bid Set No.** \_\_\_\_\_

**Bidder** \_\_\_\_\_



**PROJECT MANUAL**

**FOR**

**2022 TOWN OF STALLINGS**

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

Town Council: David Scholl, Mayor Pro-Tempore  
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Mayor: Wyatt Dunn  
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Date: 10/26/2022

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**CONTRACT SPECIAL PROVISIONS**  
**2022 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 ninety (90) 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 thru 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 approval of the 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 \$500 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)**

Prior to the pre-construction meeting the successful bidder shall provide the Town with a contract performance bond equal to the amount of 100 percent of the amount of the contract. All bonds shall be in conformance with G.S. 44A-33. The corporate surety furnishing the bond shall be authorized to do business in the State of North Carolina.

The successful bidder's failure to file acceptable bond prior to the pre-construction meeting 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 re-advertised 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 sole 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. 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 three (3) copies of 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 1/4". 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 45,000 lbs. Any deviation from this load limit needs prior approval from the Engineer. Rollers will be limited to 12 tons or 24,000 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.

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 repair of 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. Bid shall include sales tax and all other applicable taxes and fees. Include tax listing for materials in payment request.
2. Town of Stallings, NC reserves the right to increase or decrease the work by 25 percent without affecting any change in unit bid prices.
3. Bidders must bid on all items in a section for a Complete Bid. Failure to do so may result in rejection of the bid.
4. 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.

NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	COST
<b>TOWN OF STALLINGS ROADWAYS</b>					
1	3" Mill	20000	SY		
2	1.5" I19.0B Intermediate Course	1700	TN		
3	1.5" S9.5B Surface course	1700	TN		
4	Double Surface Treatment	58000	SY		
5	Crack Seal	35000	SY		
6	Remove & Replace Curb & Gutter	500	LF		
7	Full Depth Reclamation	715	SY		
8	Reconstruction	2325	SY		
9	6" Deep Patch	315	SY		
10	Maintenance of Traffic	6	LM		
11	Striping	1	LS		
12	Removal of Unsuitable Material	20	CY		
13	Backfill for Unsuitable Material	20	CY		
14	Erosion and Sediment Control	1	LS		
15	Mobilization	1	LS		
16	Contingency (20%)	1	LS		
<b>SUB-TOTAL</b>					
<b>TOWN OF STALLINGS PARK PARKING LOT</b>					
	2" Mill	3600	SY		
	2" Overlay	405	TN		
	Striping	1	LS		
	Contingency (5%)	1	LS		
<b>SUB-TOTAL</b>					
<b>TOTAL BID AMOUNT</b>					

N.C. License No.- \_\_\_\_\_

Telephone No: \_\_\_\_\_

Fax No: \_\_\_\_\_

E-mail: \_\_\_\_\_

SEAL: (If Bid by Corporation)

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

Company: \_\_\_\_\_

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 \_\_\_\_\_

# STATE/COUNTY SALES & USE TAX STATEMENT

**PROJECT:** \_\_\_\_\_

**CONTRACTOR/SUBCONTRACTOR:** \_\_\_\_\_

**PERIOD COVERED:** \_\_\_\_\_

Invoice No.	Invoice Date	Vendor's Name	Amount Before Taxes	4.5% NC Tax	3% County Tax	Total Invoice Amount	County Paid

Instruction estimate and the property upon which such taxes were paid were, or will be, used in the performance of this Contract. The list above does not include any taxes paid on purchase of tangible personal property that does not annex, to, affix to, or in some manner become a part of the project, building, structure or repairs.

Signed: \_\_\_\_\_

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

# Exhibit A

ITEM NO.	STREET NAME	FROM	TO	SUBDIVISION	LENGTH (FT)	WIDTH (FT)	AREA (SY)	MAINTENANCE ACTIVITY 1	MAINTENANCE ACTIVITY 2
1	WICKIE LN	Mathews Indian Trail Rd.	Greenbrier Dr.	Brookfield	1277	20	2,837.8	3" Mill and Overlay	Replace Speedbump
2	VICKIE LN AND GREENBRIAR DRIVE (INT)	PC	PC	Brookfield	NA	NA	64.8	3" Mill and Overlay	
3	CASTLEMAINE DR	Colchester Ln.	Derbyshire Ln	Buckingham	469	30	1,563.3	Reconstruction	
4	SARANDON DR	Feather Oak Ln	Hammond Dr	Callonwood	472	27	1,416.0	3" Mill and Overlay	
5	SARANDON DR	Clairborne Ct	Clairborne Ct	Callonwood	279	27	837.0	6" Patch (11.5 sy)	Crack Seal and Double Surface Treatment
6	TABARD LN	Stonedown Ln	Drummond Ln	Callonwood	382	27	1,146.0	Double Surface Treatment	
7	BUNGALOW DRIVE	Cedar Point Ave	Ivy Brook Pl	Chestnut Oaks	295	22	721.1	Crack Seal and Double Surface Treatment	
8	HAWTHORNE DR	Pecan Dr	Aspen Ln	Country Woods East	165	20	366.7	3" Mill and Overlay	
9	REDWOOD DR	Beech Ct	Cyprus Ct	Country Woods East	924	20	2,053.3	3" Mill and Overlay	
10	REDWOOD DR	Lawyers Rd.	Beech Ct	Country Woods East	316	20	702.2	3" Mill and Overlay	
11	HAWTHORNE DR	Pecan Dr	Aspen Ln	Country Woods East	258	20	573.3	Crack Seal and Double Surface Treatment	
12	HAWTHORNE DR	Juniper Ct	Birch Ct	Country Woods East	870	20	1,933.3	Double Surface Treatment	
13	REDWOOD DR	Cypus Ct	Hemlock Dr	Country Woods East	1958	20	4,351.1	Double Surface Treatment	
14	WANDA DR AND CURRY WAY (INT)	PC	PC	Curry Place	NA	NA	64.8	3" Mill and Overlay	
15	CURRY WAY	Wanda Dr	Jody Dr	Curry Place	356	22	870.2	Crack Seal and Double Surface Treatment	
16	CURRY WAY	Horizon Ct	Wanda Dr	Curry Place	462	22	1,129.3	Double Surface Treatment	
17	ANNE ST	E John St	Campus Ridge Rd	Eastwood Forest	752	18	1,504.0	Double Surface Treatment	
18	AURORA BLVD	Woodstar Rd	Pleasant Plains Rd	Eastwood Forest	1136	20	2,524.4	Double Surface Treatment	
19	ALBATROSS LN	Chip Shot Dr	Chip Shot Dr	Emerald Lake	430	18	860.0	3" Mill and Overlay	
20	EMERALD LAKE DR	Bogey Ct	Caddy Ct	Emerald Lake	346	32	1,230.2	3" Mill and Overlay	
21	EMERALD LAKE DR	Flagstick Dr	Lawyers Rd	Emerald Lake	226	20	502.2	3" Mill and Overlay	
22	FLAGSTICK DR	Albatross Ln	Dogleg Ct	Emerald Lake	776	30	2,586.7	3" Mill and Overlay	
23	WEDGE CT AND FLAGSTICK DR (INT)	Wedge Ct	Wedge Ct	Emerald Lake	NA	NA	61.1	3" Mill and Overlay	
24	CHIP SHOT DR	Albatross Ln	Cul-de-sac	Emerald Lake	433	18	866.0	6" Patch (17.8 sy)	Crack Seal and Double Surface Treatment
25	FLAGSTICK DR	Wedge Ct	Divit Ct	Emerald Lake	270	30	900.0	6" Patch (41.5 sy)	Crack Seal and Double Surface Treatment
26	FLAGSTICK DR	2116 Flagstick Dr	2122 Flagstick Dr	Emerald Lake	150	12	200.0	6" Patch (66.7 sy)	
27	DIVIT CT	Flagstick Dr	Cul-de-sac	Emerald Lake	145	18	290.0	Crack Seal and Double Surface Treatment	
28	FLAGSTICK DR	Four Wood Dr	Golf View Ct	Emerald Lake	613	30	2,043.3	Double Surface Treatment	Replace Speedbump
29	EMERALD LAKE DR	Flagstick Dr	Caddy Ct	Emerald Lake	208	30	693.3	Reconstruction	
30	OLD FARM CT	Stoney Ridge Rd	Cul-de-sac	Fairfield Plantation	115	24	306.7	3" Mill and Overlay	
31	EDGEFIELD CT	Fairfield Dr	Woodland Ct	Fairfield Plantation	402	22	982.7	6" Patch (3.7 sy)	Crack Seal and Double Surface Treatment
32	GREENWAY DR	Stoney Ridge Rd	Steven Mill Rd	Fairfield Plantation	330	30	1,100.0	6" Patches (55.6 sy, 44.4 sy, 1 sy)	Crack Seal and Double Surface Treatment
33	LAKE DR	Fairfield Dr	Fieldstone Dr	Fairfield Plantation	664	24	1,770.7	Crack Seal and Double Surface Treatment	
34	LAKE DR	Fairfield Dr	Lawing Ct	Fairfield Plantation	384	24	1,024.0	Crack Seal and Double Surface Treatment	
35	LAKE DR	Stoney Ridge Rd	Lawing Ct	Fairfield Plantation	304	24	810.7	Crack Seal and Double Surface Treatment	
36	BROOKGREEN TERRACE AND BROWNSTONE CT (INT)	PC	PC	Fairfield Plantation	NA	NA	64.8	Reconstruction	
37	WHITE OAK LN AND CEDARWOOD LN (INT)	PC	PC	Forest Park	NA	NA	64.8	3" Mill and Overlay	
38	WHITE OAK LN	Tamarack Dr	Cupped Oak Dr	Forest Park	709	20	1,575.6	6" Patch (55.6 sy)	Crack Seal and Double Surface Treatment
39	WHITE OAK LN	Forest Park Rd	Meadowbrook Dr	Forest Park	452	18	904.0	6" Patch (7.4 sy)	Crack Seal and Double Surface Treatment
40	WHITE OAK LN	Cedarwood Ln	Meadowbrook Dr	Forest Park	602	19	1,270.9	Crack Seal and Double Surface Treatment	
41	WHITE OAK LN	Tamarack Dr	Cedarwood Ln	Forest Park	337	19	711.4	Full Depth Reclamation	
42	HUNLEY RIDGE RD	Mill House Ln	Mill House Ln	Hunley Creek	1715	24	4,573.3	Crack Seal and Double Surface Treatment	
43	HUNLEY RIDGE RD	Hunley Creek Dr	Mill House Ln	Hunley Creek	668	24	1,781.3	Crack Seal and Double Surface Treatment	
44	CAROLYN LN	Scarlet Drive	Cul-de-sac	Independence Village	421	18	842.0	Crack Seal and Double Surface Treatment	
45	SCARLET ST	Carolyn Ln	Stallingswood Rd	Independence Village	955	18	1,910.0	Crack Seal and Double Surface Treatment	
46	SCARLET ST	Stallings Rd.	Carolyn Ln	Independence Village	427	18	854.0	Crack Seal and Double Surface Treatment	
47	STALLINGSWOOD RD	Stallings Rd.	Scarlet	Independence Village	1142	18	2,284.0	Crack Seal and Double Surface Treatment	
48	STALLINGSWOOD RD	Scarlet	End	Independence Village	296	18	592.0	Crack Seal and Double Surface Treatment	
49	KERRY GREENS DR	Coatesdale Ln	Suttle Pl	Kerry Green	458	24	1,221.3	Double Surface Treatment	
50	WYNTREE CT	Kerry Greens Dr.	Suttle Pl	Kerry Green	1534	22	3,749.8	Double Surface Treatment	
51	LAKEWOOD DR	Sweetbriar Dr	Pleasant Plains Rd	Lakewood Knolls	947	18	1,894.0	Crack Seal and Double Surface Treatment	
52	SWEETBRIAR DR	Old Monroe Rd	Drexel Dr	Lakewood Knolls	412	18	824.0	Crack Seal and Double Surface Treatment	
53	STALLINGS PARK PARKING LOT	NA	NA	NA	NA	NA	3,600.0	3" Mill and Overlay	
54	SHANNAMARA DR	Abergele Ln.	Strabane Dr.	Shannamara	575	24	1,533.3	3" Mill and Overlay	
55	BLARNEY COURT	948 Blarney Ct.	948 Blarney Ct.	Shannamara	NA	NA	5.0	6" Patch (5.0 sy)	
56	INNISHMOOR CY	Tenby Ln	Cul-de-sac	Shannamara	219	20	486.7	Crack Seal and Double Surface Treatment	
57	TULLAMORE CT	Clonmel Dr	Cul-de-sac	Shannamara	168	18	336.0	Crack Seal and Double Surface Treatment	
58	CAERNARFON LN	Killkeny Ct	Shannamara Dr	Shannamara	1169	24	3,117.3	Double Surface Treatment	
59	FLOWE DR AND DRYE RD (INT)	PC	PC	Stallings Park	NA	NA	64.8	3" Mill and Overlay	
60	FLOWE DR	Smith Cir	Drye Rd	Stallings Park	429	18	858.0	Crack Seal and Double Surface Treatment	
61	MILLWRIGHT LN	Lawyers Rd.	Millbrook Ln	Stevens Mill	499	32	1,774.2	6" Patch (5.0 sy)	Crack Seal and Double Surface Treatment
62	SHADY GROVE LN	Willowbrook Dr	Shadow Lake Ln	Willowbrook	284	24	757.3	3" Mill and Overlay	
63	WILLOWBROOK DR	Bent Oak Dr	Stevens Mill Rd	Willowbrook	237	24	632.0	3" Mill and Overlay	
64	WILLOWBROOK DR	Bent Oak Dr	White Locust Ct	Willowbrook	447	24	1,192.0	Crack Seal and Double Surface Treatment	