

MAYOR
Michael L. Alvarez

MAYOR PRO TEM
David Cohn



TOWN COUNCIL
Gordon B. Daniels
David W. Drehs
Christopher M. King
Gary M. Savoie

**Indian Trail Town Council
Special Meeting
July 22, 2014
Civic Building
6:00 p.m.**

1. CALL MEETING TO ORDER AND PLEDGE OF ALLEGIANCE

2. CONSENT AGENDA

- a. [Approval of June 24, 2014 draft minutes](#)
- b. [Approval of July 8, 2014 draft minutes](#)
- c. [Approval of LGC 203 Review](#)
- d. [ReApproval of Park & Recreation vehicle](#)
- e. [Approval of Crooked Creek Park Capital Improvement Ordinance](#)

3. BUSINESS ITEMS

- a. [Approval of 2014 Asphalt Contract](#)
- b. [Approval of 2014 Stormwater Maintenance Contract](#)

4. INTERVIEW #1 - ARCHITECTURAL SERVICES

5. INTERVIEW #2 – ARCHITECTURAL SERVICES

6. INTERVIEW #3 – ARCHITECTURAL SERVICES

7. ABC BOARD APPOINTMENTS

- | | | |
|------------|------------------|----------------|
| a. Brown | INTERVIEW | 7:40 PM |
| b. Klinger | INTERVIEW | 7:50 PM |
| c. Aponte | INTERVIEW | 8:00 PM |

8. PLANNING BOARD APPOINTMENTS

- | | |
|-----------|-----------------------|
| a. Long | CURRENT MEMBER |
| b. Mimy | CURRENT MEMBER |
| c. Aponte | INTERVIEWED |

d. Killman	INTERVIEW	8:10 PM
e. Morrison	INTERVIEW	8:20 PM
f. Rogers	INTERVIEW	8:30 PM
g. Ally	INTERVIEW	8:40 PM

9. BOARD OF ADJUSTMENT APPOINTMENTS

a. Howe	CURRENT MEMBER	
b. Rogers	CURRENT MEMBER	
c. Ally	INTERVIEWED	
d. O'Connor	INTERVIEW	8:50 PM

10. APPOINTMENT OF ECONOMIC DEVELOPMENT ADVISORY COMMITTEE

a. Wetherington	NEW APPLICANT
b. King	NEW APPLICANT
c. Helms	NEW APPLICANT
d. Barnes	NEW APPLICANT
e. Chitwood	NEW APPLICANT
f. Melton	NEW APPLICANT
g. TenHaaf	NEW APPLICANT
h. Mulhall	NEW APPLICANT

11. APPOINTMENT OF PARC COMMITTEE MEMBERS

a. Morales	CURRENT MEMBER
b. Aponte	NEW APPLICANT
c. Ally	NEW APPLICANT

12. APPOINTMENT OF PUBLIC SAFETY COMMITTEE MEMBERS

a. Spurr	CURRENT MEMBER
b. Krohn	CURRENT MEMBER
c. Deans	NEW APPLICANT
d. Faulkenberry	NEW APPLICANT
e. Ally	NEW APPLICANT

13. APPOINTMENT OF STORMWATER COMMITTEE MEMBERS

a. Ally	NEW APPLICANT
b. Klinger	NEW APPLICANT

14. CLOSED SESSION

15. ADJOURN

AS A COURTESY, PLEASE TURN CELL PHONES OFF WHILE MEETING IS IN PROGRESS

The Town of Indian Trail is committed to providing all citizens with the opportunity to participate fully in the public meeting process. Any person with a disability who needs an auxiliary aid or service in order to participate in this meeting may contact the Town Clerk at least 48 hours prior to the meeting. The e-mail address is townclerk@admin.indiantrail.org; the phone number is 704-821-5401



Town of Indian Trail
Minutes of Town Council
June 24, 2014
Civic Building
06:30 P.M.

The following members of the governing body were present:

Mayor: Michael L. Alvarez

Council Members: David Cohn, Gordon B. Daniels, David W. Drehs, Christopher King, and Gary M. Savoie.

Staff Members: Town Manager Joe Fivas, Town Clerk Peggy Piontek, Town Attorney Keith Merritt, Director of Engineering and Public Works Scott Kaufhold , Finance Director Marsha Sutton, Planning Director Shelley DeHart, Director of Community & Economic Development Kelly Barnhardt, Assistant Director of Parks & Recreation Jason Tryon , and Communications Coordinator Lindsey Edmonds.

CALL MEETING TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Alvarez called the meeting to order and Council Member Cohn led in the Pledge of Allegiance.

ADDITIONS AND DELETIONS

None

MOTION TO APPROVE AGENDA

Gary M. Savoie made a motion to approve the agenda.
Council voted unanimously in favor of the motion.

PRESENTATIONS

None

PUBLIC COMMENTS

Mayor Alvarez read an email he received for public comments. **(COPY OF THE EMAIL CAN BE FOUND IN THE CLERK'S OFFICE IN THE OFFICIAL PACKET).**

Cathi Higgins, 3004 Clover Hill Road, Indian Trail, NC referred to the apartments already approved by Council and stated that the many residents requested Council to disapprove the Plyler Road apartments she requested that Council Members who voted to approve reconsider their votes. Ms. Higgins requested that those Council Members who received campaign donations to recuse themselves and provided the donations given.

Shirley Howe, 6205 Clearwater Drive, Indian Trail, NC addressed the rezoning and the last meeting when this matter was brought before Council. Ms. Howe stated that many people came forward to oppose this project and were ignored.

Jan Barley, 1919 Windmere Drive, Indian Trail, NC spoke regarding the proposed apartment complex, stating that it will not provide new jobs, will increase traffic and crowding in schools.

Art Spurr, 4100 Woodcreek Court, Indian Trail, NC recommends the Council Members that received donations from the developer of the Plyler Road apartment's recuse themselves. He stated that we need the roads before the project, schools are overcrowded, more law enforcement and fire protection needed, water and sewage strains. He suggested making it commercial to bring in jobs and revenue.

Michael Faulkenberry, 519 Picketts Circle, Indian Trail, NC commented on the Planning Board field trip to Berkshire and Ballantyne and inquired if those communities had a train run through the middle of them. He inquired where the tax revenue is from the Theatre. Mr. Faulkenberry inquired where the additional \$2,900,000 for parks is coming from. He addressed the design of Old Monroe Road stating people should have input not just Council.

Dan Jenka, 1009 Cranston Crossings Place, Indian Trail, NC stated his property is adjacent to the proposed apartments, he signed the petition and feels the traffic impact analysis is useless. He requested Council reconsider and listen to the people speaking tonight.

John Killman, Silver Glen Lane, Indian Trail, NC advised he lives across the street from the project, stated he emailed Council with 51 local neighbor's signature on the petition. He requested Council help him understand with such a large opposition why this is a good idea.

Sandy Simpson, 1835 Hammond Drive, Stallings, NC stated that although she's not a resident of Indian Trail, requested Council be a good neighbor. Stallings has stopped approving new projects because of the school overcrowding; you are becoming part of the problem. She addressed some of the redistricting statistics and issues.

Lars Knapp, 655 Powder Horn, Indian Trail, NC stated that the people who will rent these apartments are doing so because of the schools and as a result of the influx of these new students how will that address the overcrowding issues. He provided statistics of current school attendees.

Jerry Morse, 271 Unionville Indian Trail Road, Indian Trail, NC read an email he sent to Council pertaining to his opposition to the apartment complex because of infrastructure, redistricting and public services. He thanked Council Members Drehs and Cohn for voting no and feels that Council Member Daniels and Savoie have a conflict of interest and read an explanation of what conflict of interest is.

Samantha Towns, 104 Pine Lake Drive, Indian Trail, NC advised that the 2013 election in Indian Trail brought a difference to the Town and stated they were elected to represent the citizens and their arrogance is appalling and now they are ignoring the citizen's opposition to this project.

Glen Hall, 4000 Cloudview Lane, Indian Trail, NC has been a resident of 6 years and stated that all of the problems discussed this evening will not go away if we don't build the apartments. He feels it will attract young professionals if you provide upscale apartments in this area. He requests that the builders hold up to the promises they make to provide a positive environment.

Laurel Carlton, 6025 Indian Brook, Indian Trail, NC stated that this is a low density development problem, common sense tells you that you need new development in a town. Children need good schools and positive environment and feels a benefit will come as a result of this apartment complex.

CONSENT AGENDA

- A) Approval of purchase of public works vehicle **(COPY ATTACHED HERETO AND MADE A PART OF THE RECORD)**
- B) Approval of purchase of public works equipment **(COPY ATTACHED HERETO AND MADE A PART OF THE RECORD)**
- C) Approval of Subordination Agreement **(COPY ATTACHED HERETO AND MADE A PART OF THE RECORD)**
- D) Approval of Certificate of Corporate Resolution for Letter of Credit **(COPY ATTACHED HERETO AND MADE A PART OF THE RECORD)**

Keith explains change in subordination agreement

Christopher King made a motion to approve the Consent Agenda.
Council voted unanimously in favor of the motion.

APPOINTMENTS

Mr. Fivas explained the process, advising there are 3 positions available and 3 people applying for the Transportation Committee and one for the Alliance of South Charlotte Communities.

David Cohn made a motion to approve the appointment of Jocelyn Sams, Jorge Aponte, and Shamir Ally to the Transportation Advisory Committee and Darlene Luther to the Alliance of South Charlotte Communities. Council voted unanimously in favor of the motion.

PUBLIC HEARINGS

None

BUSINESS ITEMS

- a) Council consideration of approval of second reading of CZ2013-009 Plyler Road Community

Gary M. Savoie made a motion to approve the second reading of Ordinance approving CZ2013-009.

Mr. Cohn stated he has listened to public comments for the last few meetings and that his heart breaks for the people who live here and adjacent to the project. We have already approved 1000 apartments before this project and you will have to deal with the traffic and he apologized for that. What this Council is telling you is that it doesn't matter what you want it matters what the Developer wants.

Mr. Daniels stated tonight is not about, in his opinion this project, it's about infrastructure but how are we going to pay for it. It is paid for by tax revenue and we're trying to increase our tax base with these projects. His reasons why the project is good are because it will add value and tax base. He believes the comments on donations to his campaign are uncalled for.

Mayor Alvarez stated that the people have spoken and it's your job to represent these people. It doesn't matter what you want or what you think is better it's your obligation to hear them.

Motion Passed 3 - 2 with David Cohn and David W. Drehs opposing. **(COPY ATTACHED HERETO AND MADE A PART OF THE RECORD)**

- B) Council consideration of approval of creation of Economic Development Advisory Committee (EDAC) Bylaws

Mr. Fivas explained the goal and role of this committee.

David W. Drehs made a motion to approve the Economic Development Advisory Committee (EDAC) Bylaws **(COPY ATTACHED HERETO AND MADE A PART OF THE RECORD)**

Council voted unanimously in favor of the motion.

C) Council consideration of amendment to the Indian Trail Appointment Policy

Mr. Fivas explained that the amendment states that if an alternate has been seated for at least 12 months and if the Board or Committee recommends that alternate be promoted to a full position, the Council *shall* make this appointment.

Gary M. Savoie made a motion to approve the amendment to the Indian Trail Appointment Policy. **(COPY ATTACHED HERETO AND MADE A PART OF THE RECORD)**

Council voted unanimously in favor of the motion.

DISCUSSION ITEMS

A) Discussion on Five- Year Transportation Plan & Public Process

Mr. Fivas stated that we would like to run this by the Transportation Committee for recommendation before we present it to the public, we have modified the process and wanted to change to get public opinion in July and August, ensuring Council is aware of the time changes. This is important so we can prioritize what, how and when things need to be done. Several comments he has recently received pertains to the Chestnut Parkway, Council has asked staff to pursue Phase II which is the completion from Old Monroe Road to Gribble Road. Mr. Fivas advised this will take a few months to initiate and asked if Council would prefer this be completed or have staff do some preliminary work on getting some of the Chestnut Parkway discussions started with some of the next steps. He assured Council no funds would be expended without their approval. He summarized the questions: 1) the plan/process do you want us to look deeper into the Chestnut Parkway

Mr. Drehs stated he lives 1/2 mile off Chestnut Parkway and feels there's nothing more important to this side of town and would like to encourage staff to do whatever they can to move that process along.

Mr. King agreed - it's critical to all traffic issues on Indian Trail Road to move forward.

By consensus Council agreed.

David W. Drehs made a motion to approve directing the staff to take whatever actions necessary to expedite the Chestnut Parkway and expedite getting as much public comment on the Transportation Plan and implement as quickly as possible.

Council voted unanimously in favor of the motion.

B) Discussion on Old Monroe Road Intersection Designs

Mr. Savoie requested to push this to set up a time with Town Engineers and Town Officials to make sure we have a good understanding of what this means with the intersections on Old Monroe Road that was presented by NCDOT. By consensus Council agreed.

Mr. Fivas clarified - Council wants another meeting with professionals sitting down around table looking at screens and figure out what's best. Do you want input from the community on this?

Mr. King feels it's imperative to have professionals explain this to him and to have the public let us know what they are thinking as these super streets concern him.

C) Discussion on Law Enforcement Assessment

Mr. Cohn advised that he collected references on two companies to determine which one to hire for our study. Both received great references, the last referral he received was for Berkshire. Council discussed this topic amongst them.

Christopher King made a motion to approve PERF as the consultant for this analysis. Motion Passed 4 - 1 with David Cohn opposing.

Mr. Fivas explained the next steps are to put together an agreement to be brought back to Council to drill down on the particulars.

MANAGERS REPORT

Mr. Fivas reminded everyone about the Independence Day Parade, advising if you're interested in having a float in the parade contact our staff. He inquired if there is some interest in having a Town Council entry in the parade, he will contact you tomorrow.

At the last meeting the Council requested we look at the RFQ for architects, that is out and proceeding as requested.

He passed out copies pertaining to disabled accessibility in parks, stating our staff has reached out and had some conversations to ensure that we can handle as many as their needs as possible.

COUNCIL COMMENTS

Mayor Alvarez thanked everyone for coming out and apologized for them not being listened to. Let's hope and pray that all goes well. He reminded everyone about the parade, let's remember its purpose and don't forget to thank those that served.

Mr. Savoie had no comments.

Mr. Daniels thanked everyone coming out this evening, wished a safe journey going home and to have a great Fourth of July.

Mr. King advised he will be going on vacation the week of July 7th and will not be at the meeting on July 8th if there's something that needs to be addressed perhaps we can have a special meeting.

Mr. Cohn had no comments.

Mr. Drehs passed out a publication about handicapped accessible playgrounds. He is going to pursue this; he will try to not use bond or park money. He feels we have a spot in our new park to put this thing. He contacted miracle fields, and will get together with people to assist in creating it.

CLOSED SESSION

None

ADJOURN

Gordon B. Daniels made a motion to adjourn
Council voted unanimously in favor of the motion.

APPROVED:

Michael L. Alvarez, Mayor

Attest: _____
Peggy Piontek, Town Clerk



Town of Indian Trail
Minutes of Town Council
July 8, 2014
Civic Building
06:30 P.M.

The following members of the governing body were present:

Mayor Pro Tem: David Cohn

Council Members: Gordon B. Daniels, David W. Drehs, and Gary M. Savoie.

Absent Members: Mayor Michael L. Alvarez and Council Member Christopher King

Staff Members: Town Manager Joe Fivas, Town Clerk Peggy Piontek, Town Attorney Keith Merritt, Director of Engineering and Public Works Scott Kaufhold, Planning Director Shelley DeHart, Director of Community & Economic Development Kelly Barnhardt, Assistant Director of Parks & Recreation Jason Tryon and Communications Coordinator Lindsey Edmonds.

CALL MEETING TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Pro Tem Cohn called the meeting to order, led in the Pledge of Allegiance and announced that Mayor Alvarez and Council Member King are absent.

ADDITIONS AND DELETIONS

None

MOTION TO APPROVE AGENDA

David W. Drehs made a motion to approve the Agenda.

Council voted unanimously in favor of the motion.

PRESENTATIONS

- a. Certificate of Appreciation for Mayor's Tree Initiative Project

Mayor Pro Tem Cohn read and presented the certificates to the recipients.

PUBLIC COMMENTS

Carol Yard a representative from Community Open Arms Outreach explained her organization and requested financial assistance from the Town and invited the Council to their fund raiser.

Michael Faulkenberry, 519 Picketts Circle, Indian Trail, NC provided the history of the Sun Valley Commons Shopping Center referring to the wall and burm.

LAW ENFORCEMENT UPDATE

Lieutenant Coble updated Council on the activities of the Town, advising that break-ins are increasing on the North side of town and they have now installed bicycle patrols and unmarked vehicles to prevent this. He informed Council of the successful activity of the Deputies in catching crimes in action and those responsible for them as a result of residents calling in suspicious activity in their neighborhood. He provided the statistics of crimes and traffic violations.

CONSENT AGENDA

- a. Approval of June 10, 2014 draft minutes
- b. Approval of June 17, 2014 Special Meeting draft minutes
- c. Approval of Special Meeting for July 22, 2014 at 6:00 pm
Approval of 2013-2014 Powell Bill Map (**COPY OF STREETS AND CERTIFIED STATEMENT ATTACHED HERETO AND MADE**
- d. **APART OF THE MINUTES. MAP CAN BE FOUND IN ENGINEERS OFFICE)**
- e. Approval of Budget Amendments (**COPY ATTACHED HERETO AND MADE APART OF THE MINUTES)**
- f. Approval of Parks & Recreation vehicle (**COPY ATTACHED HERETO AND MADE APART OF THE MINUTES)**
- g. Approval of refund of tax payment over \$500

David W. Drehs made a motion to approve the Consent Agenda.

Council voted unanimously in favor of the motion.

PUBLIC HEARINGS

a. Annexation 141- Valley Parkway

Ms. DeHart presented the subject property is an undisturbed property located on the east side of Valley Parkway across from 1901 Valley Parkway, and is approximately 8.61 acres in size. The subject property is currently zoned Light Industrial by Union County. This annexation petition is being processed a conditional light industrial zoning classification. The recording of this annexation, if approved, is contingent upon the approval of the associated Conditional Zoning petition which will be heard by Council immediately following this request.

The following consistency findings, pursuant to NCGS § 160A-31(d) regarding voluntary annexations in North Carolina, must be made for the annexation to be valid:

The Town Council of Indian Trail finds that, pursuant to the requirements of NCGS § 160A-31(d), that the proposed Annexation Ordinance #141 petition offered by the applicants does in fact meet all requirements for a proper voluntary annexation under North Carolina law and is found to be valid in form and manner.

Mayor Pro Tem Cohn opened the public comments portion of the hearing.

John Ross, Eagle Engineering deferred his comments until the next matter.

Mayor Pro Tem Cohn closed public comments.

David W. Drehs made a motion The Town Council of Indian Trail finds that, pursuant to the requirements of NCGS § 160A-31(d), that the proposed Annexation Ordinance #141 petition offered by the applicants does in fact meet all requirements for a proper voluntary annexation under North Carolina law and is found to be valid in form and manner

Council voted unanimously in favor of the motion.

David W. Drehs made a motion to approve extending the corporate limits of the Town of Indian Trail to include Annexation Ordinance #141 establishing the effective date of the annexation as July 8, 2014 at 11:59 p.m.

Council voted unanimously in favor of the motion. **(COPY ATTACHED HERETO AND MADE A PART OF THE MINUTES)**

b. CZ2014-001 Waste Pro Zoning

Ms. DeHart presented this is a request to establish a Conditional Light Industrial zoning district to support development of a solid waste contractor's office. The 8.6 acre subject property is undeveloped and located on Valley Parkway across from 1901 Valley Parkway. The proposed development features a 14,600 square foot building composed of approximately 8,400 sq. feet of office space (2-stories) and four vehicle bays. The subject property is currently within the unincorporated area of Union County. The property owners, Arnold and Myra Norwood, are processing a voluntarily annexation petition concurrent with the project.

This request was heard by the Indian Trail Planning Board on June 17, 2014. The Board discussed the general site layout, building material, access road, and a nearby storm water issue. Based on the discussion and deliberations, the Planning Board voted to transmit a recommendation to approve as conditioned to the Town Council and made the following required findings: The project as conditioned is consistent with the goals of the Comprehensive Plan are satisfied as follows:

- *Goal – Land Use and Housing* - The proposed conditional district provides for an appropriate light industrial land use at an appropriate location in compliance with the Rogers Village Plan thus avoiding land use conflicts.
- *Goal- Mobility and Transportation* – The proposed conditional district includes the construction of curb, gutter, and sidewalk enhancing multi-modal mobility in the area and construction of roadway improvements (turn-lane and storage) in compliance with NCDOT.
- *Goal- Economic Development*-The proposed conditional district will expand light industrial land use within the town supporting a more balanced tax base and employment opportunities.
- *Goal- Infrastructure*-The proposed conditional district will expand utilities in the area, and will evaluate stormwater needs to avoid potential impacts with adjacent properties.

The Board also found this request for the conditional zoning district is a reasonable request and is in the public interest because it promotes the goals of the adopted Comprehensive Plan in the areas of land use, mobility and transportation, economic development, and infrastructure.

Mayor Pro Tem Cohn opened the public comments portion of the hearing.

John Ross, President of Eagle Engineering presented some background on Waste Pro and advised their contract with the town requires them to create a facility that is consistent with land use plan. He reviewed the information that Ms. DeHart presented and ensured that it will not be a storage facility. The proposed development will be positive for the Town and thanked Council for their consideration.

Mayor Pro Tem Cohn closed the public comments portion of the hearing.

Gary M. Savoie made a motion to approve make the findings as read into the record and found in attach 2b

Council voted unanimously in favor of the motion.

Gary M. Savoie made a motion to approve CZ2014-001 as conditioned A

Council voted unanimously in favor of the motion. **(COPY ATTACHED HERETO AND MADE A PART OF THE MINUTES)**

Proposed Traffic Calming in the Beacon Hills Subdivision
c. d. Proposed Traffic Calming in the Brookhaven Subdivision
These matters were presented together

Mr. Fivas provided some background and history of the Traffic Calming process.

Mr. Kaufhold advised this policy is to achieve speeds that are reasonable for a neighborhood setting and then explained the process: To receive request for traffic calming measure, collect

existing traffic data (speed & volume), install temporary speed tables, collect post-install data, recommend traffic calming plan and receive public input.

The results of the data collected from Beacon Hills are: Before temporary speed tables were installed traffic was 34 mph, after installation of speed tables traffic was 25 mph; before volume was 285 vpd, after 237 vpd. Mr. Kaufhold explained that the temporary devices (5) proved very effective. Council asked several questions on this subject.

Mr. Kaufhold presented the results from the traffic study for Brookhaven Sub Division: before installation 32 mph, after 23 mph; before 570 vpd after 544 vpd the proposed features will be 2 speed tables. Council asked several questions on this subject.

Mayor Pro Tem Cohn opened the Public Comments Portion of the Beacon Hills Public Hearing

Shirley Howe, 6205 Clearwater Dr., Indian Trail, NC stated she is the spokesperson for Beacon Hills and explained the requirements for HOA subdivisions advising she conducted the petition, advising that the residents overwhelmingly approved the calming device. Clearwater drive is 30' wide, foot traffic has increased after opening of shopping center and traffic increase continues from neighboring subdivision. She requested that Council consider that the residents deal with speeders, requesting approval.

Martha Summerville, 8016 Redlantern Road, stated that her street is used as a cut through speedway, she can't let kids or grandkids play in the front yard. She endorses the speed tables but not the traffic circle; she would like consideration for Red Lantern as well.

Vance Breese, 6216 Clearwater Dr., Indian Trail, NC lives on corner of Clearwater and Beacon Hills and agrees with the speed bumps. He does not agree with the roundabout, feels it will not do any good unless coming from the opposite direction.

Doug Lipsome, 6311 Clearwater Dr., Indian Trail, NC is opposed to the plan as he feels it's too much. He does not agree with the traffic circle. One table is in front of his house, He feels it's overkill as every 400 feet he will have to slow down to 5 miles an hour to go to the grocery store. He believes there are better ways to do this, feels traffic enforcement measures should be taken and enforced, and he provided some additional ideas. He repeated he's opposed to the plan as presented.

Mayor Pro Tem Cohn closed the Public Comments Portion of the Beacon Hills Public Hearing

Council had a discussion on the necessity of the traffic circle and traffic enforcement.

David W. Drehs made a motion to approve the proposed Traffic Calming in the Beacon Hills Subdivision eliminating the traffic circle and putting 4 speed tables.

Council voted unanimously in favor of the motion.

Mayor Pro Tem Cohn opened the Public Comments portion of the Brookhaven Subdivision Public Hearing

John Snyder stated that the neighbors voted down the speed tables, expressing his surprise it's being presented this evening. The traffic circle is proposed in a very tight intersection, creating difficult circumstances for drivers and buses. He requested that Council get

questionnaire out to residents, have it validated and then consider it. He stated there has been an increase of traffic patrols in the neighborhood but not seeing many citations being issued and requested that be considered as well. He believes there is not enough information for Council to vote on this as the residents have voted it down.

Carlo Cubini requested that the vote be postponed, as he thought the issue was put to bed. He has seen no statistics on accidents, speed originally 35 mph, and then reduced to 25 mph, no notice given. He still has not seen any statistics on the lowering of speed limit. He requested to see the studies on vehicle to vehicle, vehicle to pedestrian. If the circle and street are the right size they are helpful, but if not the right size accidents increase. The corner is not big enough for the circle and accommodate the moving trucks, as well as fire trucks. Couple of years ago temporary speed tables were installed, they had an emergency in their home and the emergency vehicles were slowed down delaying precious time for rescue. He believes that people will speed up between speed tables to make up for slowing down and lost time. He would request Council postpone this vote and do another study.

Mr. Fivas clarified that when all the votes and installment of speed tables was done when it was a state owned street, there were 15-20 tables installed and that makes it a much different plan than we are presenting this evening. The HOA requested we come in and do the study; our process did not have a vote.

Ron Biscofio, 406 Camrose Crossing, advised that Camrose is a downhill slope, he is in favor of the speed tables. He advised the vote in 2011 results are posted on the Brookhaven website. At the time there were 490 homes, 340 yes 74%. He thanked staff for their professionalism and courtesy when conducting the public meetings. On his street they have a speeding problem, it's an active neighborhood and they have a speeding problem. The method of resolution is what is on the table; he's in favor of what's proposed. Speeding has occurred every day since the 2011 vote. He feels it's the residents who are doing the speeding.

Bruce Rich, 1013 Annsdale Dr. Indian Trail, stated he has been actively engaged in safety speeding issues. It is discussed at every HOA meeting. He advised that the information has been provided to the residents at the HOA meeting, they conducted their own study and the town has conducted their own study. When they took the vote they enlisted the input of emergency services and received no objections. As a member of the safety committee for 10 years he appreciates the willingness of the town to hear their concerns and provide resolutions. This addresses 20% of the speeding in their neighborhood. He supports the speed tables but not the traffic circle.

Mr. Daniels read an email from Bill Fchaphorst and Girard LaQueve, which stated that they had concerns about the speed bumps.

Douglas Haig 4042 Camrose Lane stated he is in favor of the speed tables and traffic circle. He has reviewed the data and feels the traffic calming device has proven effective. Although they lost the vote, the simple majority supported the proposal. He would support with or without the traffic circle. In general he supports the project and encouraged staff to move as quickly as possible.

Gene Snyder, 4010 Camrose Crossing, stated she has been to most of the presentations and is taken by surprise by the traffic circle. She feels it should be postponed and get accurate data and consisted of 18 speed tables throughout the neighborhood.

Edgar Seeley, 1121 Dellacourt Lane, represents individuals with chronic pain stating that the problem is that no matter how wide and rounded they are they increase his pain, which is the result of an automobile accident. Whenever possible he avoids roads and parking lots with speed tables whenever possible but cannot avoid his neighborhood. He strongly urged Council not to construct these devices. He provided Council with a letter from his doctor. **(COPY CAN BE FOUND IN THE OFFICIAL PACKET)**

Mayor Pro Tem Cohn Closed Public Comments Portion of the Brookhaven Subdivision Public Hearing

Council had a lengthy discussion pertaining to whether the majority of the residents wanted this traffic calming plan also getting input from Lieutenant Coble on traffic enforcement.

Mr. Fivas explained that a neighborhood that doesn't have an HOA you need someone to request it. The HOA is a neighborhood legislative body that conducts these surveys and provides that information to the town. He explains that Brookhaven was grand fathered into the old policy approved in 2012 but the amended policy from 2013 they would be required to have a vote from the affected area, not the entire neighborhood, which is what we will see in the future. He explained the steps the neighborhood had to go through.

Mr. Cohn stated we should adopt a policy in future neighborhoods to put in speed bumps on roads a certain length and put the burden on the builders. We don't need to go to neighborhoods and let them decide whether they need the devices or not, it should be the town. The neighbors should not decide the Council should decide, it's an expensive proposition. He requested the Council postpone and take another vote in the neighborhood.

BUSINESS ITEMS

a. Approval of Municipal Speed Limit Ordinance for Indian Trail streets

Mr. Fivas explained we are just reaffirming the limits already posted on town roads, the only change would be to change Matthews Indian Trail Road from 35 to 25 and sets a speed limit for the future Chestnut Parkway. This resolution would establish the speed limits on every road we have.

Gary M. Savoie made a motion to approve the Municipal Speed Limit Ordinance for Indian Trail streets **(COPY ATTACHED HERETO AND MADE A PART OF THE RECORD)**

Council voted unanimously in favor of the motion.

DISCUSSION ITEMS

a. Update on Law Enforcement Analysis

Mr. Fivas advised we should receive a contract from them, get it to legal review and present to Council. They indicated they want it completed before the end of year.

b. Discussion on Old Monroe Road Intersections

Mr. Savoie stated he feels it's important that we rank some of the alignments on Old Monroe Road, Mr. Fivas passed out **(COPY ATTACHED HERETO AND MADE APART OF**

THE RECORD). The question is Super Street on intersections for it opposed to it? Council discussed each intersection and by consensus made the following suggestions:

1. Medians are too large, feel they should be narrower to keep the urban appeal.
2. They strongly oppose interfering with the new Family Dollar project. It was just built and has not opened yet.
3. They have concerns for Sun Valley Commons businesses, suggesting they make the road flow on the right hand side where there's a field and space.

SUPERSTREET INTERSECTIONS on Old Monroe Road:

Okay for Chestnut

Need more information for Indian Trail Road

Need more information for Brandon Oaks Parkway

Need more information for Wesley Chapel Stouts Road

c. Public Information Request Policy and Procedure Concerns of a resident

Michael Faulkenberry, a resident of Indian Trail expressed concern over the security of the Town's Internet and email system. He point out problems he believes might exist and provided suggestions. **(COPY CAN BE FOUND IN THE OFFICIAL PACKET)**

MANAGERS REPORT

Mr. Fivas stated we had a very good Independence Day Festival, enjoy the summer weather we will be complaining it'll be 30 degrees in December soon.

COUNCIL COMMENTS

Mr. Daniels stated that he is disappointed that County raised taxes, expected a raise but not that high. Having done so UCPS has money for schools, he suggested going to meetings to encourage schools be built in Indian Trail.

Mr. Drehs all the things in his managers report, public comments we're not doing anything residential and Economic Development, it took about 90 minutes and encouraged all Council Members to do the same. It was very informative.

Mr. Savoie thanked everyone for being here and thanked staff for all their hard work making up the data that we need in an easy and articulate manner.

Mr. Fivas thanked Mr. Kaufhold for the traffic calming information, this is not easy, it's a lot of good information and we appreciate your hard work. We are preparing to do an RFP to do some roadwork and patches, and for those in Beacon Hills we will get a contract fairly soon, we've been working on it and will get it done.

Mr. Cohn had no comments.

CLOSED SESSION

None

ADJOURN

Gordon B. Daniels made a motion to adjourn
Council voted unanimously in favor of the motion.

APPROVED:

David Cohn, Mayor Pro Tem

Attest: _____
Peggy Piontek, Town Clerk

DRAFT



TO: Mayor and Town Council

FROM: Joe Fivas

CC: Marsha Sutton

DATE: July 22, 2014

SUBJECT: LGC-203 Report of Deposits and Investments

As required by the Town's Cash Management Policy, attached is a copy of the LGC-203 report submitted to the LGC (Local Government Commission) during the month of July for the period ending June 30, 2014.

This report is a semi-annual report of all cash and investments held by the Town. The LGC reviews these reports to determine:

- All funds are in authorized depositories and properly collateralized/secured
- All investments are permitted by General Statute
- The average maturity of investments are appropriate for the Town

This report is submitted to you for informational purposes and no action is required.

State of North Carolina
 LOCAL GOVERNMENT COMMISSION
 325 North Salisbury Street, Raleigh, North Carolina 27603-1385
 REPORT OF DEPOSITS AND INVESTMENTS

Report Period

As of: **JUNE 30** 2014
 (June 30 or December 31, and Year)

(As required by G.S. 159-33 and G.S. 115C-446)

Name of Unit ** **INDIAN TRAIL**
 ** Note - Discretely Presented Component Units must submit separate LGC-203 reports
 Legal Name of Unit: **Town of Indian Trail**

LGC Use Only		
Unit Code	Unit Type	Rec'd Date
191	A	

CERTIFICATION

This is to certify that the data contained in this report is accurate to the best of my knowledge and belief.

Name of Official (Type or print your name)	Unit Mailing Address - Street	Telephone Number, including area code
Marsha G Sutton	P. O. Box 2430	704-821-5401
Title (i.e. Finance Officer, Treasurer, etc)	Unit - City, State & Zip Code	Extension
Finance Director	Indian Trail, NC, 28079	
		Email Address
		financedirector@admin.indiantrail.org
		Signature of Official (only if mailing or faxing)

I. Cash on hand

	Amount	
Petty cash funds and change funds	\$ 850	
Undeposited receipts		
		Total Cash on Hand
		\$ 850

II. Dedicated Method Financial Institutions

** If you have additional deposits in Dedicated Banks (non-pooling), you must use the LGC-203 Standard Form

	C.D.s	Interest Bearing Checking Accounts	
FINISTAR (total dedicated amount from statement) attach statement or leave blank if NA			Dedicated Amounts only
CDARS - attach statement or leave blank if NA			
ICS - attach statement or leave blank if NA			
Totals for Finistar, CDARS and ICS	\$ -	\$ -	Total Dedicated Deposits
			\$

III. Pooling Method Financial Institutions

** LIST ONLY BANKS INCLUDED ON POOLING BANK MEMO

Totals per Account type - enter total amount for each Account type	Non-Interest Bearing		Time	Interest Bearing	
	Checking Accounts	Regular Savings	Deposits	Checking Accounts	
	Demand Deposits	Regular Savings	C.D.s		
(1) Branch Banking & Trust			\$ 13,801	\$ 3,678,711	
(2) First Citizens Bank & Trust Company	\$ 339,987		\$ 132,849		
(3) Park Sterling Bank			\$ 1,393,310		
(4) Yadkin Bank			\$ 213,628		
(5)					
FINISTAR (total pooling amount from statement) attach statement or leave blank if NA					Total Pooling Deposits
Totals for All Pooling Banks	\$ 339,987	\$	\$ 1,753,588	\$ 3,678,711	

IV. Investments NCCMT

	Amount
North Carolina Capital Management Trust Cash Portfolio	\$ 8,593,998
North Carolina Capital Management Trust Term Portfolio	\$ 12,303,095

V. Summary: Please recheck totals.

(1) Total Cash on hand (TOTAL FROM SECTION I)	\$ 850
(2) Total Dedicated Method (TOTAL FROM SECTION II)	\$
(3) Total Pooling Method (TOTAL FROM SECTION III)	\$ 5,772,286
(4) Total cash (lines 1, 2 & 3 combined)	\$ 5,773,136
(5) NCCMT (TOTAL FROM SECTION IV)	\$ 20,897,093
(6) Total cash and investments (lines 4 plus 5)	\$ 26,670,229
(7) Please enter (subtract) Unexpended bond and/or note proceeds	\$ 7,207,150
(8) Net cash and investments (line 6 minus 7)	\$ 19,463,079



TO: Mayor and Town Council

FROM: Joe Fivas

DATE: July 22, 2014

SUBJECT: Reapproval of Park & Recreation vehicle Resolution

This Resolution was submitted for Council approval on July 8th, the date on the Resolution was incorrect June 24, 2014. We revised the date to July 22, 2014 and are submitting for correction. Copies of both Resolutions are attached.

STATE OF NORTH CAROLINA
TOWN OF INDIAN TRAIL

RESOLUTION #R140722-1

RESOLUTION ACCEPTING A BID FOR THE PURCHASE OF A CREW CAB TRUCK

WHEREAS, the Town of Indian Trail followed the informal bid process in accordance with N.C.G.S. 143-131 for the purchase of a crew cab truck; and

WHEREAS, the Town of Indian Trail prepared written specifications for the acquisition of a crew cab truck; and

WHEREAS, the Town of Indian Trail received three (3) written proposals for a crew cab truck; and

WHEREAS, Asheville Ford was the lowest responsive responsible bidder;

NOW, THEREFORE, BE IT RESOLVED THAT the Town of Indian Trail Town Council accepts the offer to sell of \$28,928.00 for a F-250 crew cab truck from Asheville Ford.

Adopted this 22nd day of July, 2014.

TOWN COUNCIL OF INDIAN TRAIL NORTH CAROLINA

Michael Alvarez, Mayor

Attest:

Peggy Piontek, Town Clerk

STATE OF NORTH CAROLINA
TOWN OF INDIAN TRAIL

RESOLUTION #R140708-1

RESOLUTION ACCEPTING A BID FOR THE PURCHASE OF A CREW CAB TRUCK

WHEREAS, the Town of Indian Trail followed the informal bid process in accordance with N.C.G.S. 143-131 for the purchase of a crew cab truck; and

WHEREAS, the Town of Indian Trail prepared written specifications for the acquisition of a crew cab truck; and

WHEREAS, the Town of Indian Trail received three (3) written proposals for a crew cab truck; and

WHEREAS, Asheville Ford was the lowest responsive responsible bidder;

NOW, THEREFORE, BE IT RESOLVED THAT the Town of Indian Trail Town Council accepts the offer to sell of \$28,928.00 for a F-250 crew cab truck from Asheville Ford.

Adopted this 24th day of June, 2014.

TOWN COUNCIL OF INDIAN TRAIL NORTH CAROLINA

David Cohn, Mayor Pro Tem

Attest:

Peggy Piontek, Town Clerk



Town of Indian Trail

Memo

TO: Mayor and Town Council

FROM: Scott J. Kaufhold, P.E., Director of Engineering and Public Works
Marsha Sutton, Finance Director

COUNCIL DATE: July 22, 2014

SUBJECT: Amended Capital Project Ordinance for Crooked Creek Park

General Information:

Engineering services are required to plat the roadway at Crooked Creek Park. Staff recommends Lawrence Associates in the amount of \$2,500.00 to provide this service.

Pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the adoption of an ordinance is required in order to authorize capital project expenditures.

Attachments:

1. Amended Capital Project Ordinance for Crooked Creek Park
2. Lawrence Associates Proposal
3. Budget Amendment

STATE OF NORTH CAROLINA
TOWN OF INDIAN TRAIL

ORDINANCE #

**AN ORDINANCE AMENDING THE CAPITAL PROJECT ORDINANCE
FOR CROOKED CREEK PARK AT INDIAN TRAIL**

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

SECTION 1. The project authorized is a community park.

SECTION 2. The officers of the Town are hereby directed to proceed with the capital project within the term of the bond resolution and budget contained herein.

SECTION 3. Amounts appropriated for this project are hereby amended as follows:

	Current Budget	Amended Budget
Design	\$451,174.00	\$451,174.00
Construction	\$5,506,100.00	\$5,506,100.00
Engineering Services		\$2,500.00
Total	<u>\$5,957,274.00</u>	<u>\$5,959,774.00</u>

SECTION 4. Revenues anticipated to complete this project are hereby amended as follows:

	Current Budget	Amended Budget
Proceeds from Park Bonds	\$4,500,000.00	\$4,500,000.00
Powell Bill Fund	\$220,000.00	\$222,500.00
Transportation Improvement Fund	\$220,000.00	\$220,000.00
Stormwater Utility Fund	\$228,591.00	\$228,591.00
Street Bonds	\$220,000.00	\$220,000.00
Capital Reserve Fund	\$568,683.00	\$568,683.00
Total	<u>\$5,957,274.00</u>	<u>\$5,959,774.00</u>

SECTION 5. The Finance Director is hereby directed to maintain within the capital project fund sufficient detailed accounting records to satisfy the requirements of an annual independent audit. The terms of the bond resolution also shall be met.

SECTION 6. Funds may be advanced from the General Fund for the purpose of making payments as due.

SECTION 7. The Finance Director is directed to report, on a quarterly basis, on the financial status of the project element in Section 3 and on the total revenues received or claimed.

SECTION 8. The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on the capital project in every budget submission made to this Council.

SECTION 9. Any unexpended funds appropriated shall be reserved by the Town Council for use as provided by applicable law or regulation.

SECTION 10. The Finance Director is authorized from time to time to transfer as a loan from the General Fund in an amount necessary to met obligations until such time as funding is received. When Funds are received, repayments to the General Fund may be made.

SECTION 11. Copies of this capital project ordinance shall be made available to the Clerk and the Finance Director for direction in carrying out this project.

**AMENDED BY THE TOWN COUNCIL OF INDIAN TRAIL
this the 22nd day of July, 2014.**

Michael Alvarez, Mayor

Attest:

Peggy Piontek, Town Clerk



May 22, 2014

Adam McLamb
Town of Indian Trail
Engineering Department
130 Blythe Drive
Indian Trail, NC 28079
ajm@engineering.indiantrail.org

Re: Roadway at Crooked Creek Park

Lawrence Associates Project Number: 2940

Dear Mr. McLamb,

Lawrence Associates, P.A. is pleased to submit a proposal for professional surveying services for mapping of Roadway at the Crooked Creek Park. Shown below are the services to be provided by Lawrence Associates.

Understanding of Project

1. Mapping of Roadway at the Crooked Creek Park as defined in e-mail from Adam McLamb dated May 19, 2014. Mapping as per the Town of Indian Trail requirements and suitable for recording.
2. Placing iron pins on tangents, P.C. and P. T. of the platted Right of Way.

Fees

Not to exceed fee of \$2,500.00*

(*Not to exceed fee without prior written notice of approval from the Town of Indian Trail)

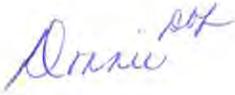
Unit Prices of Additional Services

Professional surveyor	\$80.00/per hr.
Survey crew (conventional)	\$110.00/per hr.
Survey crew (GPS)	\$100/per hr.
Autocad/Drafting	\$75.00/per hr.

Lawrence Associates, P. A. appreciates the opportunity to provide you with this proposal for the above referenced project.

We trust this proposal meets your current project needs. If you have any questions or require additional information, please feel free to call at your convenience.

Best regards,

A handwritten signature in blue ink, appearing to read "F. Donald Lawrence" with a stylized flourish at the end.

F. Donald Lawrence
PLS 1290



Town of Indian Trail

Memo

TO: Mayor and Town Council

FROM: Scott J. Kaufhold, P.E., Director of Engineering and Public Works

COUNCIL DATE: July 22, 2014

SUBJECT: 2014 Asphalt Patching Contract

General Information:

Engineering Staff will hold an informal bid opening for the 2014 Asphalt Patching Contract on Friday, July 18, 2014. The bid results will be made available to Council at that time.

Attachment:

2014 Asphalt Patching Contract



PROJECT MANUAL FOR

2014 Asphalt Patching Contract

PROJECT NUMBER:

505-2014-005

TOWN OF INDIAN TRAIL, NORTH CAROLINA



Scott J. Kaufhold, P.E.
Director of Engineering and Public Works
Registered, North Carolina 024973

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I. **ADVERTISEMENT FOR BIDS**

2014 Asphalt Patching Contract

The Town of Indian Trail will receive sealed bids for the following Project:

PROJECT NAME: 2014 Asphalt Patching Contract
PROJECT NUMBER: 505-2014-005
MANDATORY PRE-BID: Tuesday, July 15, 2014 at 9:00 a.m.
BID DUE DATE & TIME: Friday, July 18, 2014 at 12:00 p.m.

SCOPE OF WORK:

This project includes: asphalt patching located in the **Village of Indian Trail Subdivision** and at the roundabout in the **Brandon Oaks Subdivision**; the installation of 4-22' wide asphalt speed tables, minor drainage improvements, and asphalt crack sealing in the **Beacon Hills Subdivision**.

A Mandatory Pre-Bid Meeting will be held at 9:00 a.m. on Tuesday, July 15, 2014 at 9:00 a.m. in the Administrative Services Building's Main Conference Room at 130 Blythe Drive, Indian Trail, NC 28079. Attendance at this meeting is required in order to bid on this project. The meeting will begin promptly at 9:00 a.m. Late attendees will not be admitted and will not be allowed to bid on the project.

Sealed Bids must be received by the Town's Engineering Department at 130 Blythe Drive, Indian Trail, NC 28079, no later than 12:00 p.m. on Friday, July 18, 2014.

Bidders must be properly licensed under North Carolina state law to perform the work. Bid bonds are not required for this project. An MBE goal of 5% has been established for this contract.

For more project information, contact Vicky Watts, Engineering Contract Analyst, at 704-821-1314 or vbw@engineering.indiantrail.org.

Return sealed bid package to:

Town of Indian Trail
Engineering Department
PO Box 2430
130 Blythe Drive
Indian Trail, NC 28079

The Town of Indian Trail reserves the right to reject any and all bids and to waive any informalities or technicalities as it may deem to be in its best interest.

II. INSTRUCTIONS TO BIDDERS

The Town of Indian Trail (hereafter, the “Town”) will receive sealed bids for the following Project:

PROJECT NAME:

2014 Asphalt Patching Contract

PROJECT NUMBER:

505-2014-005

SCOPE OF WORK: This project includes: asphalt patching located in the **Village of Indian Trail Subdivision** and at the roundabout in the **Brandon Oaks Subdivision**; the installation of 4-22’ wide asphalt speed tables, minor drainage improvements, and asphalt crack sealing in the **Beacon Hills Subdivision**.

CONTRACT DOCUMENTS:

The Contract Documents include this Project Manual (which contains the Advertisement, Instructions to Bidders, Bid Documents, Agreement, Minority Business Enterprise Requirements, Supplementary General Conditions, Dispute Resolution Requirements, Specifications, Special Provisions, Project Location Maps, Speed Table Detail and Alternates) and any addenda.

MANDATORY PRE-BID MEETING:

A Mandatory Pre-Bid Meeting will be held at 9:00 a.m. on Tuesday, July 15, 2014 in the Development Services Building’s Main Conference Room, Indian Trail, NC. Attendance at this meeting is required in order to bid on this project. The meeting will begin promptly at 9:00 p.m. Late attendees will not be admitted and will not be allowed to bid on the project.

BID DEADLINE:

Bids must be received by the Town of Indian Trail Engineering Department at 130 Blythe Drive no later than 12:00 p.m. on Friday, July 18 2014.

CONTENT OF BID:

Each Bid must contain the following fully-completed forms provided by the Town. **The following shall be submitted for bid consideration:**

- a) Acknowledgement of Addenda (page 11 of this Project Manual)
- b) Itemized Bid Form (page 12 of this Project Manual)
- c) MBE Form 1 (page 14 of this Project Manual)
- d) MBE Form 2 (page 15 of this Project Manual)
- e) MBE Form 3 (page 17 of this Project Manual)
- c) Representative Projects Form (page 18 of this Project Manual)
- d) Execution of Bid Form (page 19 of this Project Manual)

All Bids shall be placed in a sealed envelope with the following information printed on the outside of the envelope:

BID FOR:	_____
	<i>Project Name & Number</i>
BIDDER'S NAME:	_____
	<i>Contractor's Name</i>
DO NOT OPEN UNTIL:	_____
	<i>Bid Opening Date & Time</i>

BID BOND:

Not required for this project.

BIDS ARE FIRM OFFERS:

All Bids shall be firm offers to contract for 180 days from the Bid Deadline.

BID PHASE CONTACT:

For questions regarding the Project or Instructions to Bidders, contact Vicky Watts at 704-821-1314 or vbw@engineering.indiantrail.org. The Town will attempt to answer all questions in writing by email. The Town will not make and bidders may not rely on oral representations.

ADDENDA:

Addenda will be emailed all persons who have the Contract Documents. The Bidder shall be responsible for inquiring if Addenda have been issued.

SELECTION CRITERIA:

The Town shall select as the contractor ("Selected Bidder") the lowest responsive and responsible Bidder, as required by North Carolina General Statutes. Consideration will be given only to Bids from contractors who are properly licensed, bonded, experienced in the class of work proposed, and who can refer to projects of similar magnitude and character that have been completed by them. The Town also reserves the right to reject any and all Bids and to waive informalities and technicalities as it may deem to be in its best interest.

ONLY ONE BID PER ENTITY:

No entity or person may submit or participate in the submission of more than one Bid.

CONTRACT AWARD:

The Town will inform the Selected Bidder of its selection and request that the Selected Bidder submit the executed Agreement plus insurance certificates and payment and performance bonds. The Selected Bidder shall submit the requested documents so that they are received by the Town within 10 calendar days (or such other time as designated by Town) from the date of notice of selection. The contract shall not be deemed awarded and this Agreement shall not be binding on the Town unless and until both the Selected Bidder and Town have both executed the Agreement.

MINORITY BUSINESS ENTERPRISE GOAL:

A MBE goal of 5% has been established for this contact. The established MBE goal is based on the sub-total of the estimated construction cost. The contingency amount is not considered.

END OF INSTRUCTIONS TO BIDDERS

III. BID DOCUMENTS

ACKNOWLEDGEMENT OF ADDENDA

PROJECT NAME: 2014 Asphalt Patching Contract

PROJECT NUMBER: 505-2014-005

ACKNOWLEDGMENT OF ADDENDA

The Bidder hereby acknowledges receipt of any addenda

NUMBER: _____ DATE: _____ INITIAL: _____

Contractor Name: _____

ITEMIZED BID FORM



**TOWN OF INDIAN TRAIL
2014 ASPHALT PATCHING**

Contractor: _____

Line Item	Item Type	Item Description	Quantity	Unit	Unit Price	Amount
1	SP1	Mobilization	1	LS		
2	225	Undercut Excavation	100	CY		
3	310	15" RCP, Class III	70	LF		
4	520	Aggregate Base Course	100	TN		
5	SP2	Geotextile Fabric	100	SY		
6	SP3	Asphalt Speed Tables	4	EA		
7	654	Asphalt Plant Mix, Pavement Repair	800	TN		
8	657	Seal Existing Pavement Cracks	2000	LF		
9	840	Masonry Drainage Structure, CB (NCDOT STD. 840.01)	2	EA		
10	840	Frame, Grate, and Hood (NCDOT STD. 840.03)	2	EA		
11	846	2' - 0" Concrete Valley Gutter	40	LF		
12	852	5" Monolithic Concrete Island	60	SY		
13	1205	Paint Pavement Marking Lines (4", Yellow/White)	600	LF		
14	1205	Paint Pavement Marking Lines (8", White)	200	LF		
15	1205	Paint Pavement Marking Lines (12", White)	200	LF		
16	1205	Paint Pavement Marking Symbols (Triangles)	21	EA		
17	SP4	Traffic Control	1	LS		
18	SP5	Materials Testing Services	1	LS	\$4,000.00	\$4,000.00
			Subtotal			
			Contingency 10%			
			Total			

Alternate Bid Items (Brandon Oaks Parkway Roundabout Mill & Resurface)						
Line Item	Item Type	Item Description	Quantity	Unit	Unit Price	Amount
A1	610	Asphalt Concrete Surface Course, S 9.5 B, 1" Thick	135	TN		
A2	620	Asphalt Binder for Plant Mix, Grade PG 64-22	8	TN		
A3	607	Milling Asphalt Pavement (1" depth)	2000	SY		
A4	1205	Thermoplastic Pavement Marking Lines (4", 120 MILS)	600	LF		
A5	1205	Thermoplastic Pavement Marking Lines (8", 120 MILS)	200	LF		
A6	1205	Thermoplastic Pavement Marking Lines (12", 120 MILS)	200	LF		
A7	1205	Thermoplastic Pavement Marking Symbols (Triangles)	21	EA		
			Subtotal			
			Contingency 10%			
			Total Alternates			

Total w/ Alternates	
----------------------------	--

MBE FORM 2

“GOOD FAITH EFFORT”

COUNTY OF _____

AFFIDAVIT OF _____
(Name of Bidder)

I have a good faith effort to comply under the following areas checked:
(A minimum of 5 areas must be checked Yes in order to have achieved a “good faith effort”)

(Y/N)

- _____ (1) Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed.
- _____ (2) Making the construction plans, specifications and requirements available for review by prospective minority businesses or providing these documents to them at least 10 days before the bid or proposals are due.
- _____ (3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation.
- _____ (4) Working with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- _____ (5) Attending any probed meetings scheduled by the public owner.
- _____ (6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors.
- _____ (7) Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of minority business based on lack of qualification should have the reasons documented writing.
- _____ (8) Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily is required. Assisting minority businesses in obtaining the same unit pricing with the bidder’s suppliers in order to help minority businesses in establishing credit.
- _____ (9) Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- _____ (10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

In accordance with GS143-128.2(d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract.

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

CONTRACTOR FIRM NAME: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Subscribed and sworn before me this
the ____ day of _____, 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

NOTARY SEAL

MBE FORM 3

Town of Indian Trail

Intent to Perform Contract with Own Workforce

County of _____

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the Chestnut Lane – Phase 1B Contract.

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

CONTRACTOR FIRM NAME: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Subscribed and sworn before me this
the ____ day of _____, 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

NOTARY SEAL

REPRESENTATIVE PROJECTS FORM

1. Project: _____
Owner: _____
Contract Price: _____
Date Completed: _____
Owner Contact: _____

2. Project: _____
Owner: _____
Contract Price: _____
Date Completed: _____
Owner Contact: _____

3. Project: _____
Owner: _____
Contract Price: _____
Date Completed: _____
Owner Contact: _____

Contractor Name: _____

EXECUTION OF BID FORM

PROJECT NAME: 2014 Asphalt Patching Contract

PROJECT NUMBER: 505-2014-005

The person executing the Bid, on behalf of the Bidder, being first duly sworn, deposes and says that:

- (1) It is the intent of the Bidder to enter into this Contract to furnish materials, labor, and equipment required to perform all work specified in accordance with the instructions, terms, conditions, provisions, specifications, plans and all other Contract Documents incorporated into this Invitation to Bid;
- (2) He/she is fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid;
- (3) He/she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, or veteran's status; and
- (4) He/she, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.
- (5) Execution of this bid in the proper manner also constitutes the Bidder's certification of Status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.
- (6) N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Type of Bidder: Sole Proprietor Partnership Limited Liability Company Corporation Joint Venture

(Check appropriate box)

BIDDER #1

Name _____

Address _____

Phone _____

Email _____

Printed Name _____

SIGNATURE _____

Title _____

NC General Contractor's License Number _____

Classification _____

Limits _____

Subscribed and sworn before me this
the ____ day of _____, 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

NOTARY SEAL

IV-A. AGREEMENT

AGREEMENT FOR CONSTRUCTION

THIS AGREEMENT (“Agreement”), made and entered into on or about _____, 2014 by and between the Town of Indian Trail, North Carolina, hereinafter called “Owner” and _____, hereinafter called “Contractor” (collectively, “Parties”),

WITNESSETH

In consideration of the mutual promises set forth herein, the parties hereto mutually promise and agree as follows:

1. **PROJECT: 2014 Asphalt Patching Contract**
2. **COMPLETION OF WORK:** For the Contract Price, Contractor shall furnish all materials, labor, tools, equipment, and supervision for the construction of the Project and all expense, direct or indirect, connected with the proper execution of the same and of maintaining the same, until it is accepted by the Owner (the “Work”). All Work shall be performed and completed in an efficient and workmanlike manner, in accordance with the Contract Documents and in compliance with all applicable federal, local and state regulatory agencies.
3. **CONTRACT DOCUMENTS**
 - a. Advertisement
 - b. Instructions to Bidders
 - c. Bid Documents (Acknowledgment of Addenda, Itemized Bid Form, MBE Form 1, MBE Form 2, MBE Form 3, Representative Projects, Execution of Bid Form)
 - d. This Agreement
 - e. Minority Business Enterprise Requirements
 - f. Supplementary General Conditions
 - g. Dispute Resolution Requirements
 - h. Specifications
 - i. Project Special Provisions
 - j. Project Location Maps
 - k. Speed Table Detail
 - l. Addenda

The Contract Documents listed above are all essential parts of the contractual requirements. The terms “Contract Documents” and “Contract” shall have the same meaning. A requirement occurring in one Contract Document is as binding as though occurring in all. They are intended to be complementary. In case of discrepancy, detailed provisions shall have precedence over general conditions. Should any addenda, change orders or supplemental agreements be issued at a later date, they will become part of the Contract Documents, and their terms shall take precedence over conflicting terms in earlier Contract Documents.

The Contractor shall not take advantage of any apparent error or omission in the Contract Documents. In the event the Contractor discovers an error or discrepancy, it shall immediately inform the Owner.

4. **E-VERIFY:** In performing this Contract, Contractor will comply with the requirements of Article 2 of Chapter 64 of the General Statutes, and will require that its subcontractors comply with Article 2 of Chapter 64 of the General Statutes.
5. **CONTRACT PRICE:** This is a unit price contract. The Contract Price shall be the unit price for each pay item multiplied by the actual units of each pay item certified by Contractor on a pay request as described below and approved by the Owner as satisfactorily completed in accordance with the Contract.

The pay items and their unit prices are set forth in the Itemized Bid Form. Change orders must be approved in writing prior to commencing work by both the Owner and the Contractor. The final Contract Price shall not be determined until the completion and acceptance by the Owner of the Work and shall be the sum of the approved amounts of all pay items.

6. **CONTRACT TIME:** The Contractor shall begin construction by August 11, 2014 and achieve Substantial Completion of the Work no later than 30 calendar days from the date of commencement stated in the written Notice to Proceed. "Substantial Completion" shall mean all Work has been completed, inspection has occurred and a final punch list has been agreed upon. No extensions will be authorized except as authorized by Article 108-10 of the *Standard Specifications*.

No work will take place on Town designated holidays.

7. **LIQUIDATED DAMAGES:** Contractor has obligated itself to complete the Work within the Contract Time. Contractor acknowledges that he or she will be assessed damages should the Work not be completed within the Contract Time. In lieu of proceedings to ascertain the amount of such damages, Contractor and Owner agree that such damages shall be equal to and Contractor shall be obligated to Owner in the amount of **\$500.00 (five hundred dollars) for each calendar day** the Work is not completed after the Contract Time.

8. **PAYMENTS:** Partial payments will be made upon receipt of Contractor invoice at least once each month as the Work progresses. Said payments will be based upon estimates, prepared by the Contractor and approved by Owner, of the value of the Work performed and materials complete in place in accordance with the Contract Documents. Each invoice shall include the Contractor's Affidavit Release and Waiver of Claim and the Sales and Use Tax Certification Statement.

No partial payment will be made when the amount due the Contractor since the last estimate amounts to less than ten thousand dollars (\$10,000.00).

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the subsection titled ACCEPTANCE AND FINAL PAYMENT of this section.

9. **INDIAN TRAIL PRIVILEGE LICENSE:** An Indian Trail Privilege License must be maintained throughout the life of the contract.

10. **GUARANTEE:** The Contractor shall guarantee all materials and workmanship for a period of twelve (12) months from the date of acceptance by the Town and shall replace any portions that fail because of faulty material or workmanship at no additional cost to the Town. This guarantee shall include any grass that needs to be mowed that was seeded and mulched during construction. 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 repair of the item. The performance bond will be held as the guarantee for the twelve (12) month period.

11. **BONDS AND INSURANCE:** Owner's obligations under this Agreement are subject to the condition precedent that the Contractor provides a Performance Bond, Maintenance Bond, and Certificate of Insurance as required by the Contract Documents.

The successful bidder shall provide the Town with a contract payment bond in an amount equal to 100 percent (100%) of the estimated Contract Price (as determined by the Town) and a contract performance bond in an amount equal to 100 percent (100%) of the estimated Contract Price (as determined by the Town) within 10 calendar days (or such other time as designated by Town) from the date of notice of

selection. All bonds shall be in conformance with G.S. 44A-33. The corporate surety furnishing the bonds shall be authorized to do business in the State.

The successful bidder's failure to submit acceptable bonds 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.

END OF AGREEMENT FOR CONSTRUCTION

SIGNATURE SHEET

CONTRACTOR FIRM NAME: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

Address: _____

FEDERAL TAX ID NUMBER: _____

TOWN OF INDIAN TRAIL

By: _____
Joseph A. Fivas, Town Manager

Date

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

By: _____
Marsha Sutton, Finance Director

Date

STATE OF NORTH CAROLINA

AFFIDAVIT



TOWN OF INDIAN TRAIL

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity contracting the Town of Indian Trail and hereafter called, "Employer"), after being first duly sworn, hereby swears or affirms as follows:

- 1. E-Verify is the federal program operated by the U.S. Department of Homeland Security and other federal agencies to verify the work authorization of newly hired employees.
2. Employer understands that Chapter 64, Article 2 of the North Carolina General Statutes requires certain Employers to, among other things; use E-Verify to verify the work authorization of each new employee.
3. Employer complies and will continue to comply with Chapter 64, Article 2 of the North Carolina General Statutes at all times during the term of its contract with the Town of Indian Trail ("Town").
4. At all times during the term of Employer's contract with the Town, Employer will require each of its subcontractors to comply and to remain compliant with Chapter 64, Article 2 of the North Carolina General Statutes.
5. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. Y or N (circle one)

This the ___ day of _____, 2014.

CONTRACTOR FIRM NAME: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Subscribed and sworn before me this the ___ day of _____, 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

NOTARY SEAL

SURETY COMPANY CONTACTS

PAYMENT BOND NO.:

Surety Name:

Address:

Contact Person:

Title:

Phone No.:

PERFORMANCE BOND NO.:

Surety Name:

Address:

Contact Person:

Title:

Phone No.:

SURETY AGENCY/AGENT:

Agency Name:

Address:

Contact Person:

Title:

Phone No.:

PERFORMANCE BOND

(Attach Performance Bond to this sheet.)

PAYMENT BOND

(Attach Payment Bond to this sheet.)

CERTIFICATE OF INSURANCE

(Attach Certificate of Insurance to this sheet.)

IV-B. MINORITY BUSINESS ENTERPRISE REQUIREMENTS

**OUTREACH PLAN AND GUIDELINES FOR RECRUITMENT AND SELECTION
OF MINORITY BUSINESSES FOR PARTICIPATION IN CERTAIN
TOWN OF INDIAN TRAIL CONTRACTS**

In accordance with G.S. § 143-64.31, G.S. § 143-128.2 and G.S. § 143-133, these Guidelines establish (i) goals for minority participation in building construction or repair contracts in the amount of \$300,000 or more, (ii) outreach efforts to solicit minority participation in building construction contracts in the amount of \$30,000 up to \$300,000, and (iii) outreach efforts to solicit minority participation in contracts for architectural, engineering, and construction manager-at-risk services.

With regard to building construction and repair contracts in the amount of \$300,000 or more, the Town of Indian trail (“Town”) currently has a program goal of 5% percent for minority participation. The goal will be reviewed annually or as soon as relevant data is available.

SECTION A: INTENT

It is the intent of these guidelines that the Town do all things legal, proper, and reasonable to achieve participation by minority businesses in those contracts subject to G.S. § 143-64.31, G.S. § 143-128.2 and G.S. § 143-133. Nothing in these guidelines shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority-business contractors or minority-business subcontractors who do not meet the other statutory criteria for award.

SECTION B: DEFINITIONS

1. Minority - a person who is a citizen or lawful permanent resident of the United States and who is:
 - a. Black, that is, a person having origins in any of the black racial groups in Africa;
 - b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
 - c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, the Pacific Islands;
 - d. American Indian, that is, a person having origins in any of the original peoples of North America; or
 - e. Female
2. Minority Business (MBE) - means a business:
 - a. In which at least fifty-one percent (51%) is owned by one or more minority persons, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and
 - b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.
3. Socially and economically disadvantaged individual - means the same as defined in 15 U.S.C. 637: Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities. Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged.
4. Owner – Town of Indian trail or (“Town”)
5. Designer – Any person, firm, partnership, or corporation which has contracted with the Town to perform architectural or engineering work.
6. Bidder – (i) Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract directly from the Town, or (ii) any first-tier subcontractor for construction manager at risk projects.

7. Contract - A mutually binding legal relationship or any modification thereof obligating the seller to furnish equipment, materials, or services, including construction, and obligating the buyer to pay for them.

8. Contractor - Any person, firm, partnership, corporation, association, or joint venture which has contracted with the Town to perform building construction or repair work.

9. Subcontractor - A firm under contract with the prime contractor or construction manager at risk for supplying materials or labor and materials and/or installation. The subcontractor may or may not provide materials in his subcontract.

10. Eligible Contracts – A contract for the repair or construction of a building, which is expected to be for \$300,000 or more, and which is bid under any of the methods authorized under G.S. 143-128(a1).

SECTION C: MINORITY OUTREACH PLAN AND GUIDELINES

Minority Business Responsibilities

CERTIFICATION

The Town does not certify minority, disadvantaged or women-owned businesses. Any business that desires to participate as an MBE will be required to complete and submit for certification, documents required by any of the agencies listed below. Only those firms holding current certification through at least one of the following agencies will be considered eligible for inclusion in meeting the MBE participation percentage goals:

North Carolina Department of Administration Historically Underutilized Business (HUB) certification
North Carolina Department of Transportation Minority/Disadvantaged/Women-owned Business certification
Small Business Administration 8(a) certification
Other governmental agencies on a case-by-case basis

Other Responsibilities

Minority businesses that are contacted by owners or bidders must respond promptly whether or not they wish to submit a bid.

Owner Responsibilities

The Town will employ the following strategies to encourage participation from MBEs.

1. Work with minority-focused and small business groups that support MBE inclusion in the solicitation of bids for building construction and repair projects and in the solicitation for architectural, engineering, and construction manager-at-risk services.
2. Place emphasis on the importance of soliciting certified MBE firms for subcontracting opportunities at pre-bid conferences and in the bid documents.
3. Examine specifications to identify special subcontracting opportunities and strongly encourage prime contractors to solicit bids for subcontracts from MBE firms.
4. Require all bidders to make good faith efforts to obtain minority participation on all Eligible Contracts.
5. Establish a percentage goal for minority participation in an Eligible Contract if, in the Town's reasonable belief, such a goal is achievable.

6. Provide detailed information to majority contractors concerning the bidding and good faith efforts requirements by holding meetings with the contractors.
7. Build new and strengthen existing business relationships through networking. Continue communicating with other North Carolina public agencies to find out how their MBE outreach programs are working and to share “best practices” and ideas to improve programs.
8. Participate in educational opportunities throughout the community as they become available and offer training sessions to share the Town’s outreach plan with interested businesses and organizations
9. Be visible through participation in trade shows and business organizations of interest to MBE firms, majority contractors, and small businesses, and provide information to the general public about the MBE program, and continue outreach efforts to the business community.
10. Enhance the Town’s web page by including the outreach plan and guidelines, listing good faith efforts, creating links to MBE resources, and creating awareness of specific subcontracting opportunities.
11. Make available to minority-focused agencies and minority businesses that have requested notices a list of contracting opportunities when they are identified, no later than 10 days prior to the bid opening. The list shall include a description of the work, important bidding information, contact information for questions, where the bid documents may be reviewed, and a list of prime bidders that subcontractors may wish to contact for subcontracting consideration.
12. Maintain or continue to maintain a database specifically for MBE firms and majority contractors to ensure those firms wishing to do business with the Town have access to up-to-date information.
13. Advertise upcoming bid opportunities in minority-focused media.
14. Work with designers to make subcontracting opportunities more noticeable and more easily understood by potential contractors and subcontractors.

Designer responsibilities

For all Eligible Projects the designer will:

1. Attend the scheduled pre-bid conference to explain minority business requirements to the prospective bidders.
2. Assist the owner to identify and notify prospective minority business prime and subcontractors of potential contracting opportunities.
3. Maintain documentation of any contacts, correspondence, or conversation with minority business firms made in an attempt to meet the goals.
4. Review jointly with the owner, all requirements of G.S. 143-128.2(c) and G.S.143-128.2(f) and these Guidelines (i.e. bidders’ proposals for identification of the minority businesses that will be utilized with corresponding total dollar value of the bid and affidavit listing good faith efforts, or affidavit of self-performance of work, if the contractor will perform work under contract by its own workforce) - prior to recommendation of award.
5. During construction phase of the project, review documentation for contract payment to MBEs (Form 6, attached) for compliance with minority business utilization commitments. Submit this form with monthly pay applications to the Owner.

Responsibilities of Prime Contractor(s), CM at Risk, and Its First-Tier Subcontractors

On all Eligible Contracts, the Bidders will:

1. Attend the scheduled pre-bid conference.
2. Identify or determine those work areas of a subcontract where minority businesses may have an interest in performing subcontract work.
3. During the bidding process, comply with the owner's requirements listed in the proposal for minority participation.
4. Submit with the Bid (i) the minority businesses that will be utilized on the project with corresponding total dollar value of the bid (MBE Form 1, attached) and (ii) an affidavit listing Good Faith Efforts (MBE Form 2, attached), or an affidavit of intent to self-perform (MBE Form 3). See below for full description of Good Faith Efforts.
5. Upon being named the apparent low bidder, the bidder shall provide the following: (1) an affidavit that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal (MBE Form 4, attached); and (2) if there is a contract goal and the participation percentage is not equal to the applicable goal, then documentation of all good faith efforts taken to meet the goal (MBE Form 5, attached). The documentation must include evidence of all good faith efforts that were implemented including any advertisements, solicitations, and evidence of other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract. Failure to comply with these requirements is grounds for rejection of the bid and award to the next lowest responsible and responsive bidder.
6. The contractor(s) shall identify the name(s) of minority business subcontractor(s) and corresponding dollar amount of work on the schedule of values.
7. The contractor(s) shall submit with each monthly pay request(s) and final payment(s) documentation for contract payment to MBEs (MBE Form 6, attached)
8. During the construction of a project, at any time, if it becomes necessary to replace a minority business subcontractor, immediately advise the owner in writing, of the circumstances involved. The prime contractor shall make a good faith effort to replace a minority business subcontractor with another minority business subcontractor.
9. If during the construction of a project additional subcontracting opportunities become available, the contractor shall make a good faith effort to solicit sub-bids from minority businesses.
10. Make documentation showing evidence of implementation of Prime Contractor, CM-at-Risk and First-Tier Subcontractor responsibilities available for review by the Town, upon request.

All written statements or affidavits made by the Bidder shall become a part of the agreement between the Contractor and the Town for performance of the contract. Failure to comply with any of these statements, affidavits, or with the minority business guidelines shall constitute a breach of the contract. A finding by the Town that any information submitted either prior to award of the contract or during the performance of the contract is inaccurate, false, or incomplete shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the Town whether to terminate the contract for breach.

SECTION D: GOOD FAITH EFFORTS

In determining whether a contractor has made good faith efforts, the Town will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, diligence, and results of these efforts. At least five of the following 10 good faith efforts must be made in order to satisfy the Good Faith Efforts Requirement.

1. Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed.
2. Making the construction plans, specifications, and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bid or proposals are due.
3. Breaking down or combining elements of work into economically feasible units to facilitate minority participation.
4. Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
5. Attending any pre-bid meetings scheduled by the public owner.
6. Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors.
7. Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Reasons for rejection of a minority business based on lack of qualification should be documented in writing.
8. Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
9. Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
10. Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash flow demands.

Town of Indian Trail

-Portion of the Work to be Performed by Minority Firms-

****(NOTE: THIS FORM IS NOT TO BE SUBMITTED WITH THE BID PROPOSAL)****

If the portion of the work is to be executed by minority businesses as defined in GS 143-128.2 (g) is equal to or greater than 5% of the bidders total contract price, then the bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within 72 hours after notification of being low bidder.

Affidavit of: _____ I do hereby certify that on the
(Bidder)

(Project Name)

Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises. Minority Businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required.

Name and Phone Number	*Minority Category	Work Description	Dollar Value

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A), American Indian (I), Female (F), Socially and Economically Disadvantaged (D)

Pursuant to GS 143-128.2 (d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

[Seal]

Title: _____

State of North Carolina,

County of _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public _____ My commission expires _____

Town of Indian Trail

-Good Faith Efforts

If the contract for goal participation by minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts.

Affidavit of: _____
(Bidder)

I do certify the attached documentation as true and accurate representation of my good faith efforts.

Minority firms contacted by Bidder
(Attach additional sheets if required.)

Name and Phone Number	*Minority Category	Work Description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**), American Indian (**I**), Female (**F**), Socially and Economically Disadvantaged (**D**)

Documentation of the Bidder’s good faith efforts to meet the goals set forth in these provisions. Examples of documentation shall include the following evidence:

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

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

[Seal]

Title: _____

State of North Carolina, County of _____ Subscribed and sworn to before me this _____ day of _____, 20____. Notary Public _____ My commission expires _____

Town of Indian Trail

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application#: _____ Period: _____

The following is a list of payments to be made to minority business contractors on this project for the above-mentioned period.

Firm Name	*Minority Category	Payment Amount	Owner Use Only

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**), American Indian (**I**), Female (F), Socially and Economically Disadvantaged (D)

Date: _____

Approved/Certified By: _____

Name

Title

Signature

****THIS DOCUMENT MUST BE SUMMITTED WITH EACH PAY REQUEST & FINAL PAYMENT**

END OF MINORITY BUSINESS ENTERPRISE

V. **SUPPLEMENTARY GENERAL CONDITIONS**

1. SCOPE OF WORK

1.1 ALTERATION OF WORK AND QUANTITIES

The Owner reserves and shall have the right to make such alterations in the Work as may be necessary or desirable to complete the Work in the manner acceptable to Owner. Unless otherwise specified herein, the Owner may make such alterations in the Work as may increase or decrease the originally awarded Contract quantities, and the Contractor agrees to value the increase or decrease in quantities using the unit prices set forth in the Itemized Bid Form, or if there are none, as agreed to by the parties. These alterations shall be covered by written Change Orders signed by Owner and Contractor. Change Orders for altered Work may include extensions of Contract Time if, in the Owner's opinion, such extensions are warranted by the amount and difficulty of added work.

1.2 MAINTENANCE OF TRAFFIC

When the Contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of Work that is otherwise provided for in the Contract Documents, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall furnish, erect, and maintain barricades, warning signs, flagmen, and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office), unless otherwise specified herein.

The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway. The Contractor must contact NCDOT before any work is performed along state maintained streets.

1.3 FINAL CLEANING UP

Upon completion of the Work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees on all ground occupied during the project. The contractor shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property owner.

1.4 ACCESS TO THE WORK

The Contractor shall identify access routes with suitable signs, barricades and similar equipment. The entire access route and construction site shall be kept free and clean of all debris at all times and maintained in good repair by the Contractor. All damage to the access route caused by the actions of the Contractor or his agents shall be immediately repaired to the satisfaction of the Owner. The Contractor shall be responsible for notifying property owners five (5) days in advance of work affecting driveway access.

1.5 MAINTENANCE DURING CONSTRUCTION

The Contractor shall maintain the Work during construction and until the Work is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the Work is maintained in satisfactory condition at all times. In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations. All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

END OF SCOPE OF WORK

2. CONTROL OF WORK

2.1 CONFORMITY WITH PLANS AND SPECIFICATIONS

The current edition including revisions of the North Carolina Department of Transportation, Standard Specifications for Roads and Structures, hereinafter referred to as the “Standard Specifications” shall apply on all portions of the project unless otherwise specified herein.

The current edition of the Union county Public Works Sanitary Sewer and Water Specifications, including revisions, applies on all portions of the project unless otherwise specified herein. All fittings and couplings shall be included in the price for all line items using linear foot units or as specified in the Itemized Bid Form. This also includes all water meter installations.

All Work and all materials furnished shall be within the specified tolerances of the lines, grades, grading sections, cross sections, dimensions, material requirements, and testing requirements that are specified in the contract, plans and specifications.

If the Owner finds the materials furnished, Work performed, or the finished product not within the specified tolerances of the plans and specifications but that the portion of the Work affected will, in its opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, that the affected Work be accepted and remain in place. In this event, the Owner determines an adjustment in the Contract Price for the affected portion of the Work.

If the Owner finds the materials furnished, Work performed, or the finished product are not within the specified tolerances of the plans and specifications and have resulted in an unacceptable finished product, the affected Work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the Owner’s written orders.

For the purpose of this subsection, the term “reasonably close conformity” shall not be construed as waiving the Contractor’s responsibility to complete the Work in accordance with the Contract Documents. The term shall not be construed as waiving the Owner’s right to insist on strict compliance with the requirements of the Contract Documents.

2.2 COOPERATION OF CONTRACTOR

The Contractor will be supplied with two (2) copies each of the plans and specifications. He shall have available on the Site at all times, one copy each of the plans and specifications. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the Work to facilitate the progress thereof, and he shall cooperate with the Owner and his/her inspectors, the Engineer and with other contractors in every way possible. The Contractor shall have a competent superintendent on the Work at all times who is fully authorized as his/her agent on the Work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Owner or his/her authorized representative.

2.3 COOPERATION BETWEEN CONTRACTORS

The Owner reserves the right to contract for and perform other or additional work on or near the Work covered by this contract.

When separate contracts are let within the limits of any one project, each contractor shall conduct his/her Work so as not to interfere with or hinder the progress of completion of the Work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed.

Each contractor involved shall assume all liability, financial or otherwise, in connection with his/her contract and shall protect and save harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

The Contractor shall arrange his/her work and shall place and dispose of the materials being used so as not to interfere with the operations of the other contractors within the limits of the same project. He shall join his/her work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

2.4 AUTHORITY AND DUTIES OF INSPECTORS

Inspectors employed by the Owner shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the Work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the contract. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

2.5 INSPECTION OF THE WORK

All materials and each part or detail of the Work shall be subject to inspection by the Owner or Owner's inspectors. The Owner and Owner's inspectors shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Owner or Owner's inspector requests it, the Contractor, at any time before acceptance of the Work, shall remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore said portions of the Work to the standard required by the specifications. Should the Work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as Extra Work; but should the Work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any Work done or materials used without supervision or inspection by the Owner may be ordered removed and replaced at the Contractor's expense unless the Owner failed to inspect after having been given reasonable notice in writing that the Work was to be performed.

2.6 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK

All Work which does not conform to the requirements of the Contract Documents will be considered unacceptable, unless otherwise determined acceptable as provided in the subsection titled CONFORMITY WITH PLANS AND SPECIFICATIONS.

Unacceptable Work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the Work, shall be removed immediately and replaced in an acceptable manner at the Contractor's expense.

Upon failure on the part of the Contractor to comply forthwith with any order of the Owner made under the provisions of this subsection, the Owner will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs (incurred by the Owner) from any monies due or to become due the Contractor.

2.7 LOAD RESTRICTIONS

The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the Work. A special permit will not relieve the Contractor of liability for damage which may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor shall be responsible for all damage done by his/her hauling equipment and shall correct such damage at its own expense.

2.8 RETEST OF WORK

When as provided for in the Contract Documents, the Owner performs sampling and tests of the Work and if the tests show a failure to meet the requirements of the Contract Documents, the expense of retesting, after reworking or substitution by the Contractor will be at the expense of the Contractor and such costs will be deducted from the payments otherwise due to the Contractor.

2.9 CHARACTER OF WORKERS, METHODS AND EQUIPMENT

The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

All equipment which is proposed to be used on the Work shall be of sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality of work. Equipment used on any portion of the Work shall be such that no injury to previously completed work, or adjacent property.

When the methods and equipment to be used by the Contractor in accomplishing the Work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the Work in conformity with the requirements of the contract, plans, and specifications.

Any person employed by the Contractor or by a subcontractor who, in the opinion of the Owner does not perform its work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Owner, be removed forthwith by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the Work without the approval of the Engineer.

Should the Contractor fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the Owner may suspend the Work by written notice until compliance with such orders.

The failure to provide adequate labor and equipment may be considered cause for terminating the Contract.

2.10 FIRE PREVENTION

Contractor shall conform to all Federal, State, and local laws and regulations pertaining to burning, fire prevention and control within or adjacent to the project. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the Contractor. This includes keeping the Contract Work area clear of all trash at all times.

All tarpaulins used for any purpose during construction of any work shall be made of material resistant to fire, water and weather and shall bear UL labels. Lighting of any fires on premises is strictly forbidden.

Contractor shall provide portable fire extinguishers compatible with the hazard of each work area and shall instruct its personnel in their location and use. Wherever welding and burning are conducted, no inflammable materials shall be allowed, and welding activities shall be shielded. The Contractor shall post a Hot Work Permit whenever an open flame shall be utilized for work.

2.11 PUMPING AND DRAINAGE

Surface or sub-surface water or other fluid shall not be permitted to accumulate in excavations or under any structure. Should such conditions develop or be encountered, the water or other fluid shall be controlled and suitably disposed of by means of temporary pumps, piping, drainage lines and ditches, dams or other methods approved by the Owner and other public agencies having jurisdiction.

2.12 DUST CONTROL

The Contractor, for the duration of the Contract, shall maintain all excavations, embankments, haul roads, access roads, plant sites, waste disposal areas, borrow areas, and all other work areas free from dust. Industry-accepted methods of dust control suitable for the area involved and approved by Owner will be permitted.

2.13 WATER POLLUTION

Contractor shall, at its expense, provide suitable facilities to prevent the introduction of any substances or materials into any stream, river, lake or other body of water, which may pollute the water or constitute substances or materials deleterious to fish and wild life.

2.14 ILLUMINATION

When any work is performed at night or where daylight is shut off or obscured, Contractor shall, at its expense, provide artificial light sufficient to permit work to be carried on efficiently, satisfactorily and safely, and to permit thorough inspection. During such time periods the access to the place of work shall also be clearly illuminated. All wiring for electric light and power shall be installed and maintained in compliance with local code, securely fastened in place at all points, and shall be kept as far as possible from telephone wires, signal wires, and wires used for firing blasts.

2.15 HAZARDOUS MATERIAL

The Contractor shall immediately notify Owner of any hazardous materials subsequently found on the site and shall not remove same without the permission of Owner.

If the contractor caused the hazardous material and subsequent contamination, Contractor shall remove said hazardous material and contaminated soils or materials from the site and shall dispose of same in accordance with all Federal, State or Local laws or regulations. Removal of such materials and contamination shall be monitored by a licensed hazardous materials laboratory, and said laboratory shall prepare a written report attesting to the complete removal of the contaminating material and resulting contamination, all to the satisfaction of, and at no cost to, the Owner.

2.16 EROSION CONTROL

Contractor shall follow all erosion control measures on construction drawings and or plans and specifications. Contractor shall conform to all Federal, State, and local laws and regulations pertaining to erosion control within or adjacent to the project.

2.17 ADDITIONAL WORK

Additional work is that which results from a change or alteration in the contract and for which there are existing contract unit prices.

END OF CONTROL OF WORK

3. PROSECUTION AND PROGRESS

3.1 PRE-CONSTRUCTION MEETING

A pre-construction conference will be scheduled as soon as practical after the award of the Contract. 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. The Contractor will provide a Request for Taxpayer Identification Number and Certification (W-9). Upon receipt of the required documentation, a Notice to Proceed will be issued by the Engineer.

The Town will provide two (2) copies of the contract to the contractor at the pre-construction conference. Additional copies may be obtained subject to the cost of printing.

3.2 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 Engineer.

3.3 PROSECUTION AND PROGRESS

Unless otherwise specified, the Contractor shall submit his/her anticipated construction schedule for the Owner's approval at the pre-construction meeting. The Contractor's construction schedule, when approved by the Owner, may be used to establish major construction operations and to check on the progress of the Work.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Owner's request, submit a revised schedule for completion of the Work within the Contract Time and modify his/her operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the Work be discontinued for any reason, the Contractor shall notify the Owner in writing at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date set forth in the Notice to Proceed.

3.4 TEMPORARY SUSPENSION OF THE WORK

The Owner shall have the authority by written notice to the Contractor, to suspend the Work wholly, or in part, for such period or periods as the Owner may deem necessary, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or to perform any or all of the Contractor's other duties under this Contract.

- A. If the Contractor is ordered by the Owner to suspend the Work under this Section due to an unforeseen cause not otherwise provided for in the other provisions of this Contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the Work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Owner's order to suspend the Work to the effective date of the Owner's order to resume the Work. Claims for such compensation shall be filed with the Owner within the time period stated in the Owner's order to resume work. The Contractor shall submit with its claim information substantiating the amount shown on the claim.

- B. If the Work is suspended under this Section for an indefinite period, the Contractor shall perform the following duties:
1. Suitably store all materials.
 2. Implement measures to protect existing work from damage or deterioration.
 3. Erect such temporary structures and barricades as necessary to provide for traffic on, to or from the Project.
 4. Periodically inspect and maintain the Work and temporary measures during the suspension period, and repair any damage to the Work during the suspension period.
 5. Maintain all insurance and bond coverage.
 6. Perform such other work as required by the Contract Documents with respect to the Project.
 7. Remobilize when ordered to resume the Work by the Engineer.

The Contractor shall notify the Owner in writing fourteen (14) calendar days prior to demobilizing. At the time that the written notice is given to the Owner, the Contractor shall submit a written estimate of any costs of remobilization except in those cases in which the Contractor will bear the costs of remobilization under Paragraph C hereof. Compliance by the Contractor with such notice requirement, and with the requirement for submitting such written estimate, shall be a prerequisite to the Contractor's right to recover any costs incurred by the Contractor to comply with this Paragraph B, to the extent the Contractor would otherwise have a claim for such costs hereunder.

- C. If the Contractor requests a suspension of the Work in whole or in part, or if the Contractor is ordered by the Owner to suspend the Work under this Section due to inclement weather, due to the Contractor's failure to carry out orders given or due to the Contractor's failure to perform any of the Contractor's other duties under this Contract, then:
1. The Contractor shall not be entitled to any additional compensation for fulfilling the duties that the Contractor is required to perform by reason of such suspension, regardless of whether any additional compensation would otherwise be allowed hereunder, including, without limitation, any additional compensation for fulfilling any of the duties that are imposed upon the Contractor under Paragraph B hereof or for fulfilling the Contractor's duty to remobilize at the end of such suspension; and
 2. The Contractor shall pay the Owner all of the costs that are incurred by the Owner by reason of such suspension, including, but not limited to, the Engineer's fees and the costs of any necessary inspections or testing during the period of such suspension.

3.5 ADJUSTMENT OF CONTRACT TIME

The Contract Time may be adjusted only by change order, when requested by the Contractor in writing and approved by the Owner, for reasons outside of the Contractor's control, as follows:

- A. Natural disasters affecting the site; or
- B. Excessive rainfall during the entire calendar month, defined as total monthly rainfall in excess of the normal rainfall for that calendar month and total number of days with more than 0.10 inches of rainfall in excess of the normal number of such days for that calendar month. Normal values shall be taken as published in "Climatography of the United States No. 20 for North Carolina"; or

- C. Suspension of the Work as order by the Owner; or
- D. Delays in critical work by others that is not part of this Contract; or
- E. Significant additions to the scope of the Work.

The Contractor shall bear the burden of proof that a delay has been caused by factors outside his control, shall clearly demonstrate how the delay impacts the critical path of the Work as shown on his work schedule as last revised, and shall demonstrate that he has made reasonable and prudent efforts to overcome the impact of the delay on the critical path. With respect to item (b) above, a condition precedent to meeting its burden of proof will be the monthly submission to the owner of a statement of the number of days, if any, the Contractor was prevented from prosecuting the Work during the immediately preceding month due to excessive rainfall.

3.6 FAILURE TO COMPLETE PUNCH LIST ON TIME

The Contractor shall complete all punch list items determined by the Owner within thirty (30) calendar days. Should the Contractor fail or refuse to complete all punch list items to the satisfaction of the Owner within the said 30-day period, the Owner shall have the right to complete all said punch list items. In such event, Owner shall be entitled to recover from Contractor the Owner's actual costs incurred in completing such punch list items, plus any and all consequential damages and costs incurred by Owner as a result of Contractor's failure to complete such punch list items. Failure to complete all punch list items within thirty (30) calendar days, shall be considered Default of Contract and shall result in loss of any remaining retainage otherwise due to the Contractor.

3.7 DEFAULT AND TERMINATION OF CONTRACT

The Contractor shall be considered in default and such default will be considered as cause for the Owner to terminate the Contract for any of the following reasons if the Contractor:

- A. Fails to begin the Work under the Contract within ten (10) calendar days of the date of commencement specified in the "Notice to Proceed"; or
- B. Fails to perform the Work or fails to provide sufficient workers, equipment or materials to assure completion of the Work in accordance with the terms of the Contract; or
- C. Performs the Work unsuitably or neglects or refuses to remove materials or to perform anew such Work as may be rejected as unacceptable and unsuitable; or
- D. Discontinues the prosecution of the Work; or
- E. Fails to resume Work which has been suspended within a reasonable time after notice to do so; or
- F. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- G. Allows any final judgment related to the Project to stand against him unsatisfied for a period of 10 days; or
- H. Makes an assignment for the benefit of creditors; or
- I. Fails to perform any covenant of this Contract, or
- J. For any other cause whatsoever, fails to carry on the Work in an acceptable manner.

Should the Owner consider the Contractor in default of the Contract for any reason hereinbefore, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If Contractor or Surety shall fail to cure such default within 10 calendar days after such written notice from the Owner of the existence of such default or, if such default cannot with reasonable diligence be cured within a period of 10 calendar days, then upon the failure of the Contractor to commence to cure such default within said 10-day period and to proceed with due diligence to complete the remedying of said default; then the Owner will, have full power and authority, without violating the Contract, to terminate the Contract and/or to take control of the Work.

All costs and charges incurred by the Owner, together with the cost of completing the Work, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

3.8 TERMINATION FOR CONVENIENCE

At any time after the acceptance of this Contract, the Owner shall have the absolute right to terminate the entire Contract or any part thereof for any reason whatsoever.

3.9 ACTIONS UPON TERMINATION OR TERMINATION FOR CONVENIENCE

Upon receipt of such notice of termination, the Contractor shall:

- A. Stop the performance of the Work.
- B. Take any other action toward termination of the Work which the Owner directs, including but not limited to:
 - 1. Stabilization of the unfinished site to meet the conditions of the erosion and sediment control permit and at the direction of the Department of Environment and Natural Resources.
 - 2. Maintain the necessary traffic control devices until all potential hazards due to unfinished construction activities have been removed and/or to the satisfaction of the Owner. Traffic control devices that are determined by the Owner to remain shall become the property of the Owner.
 - 3. Complete any pay item as directed by the Owner that if left uncompleted may result in a safety hazard.
 - 4. Deliver all paid stored materials stored off site and material stored on site to a location directed by the Owner.
 - 5. Remove all temporary facilities.
 - 6. Provide any necessary items of Work to secure the Site from public access as directed by the Engineer.

3.10 PAYMENT UPON TERMINATION

When the Contract, or any portion thereof, is terminated before completion of all pay items, payment will be made for the actual number of units or items of Work completed at the Contract price or as mutually agreed for items of Work partially completed.

If the Contract is terminated under Paragraph 3.9 (Termination for Convenience), reimbursement for organization of the Work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the Work and that are not incorporated in the Work shall, at the option of the Owner, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Owner.

If the sum of all previous payments and credits made by the Owner exceeds the sum payable due to the Contractor, such excess shall be refunded by the Contractor to the Owner immediately upon the determination of such excess by the owner.

If the Contract is terminated under Paragraph 3.8 (Termination for Convenience), the Contractor shall be paid a sum as profit determined taking the amount of profit the Contractor would have received upon completing this Contract, multiplied by a fraction, the numerator of which is the value of the Work completed as of the date of receipt of the notice of termination and the denominator of which is the Contract Price.

Termination of the Contract or a portion thereof shall neither relieve the Contractor of his/her responsibilities for the completed Work nor shall it relieve his/her surety of its obligation for and concerning any just claim arising out of the Work performed.

The Owner shall be given full access to all books, cost records, correspondence and papers of the Contractor relating to the Contract in order to determine amounts to be paid the Contractor due to any termination of the Contract.

3.11 PARTIAL ACCEPTANCE

If at any time during the prosecution of the Work the Contractor substantially completes a usable unit or portion of the Work, the occupancy of which will benefit the Owner, he may request the Owner to make final inspection of that unit. If the Owner finds upon inspection that the unit has been satisfactorily completed in compliance with the Contract, he may accept it as being completed, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the Contract.

3.12 FINAL ACCEPTANCE

Upon due notice from the Contractor of presumptive completion of the entire Work, the Owner will make an inspection. If all construction provided for and contemplated by the Contract is found to be completed in accordance with the Contract Documents, such inspection shall constitute the final inspection. The Owner shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any Work, in whole or in part, as being unsatisfactory, the Owner will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the Work, another inspection will be made which shall constitute the final inspection, provided the Work has been satisfactorily completed. In such event, the Owner will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

END OF PROSECUTION AND PROGRESS

4. MEASUREMENT AND PAYMENT

4.1 MEASUREMENT OF QUANTITIES

All Work completed under the Contract will be measured by the Owner, or his/her authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of Work performed under the Contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the Engineer.

Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.

Unless otherwise specified, all pay items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

In computing volumes of excavation the average end area method or other acceptable methods will be used.

The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inches.

The term "ton" will mean the short ton consisting of 2,000 pounds avoirdupois. All materials which are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designated by the Engineer. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the Engineer directs, and each truck shall bear a plainly legible identification mark.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable to the Engineer, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

When requested by the Contractor and approved by the Engineer in writing, material specified to be measured by the cubic yard may be weighed, and such weights will be converted to cubic yards for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Bituminous materials will be measured by the gallon or ton. When measured by volume, such volumes will be measured at 60°F or will be corrected to the volume at 60°F using ASTM D 4311 for asphalts or ASTM D 633 for tars.

Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.

When bituminous materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, may be used for computing quantities.

Cement will be measured by the ton or hundredweight.

Unless otherwise specified, timber will be measured by the thousand feet board measure (M.F.B.M.) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.

The term "lump sum" when used as an item of payment will mean complete payment for the Work described in the contract.

When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered by the Engineer in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such force account Work as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of this section.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gage, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales.

Scales shall be accurate within one-half percent of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the inspector before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed one-tenth of 1 percent of the nominal rated capacity of the scale, but not less than 1 pound. The use of spring balances will not be permitted.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the inspector can safely and conveniently view them.

Scale installations shall have available ten standard 50-pound weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Scales "over weighing" (indicating more than correct weight) will not be permitted to operate, and all materials received subsequent to the last previous correct weighing-accuracy test will be reduced by the percentage of error in excess of one-half of 1 percent.

In the event inspection reveals the scales have been "under weighing" (indicating less than correct weight), they shall be adjusted, and no additional payment to the Contractor will be allowed for materials previously weighed and recorded.

All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit Contract prices for the various items of the project.

When the estimated quantities for a specific portion of the Work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the Work will be made, unless the dimensions of said portions of the Work shown on the plans are revised by the Engineer. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

4.2 COMPENSATION FOR ACTUAL QUANTITIES

When the actual quantities of work vary from the estimated quantities, the Contractor shall accept as payment in full, so far as pay items are concerned, payment at the unit price for the quantities of work actually completed and accepted. No allowance will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly or indirectly from its unbalanced allocation of overhead and profit among the pay items, or from any other cause.

4.3 PARTIAL PAYMENT/RETAINAGE

Partial payments will be made at least once each month as the Work progresses. Said payments will be based upon estimates, prepared by the Contractor and approved by Owner, of the value of the Work performed and materials complete in place in accordance with the Contract Documents. Each invoice shall include the Contractor's Affidavit Release and Waiver of Claim and the Sales and Use Tax Certification Statement.

No partial payment will be made when the amount due the Contractor since the last estimate amounts to less than ten thousand dollars (\$10,000.00).

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the subsection titled ACCEPTANCE AND FINAL PAYMENT of this section.

From the total of the amount determined to be payable on a partial payment, five percent (5%) of such total amount will be deducted and retained by the Owner until final payment is made. The balance (%) of the amount payable, less all previous payments, shall be certified for payment. (G.S. 143-134.1)

4.4 ACCEPTANCE AND FINAL PAYMENT

When the Work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE, the Owner shall determine the actual quantities of the items of work actually performed. The Contractor shall approve the Owner's statement of actual quantities or advise the Owner of his/her objections which are based on disputes in measurements or computations of the final quantities. The Contractor and the Owner shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Owner's final statement of actual quantities. If, after such 30-day period, a dispute still exists, the Contractor may approve the Owner's statement of actual quantities under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection titled CLAIMS FOR ADJUSTMENT AND DISPUTES.

After the Contractor has approved, or approved under protest, the Owner's statement of actual quantities, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

4.5 LIENS

The final payment shall become due when the Contractor delivers to the Owner: (a) an affidavit stating, if that be in fact, that all subcontractors and suppliers have been paid in full, or if the fact be otherwise, showing the name of each subcontractor and supplier who has not been paid in full and the amount due or to become due each for labor, service or material furnished; (b) Consent of Surety, if any, to final payment; and (c) if required by Owner, other data establishing payment for satisfaction of all obligations, such as receipt, releases, and waivers of lien arising out of the Contract to the extent and in such form as designated by the Owner.

4.6 CLAIMS FOR ADJUSTMENT AND DISPUTES

If for any reason the Contractor deems that additional compensation is due him for work or materials not clearly provided for in the Contract Documents or previously authorized as Extra Work, he shall notify the Owner in writing of his/her intention to claim such additional compensation before he begins the work on which he bases the claim. If such notification is not given or the Owner is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Owner has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit his/her written claim to the Owner and the Engineer. Failure to do so within the time specified will constitute a waiver by Contractor of the claim.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

The following documentation and information must be presented in order to properly evaluate such claim:

- A. Definition of the basis of the claim, including a detailed identification of which materials and what work is considered to represent a change to the original contract, an explanation of why the work or material is different than what was called for by the original Contract, and an identification of the contract provisions and anything else which the Contract relied upon;
- B. An explanation of how and why the work which is considered a change will result in any additional cost or performance time for the Contractor;
- C. An identification of the categories of additional costs which may be incurred, an estimate of the dollar magnitude of each, and a statement of the impact this work will have on the construction schedule, including the contract completion dates;
- D. An indication of how the additional costs which is believed that may be incurred can be, and are to be, quantified;
- E. Documentation of any actual additional costs and any actual impact to the construction schedule due to this work;
- F. Documentation of the cost of performing all similar "unchanged" work, to provide the Engineer a basis for comparison;
- G. All backup and other documentation which are believed to support or relate to the claim;
- H. Documentation quantifying the amount of work which is believed to constitute this "changed" Work, and the time period and the areas where such work was or is to be performed.

4.7 CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final certificate nor payment, nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defect due thereto and pay for any damage to other Work resulting therefrom, which shall appear within a period of one year from date of final acceptance. Wherever the word "acceptance" occurs, it shall be understood to mean final acceptance.

The Owner shall give notice of observed defects with reasonable promptness. If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after the receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense. With respect to all warranties, expressed or

implied, from subcontractors, manufacturer, or suppliers for Work performed and materials furnished under this Contract, the Contractor shall:

- A. Obtain all warranties that would be given in normal commercial practice.
- B. Require all warranties to be executed, in writing, for the benefit of the Owner.

4.8 SUBSURFACE INVESTIGATION

The Contractor shall make his own subsurface investigations. Any information obtained by the Town as a result 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.

4.9 EXISTING UNDERGROUND UTILITIES/FACILITIES

The location of all existing underground utilities will be illustrated on the approved construction drawings for information purposes only. The Town will not be held liable for the accuracy of the utility locations, sizes, depths, or for completeness of utility information. Utility owners have been notified of the project. Each utility owner will be requested to attend the preconstruction conference to discuss potential conflicts and their schedule for relocation where required. All adjustments or relocations will be made by the utility owner unless otherwise indicated in the Contract Documents.

The owners of utilities in this project could include but not be limited to:

- AT&T
- Duke Energy
- North Carolina Department of Transportation
- PSNC Energy
- Piedmont Natural Gas Company
- Time Warner Cable
- Union County Public Works
- Union Power Cooperative
- Utilities, Inc. /Carolina Water Service
- Windstream

The Contractor shall adhere to the provisions of 1985 Underground Damage Prevention Act North Carolina General Statutes 887 Chapter 785 Senate Bill 168 Article 3. To assist the contractor and utility owners in meeting the requirements of this law, there is a "one call system" called "NC ONECALL".

Most major utilities with underground facilities in the State subscribe to this service. For calls originating within North Carolina, The NC ONECALL telephone number is **811**.

Contact Union County Public Works (704-296-4210) for water and sewer line and service locates.

For locates of utilities not members of NC One-Call contact the designated project manager.

Prior to construction, the Contractor shall notify all utility owners whose facilities will be affected to determine utility locations

The Contractor shall include the cost of any coordination and cooperation of utilities in his bid.

No additional compensation shall be allowed for delays or inconveniences sustained by the Contractor due to utility relocation or adjustments. No additional payment will be made for re-mobilization required by the utility's failure to relocate

utility at the request of the Contractor. The Contractor should refer to Section 108-10 (B) paragraph 3 of the Standard Specifications.

Where changes to utility facilities are to be made solely for the convenience of the Contractor, it shall be the Contractor's responsibility to arrange for such changes, and the Contractor shall bear all costs of such changes.

The Town will not assume nor accept any responsibility for charges assessed by private or public utility companies or from the NC Department of Transportation for damages sustained to their property by virtue of action on the part of the Contractor, nor for such charges as may be imposed by the utility or Department of Transportation for personnel to furnish field location of the facility. All such costs are to be borne by the Contractor within the unit prices and/or lump sum prices stated in the Bid.

4.10 MATERIALS TICKETS

All quantity tickets for items not measurable in place shall be submitted to the Project Inspector within forty-eight (48) hours after receipt of the material on the job. Each ticket shall indicate the date, contractor, job location and name, type of material, quantity of material, truck number and signature of the contractor or his authorized representative.

No tickets will be accepted after forty-eight (48) hours have elapsed between the time of delivery and submittal of tickets to the Project Inspector.

END OF MEASUREMENT AND PAYMENT

5. MISCELLANEOUS

5.1 VENUE

This Contract has been executed by, delivered to and accepted by the Owner in North Carolina, and the provisions hereof shall be governed by the laws of North Carolina. Any disputes arising out of or related to this Contract shall be resolved in accordance with said laws.

The parties agree that any action or legal proceeding arising out of or related to this Contract shall be brought in the state courts of Union County, NC or in the U.S. District Court for the Western District of North Carolina; and the parties hereby consent to and waive any objection to jurisdiction or venue in said courts.

5.2 INDEPENDENT CONTRACTOR

Contractor represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. Contractor shall act as an independent contractor and not as the agent of Owner in performing the Contract, maintaining complete control over its employees and all of its suppliers and subcontractors. Nothing contained in this Contract or any subcontract awarded by Contractor shall create any contractual relationship between any such supplier or subcontractor and Owner.

5.3 LAWS AND REGULATIONS

Contractor and its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules or regulations in effect at the time Work is performed under this Contract.

5.4 INDEMNITY

Contractor agrees to defend, indemnify and hold harmless the Owner, its officers, employees and agents from any and all claims, suits, actions, damages, expenses, costs (including attorneys' fees if applicable) or fines, arising from Contractor's performance of this Contract; provided that Contractor shall not be liable for any injury, damage or loss occasioned by the sole negligence of Owner, its officers, employees or agents. Contractor shall purchase insurance, as described in this Section, which insurance shall provide coverage for this contractual liability. In any case in which Contractor provides a defense to the Owner, its officers, employees or agents, pursuant to his indemnity, the defense will be provided by attorneys reasonably acceptable to the Owner. The provisions of this Section shall survive the expiration or early termination of this Agreement.

5.5 INSURANCE

- A. Commercial General Liability Insurance. Contractor shall maintain in force during the term of this Contract commercial general liability insurance, in an amount acceptable to Owner but no less than One Million Dollars (\$1,000,000) per occurrence. This insurance shall include coverage for products/completed operations, bodily injury, personal injury, property damage and the contractual liability assumed under the indemnity provision of the Contract. The policy shall be occurrence-based and name the Owner as an additional insured.
- B. Vehicle Liability Insurance. Contractor shall maintain in force during the term of this Contract liability insurance covering the operations of Contractors' owned, non-owned and hired automobiles and other ground vehicles, for limits satisfactory to Owner but not less than One Million Dollars (\$1,000,000) bodily injury and property damage each occurrence. The policy shall be occurrence-based and name the Owner as an additional insured.

- C. Worker's Compensation and Employer's Liability Insurance. Contractor shall maintain worker's compensation and employer's liability insurance in the amounts and form required by the laws of the State of North Carolina.
- D. A certificate evidencing all insurance coverage required of Contractor shall be filed with the Owner at the execution of this Contract, and such certificate shall provide that such insurance coverage will not be canceled or reduced without at least thirty (30) day's prior written notice to the Owner. At least ten (10) days prior to the expiration of any such policy, a certificate showing that such coverage has been renewed shall be filed with the Owner. If such insurance coverage is canceled or reduced, the Contractor shall within fifteen (15) days after receipt of written notice from the Owner of such cancellation or reduction in coverage, file with the Owner a certificate showing the required insurance has been reinstated or provided through another insurance company or companies. The company or companies furnishing insurance shall be qualified to issue insurance effective in the State of North Carolina.
- E. Payment and Performance Bonds. Contemporaneously with Contractor's execution of the Contract Documents, Contractor shall supply the Owner with a Performance Bond and a Payment Bond, each in an amount equal to the estimated Contract Price.

5.6 CONTRACT MEETINGS

The Contractor shall, as requested by Owner, attend any and all meetings called by Owner to discuss the Work. Such meetings shall be conducted and recorded by the Contractor with minutes of each meeting distributed to Owner and Contractor.

5.7 SUCCESSORS, ASSIGNEES AND ASSIGNMENT

Contractor shall not assign, transfer, convey or otherwise dispose of the Contract or its right, title or interest in or to the same or any part thereof, without previous written consent of the Owner and concurred to by the sureties.

5.8 AUDIT RIGHTS

The Owner shall have the right to inspect, examine and make copies of any and all books, accounts, records, and other writings of contractors relating to the performance of the Work under the Contract, including change orders. Such audit rights shall be extended to any duly authorized representatives designated by the Owner. Audits shall take place at times and locations mutually agreed upon by both parties, but not later than one week following the date of a request for an audit.

5.9 OSHA REQUIREMENTS

The Contractor shall comply with OSHA and all other applicable regulations.

5.10 TAX STATEMENT SUBMITTAL

- A. 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.
- B. 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 tax and County tax paid.
- C. 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.

- D. 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.”

5.11 PROJECT CLOSEOUT SUBMITTALS

The Contractor shall submit two (2) copies (except as noted) of the following documents. Each document shall be an original, signed, and notarized where requested. Final payment will not be made until all documents are submitted:

- A. Final Application and Certificate for Payment with Sales and Use Tax Certification Statement.
- B. Contractor’s Affidavit Release and Waiver of Claim
- C. Consent of Surety to Final Payment (contracts equal to or exceeding \$100,000) (AIA Document G707).
- D. Guarantees, Warranties, and Test Results required by the Contract Documents.
- E. Operation and Maintenance Manuals and spare parts or materials (as required).

END OF MISCELLANEOUS

CONTRACTOR'S AFFIDAVIT RELEASE AND WAIVER OF CLAIM

STATE OF _____ COUNTY OF _____

_____, of
(Name) (Title)

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

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 is 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 Indian Trail, or property of the Town of Indian Trail, 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 Indian Trail harmless for any amount that the Town of Indian Trail is required to pay to discharge such lien or settle such claim and, further, will pay the Town of Indian Trail's 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 Indian Trail, 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 Indian Trail arising in any manner from the construction of the above-described project.

By: _____

Title: _____

Date: _____

Subscribed and sworn before me this
the ____ day of _____, 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

NOTARY SEAL

VI. DISPUTE RESOLUTION REQUIREMENTS

**DISPUTE RESOLUTION REQUIREMENTS (“Requirements”)
FOR CERTAIN TOWN OF INDIAN TRAIL CONTRACTS**

In accordance with N.C.G.S. § 143-128 (f1), these Requirements establish the dispute resolution process for all Town building construction projects that cost over \$300,000, exclusive of land acquisition and design costs (“Eligible Projects”).

This dispute resolution process will be available to all parties involved in the Town’s Eligible Projects, including the Town, the architect, the construction manager, the contractors, and the first-tier and lower-tier subcontractors. Therefore, it is the Town’s policy that the following clauses are hereby made part of all contracts executed by the Town on Eligible Projects.

1. It is understood and agreed that NCGS 143-128(g-h) requires that disputes arising under an agreement for the erection, construction, alteration or repair of a building be subject to a dispute resolution process specified by the owner. In compliance with this statutory provision, the Town specifies this Article as the dispute resolution process to be used on Eligible Projects. It is further understood and agreed that this dispute resolution process is based on non-binding mediation and will only be effective to the extent that the Parties to any mediated dispute participate in the mediation in good faith. It is also understood and agreed that the Town is under no obligation under any circumstance to secure or enforce the participation of any other Party in the mediation of any dispute subject to this Article and GS 143-128(g-h).
2. Any dispute arising between or among the Parties listed in Section 4 of this Article that arises from an agreement to construct the Eligible Project, including without limitation a breach of such agreement, shall be subject to non-binding mediation administered by the American Arbitration Association under its Construction Industry Mediation Rules (“Rules”), except as otherwise expressly set forth in this Article. To the extent any provision of the Rules is inconsistent with the provisions of this Article, the provisions of this Article shall control. To the extent any provision of this Article is inconsistent with the dispute resolution provisions of any contract between or among the Parties, this Article shall control. The mediation provided in this Article is in lieu of any dispute resolution process adopted by the North Carolina State Building Commission, which process shall not apply to this Eligible Project.
3. For purposes of this Article the following definitions shall apply:
Construct or *construction* refers to and includes the erection, construction, alteration or repair of the Eligible Project; and
Party or *Parties* refers to the parties listed in Section 4 of this Article.
4. The Town and any Party contracting with the Town or with any first-tier or lower-tier subcontractor for the construction of the Eligible Project agree to participate in good faith in any mediation of a dispute subject to this Article and GS 143-128(g-h), including without limitation the following Parties (if any): architect(s), engineer(s), surveyor(s), construction manager, construction manager at risk, prime contractor(s), surety(ies), subcontractor(s), and supplier(s).
5. In order to facilitate compliance with GS 143-128(g-h), all Parties shall include this Article in every agreement to which it (any of them) is a Party for the Eligible Project without variation or exception. Failure to do so will constitute a breach of contract, and the Party failing to include this Article in any agreement required by this Article shall indemnify and hold harmless the remaining Parties from and against any and all claims, including without limitation reasonable attorney fees and other costs of litigation, arising in any manner from such breach. Notwithstanding the foregoing provisions of this Section, it is expressly understood and agreed that the Parties are intended to be and shall be third-party beneficiaries of the provisions of this Article and can enforce the provisions hereof.
6. a. The following disputes are not subject to mediation:
 - i. A dispute seeking a non-monetary recovery; and
 - ii. A dispute seeking a monetary recovery of \$15,000 or less.

- b. A dispute seeking the extension of any time limit set forth in an agreement to construct the Project shall be subject to mediation pursuant to this Article and GS 143-128(g-h), but only if the damages which would be suffered by the Party seeking the extension would exceed \$15,000 if the disputed extension is denied. To the extent that liquidated damages are set forth in such agreement as the measurement of damages for failure by such Party to meet such time limit, such liquidated damages shall be the exclusive standard for determining the amount of damages associated with such dispute.
7. For purposes of this Article, a dispute is limited to the recovery of monetary damages from the same transaction or occurrence against a single Party or two or more Parties alleged to be liable jointly, severally or in the alternative. Two or more disputes may not be consolidated or otherwise combined without the consent of all Parties to such disputes.
 8. In addition to such matters as are required by the Rules, a request for mediation shall include the amount of the monetary relief requested.
 9. Prior to requesting mediation, a Party must form a good faith belief that it is entitled under applicable law to recover the monetary amount to be included in the request from one or more of the remaining Parties. Such belief must be based on a reasonable and prudent investigation into the dispute that is the subject of the request. The request for mediation must be based on such investigation and may not include any amount or the name of any remaining Party, unless supported by such investigation and good faith belief by the Party requesting the mediation.

In addition, prior to requesting mediation, the initiating Party must request a pre-mediation meeting of the principals of the Parties engaged in the dispute. Such request for a pre-mediation meeting shall be made in writing and upon at least 10 business days' notice of the requested meeting date.
 10. If a Party breaches any provision of Section 9, it shall indemnify and hold harmless all other Parties from any costs, including reasonable attorney fees and other costs of litigation, and damages incurred by such other Parties that arise from such breach.
 11. All expenses incurred by a Party to a dispute in preparing and presenting any claim or defense at the mediation shall be paid by the Party. Such expenses include without limitation preparation and production of witnesses and exhibits and attorney fees. All other expenses of the mediation, including filing fees and required traveling and other expenses of the mediator, shall be borne as follows: one half by the Party requesting the mediation, with the remaining parties paying equal shares of the remaining expenses and costs; provided that, if the Town is named as a party to the mediation, the Town shall pay at least one-third of the mediation expenses and costs divided among the Parties. If more than one Party to a dispute requests a mediation, the mediation expenses and costs to be divided among the Parties shall be borne equally by the Parties to the dispute; provided that, if the Town is named as a party to the mediation, the Town shall pay at least one-third of the mediation expenses and costs divided among the Parties.

All expenses incurred by a Party in preparing for, holding and attending a pre-mediation meeting of principals shall be paid by that Party.
 12. The mediation shall be held at a location agreeable to the mediator and all of the Parties; provided that, if no agreement can be reached, the mediation will be held at such location in Union County, as the mediator shall determine.
 13. The provisions of this Article are subject to any other provision of this Agreement concerning the submission, documentation and/or proof of any claim or dispute. Such other provisions shall apply in full force and shall be satisfied as a condition precedent to mediation pursuant to this Article.
 14. The Parties understand and agree that mediation in accordance with this Article shall be a condition precedent to institution of any legal or equitable proceeding seeking monetary recovery based on any dispute that is subject to mediation pursuant to this Article.

END OF DISPUTE RESOLUTION REQUIREMENTS

VII. SPECIFICATIONS

7.1 ASPHALT

All asphalt used in the construction of this project shall consist of all elements covered by Section 610 of the Standard Specifications.

All cost associated in raising utilities (sewer manholes, water valve boxes, etc.) or removal/hauling away existing asphalt during paving operations shall be included in the unit price bid for Asphalt.

All work associated in the adjustment of utilities shall be in accordance with Section 858 of the Standard Specifications.

7.2 CONCRETE

A. Compressive Strength

All concrete used in the construction of this project shall be 3600 PSI strength at twenty-eight (28) days, unless otherwise specified. No adjustment will be allowed for the required use of high-early strength concrete. When the Contractor is requested to use high-early strength concrete in certain areas, he must furnish a copy of the delivery ticket to the project inspector prior to allowing traffic to proceed across the item in question before the required seven-day curing period.

Concrete cylinders shall be prepared by the Town's designated materials testing firm. It shall be the responsibility of the Contractor to protect the cylinders until such time as they are taken to the designated materials testing laboratory. Not less than five (5) cylinders (six (6) for structures) shall be made for each day's pour.

B. Slump

The maximum slump of the concrete used on the project shall be as defined in Section 1000 of the Standard Specifications. The Town's designated testing firm shall provide all equipment necessary to test the slump of the concrete and at a frequency established by the Engineer and in accordance with ASTM C 143. The sample taken for determination of slump will be obtained immediately prior to the concrete being discharged onto the project. Concrete failing to meet requirements for slump will be subject to rejection.

C. Air Content

The air content of the concrete used on this project shall be as defined in Section 1000 of the Standard Specifications. The Town's designated testing firm shall provide all equipment necessary to test the air content of the concrete and shall test the air content at a frequency established by the Engineer. The sample taken for the determination of air content will be obtained immediately prior to the concrete being discharged onto the project. Concrete failing to meet specification requirements for air content will be subject to rejection.

D. Acceptance and Testing Standards

Concrete batching, sampling, testing and evaluation shall be done in accordance with the standards listed below:

ASTM C94	Standard Specifications for Ready Mixed Concrete
ASTM C172	Standard Method of Concrete Sampling
ASTM C470	Tentative Specification for Molds for Forming Concrete Test Cylinders Vertically
ASTM C31	Standard Method of Making and Curing Concrete
ASTM C143	Standard Method of Test for Slump of Portland Cement Concrete
ASTM C42	Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
AASHTO T199-72	Air Content of Freshly Mixed Concrete by the Chace Indicator
ASTM C231-82	Standard Test for Air Content of Freshly Mixed Concrete by the Pressure Method

E. Concrete Finishes

The type of finish required will be that required by the section of specifications directly applicable to the work being constructed. All exposed surfaces of retaining walls, structures, and etc. shall be given a Class 2 finish as described by Section 420-18 (f) of the Standard Specifications unless indicated otherwise in the plans.

F. Compressive Strength Quality Assurance for Incidental Concrete

The following Quality Assurance Specifications shall apply only to incidental concrete used in the construction of this project. Incidental concrete shall be defined as any concrete not used in the construction of rigid pavement or any concrete that is not an integral part of a structure. The acceptability of any questionable structural concrete used in the construction of this project will be evaluated on a case by case basis.

It is the intent of these specifications to provide an equitable means of accepting materials that may vary slightly from the specification range stated in the Standards Specifications in lieu of total rejection, removal, repair or non-payment. The Engineer will determine acceptability of materials in accordance with the applicable sections of these specifications. When materials are not within specification limits, an adjusted payment may be allowed as delineated in these specifications, except where the level and variability of test results indicate a degree of noncompliance with requirements so great as to make the material unacceptable. Unacceptable material shall be either re-worked or replaced at no additional cost to the Town. The Engineer reserves the right to reject questionable material at any time in lieu of making reduced payment.

Concrete will be tested and accepted with respect to compressive strength on the basis of the average test results of concrete test cylinders. It shall be the responsibility of the Town's designated testing firm to prepare test cylinders in accordance with ASTM C31. It shall be the Contractor's responsibility to adequately protect the cylinders until such time as they are taken by the Town's designated testing firm to an approved Materials Laboratory for curing and testing. If the average strength of concrete cylinder test results fail to attain the specified minimum compressive strength at twenty-eight (28) days but meets or exceeds 70% of the minimum compressive strength, the Engineer will have the option of instructing the Contractor to replace all concrete represented by those cylinders with concrete meeting specifications or of allowing the concrete to remain in place at a reduced contract price. The contract unit price for such concrete left in place shall be reduced by the following formula:

$$\text{Reduced Unit Price} = \text{Contract Unit Price} \times \frac{\text{Avg. Strength of Test Cylinders at 28 Days}}{\text{Specified min. Compressive Strength}}$$

In the event that concrete cylinder tests fail to meet minimum compressive strengths at twenty-eight (28) days, the Contractor will have the option of taking cores from the concrete in question at the Contractor's expense. Cores must be taken and tested in accordance with ASTM C42. The average compressive strength of cores which are correctly tested shall then be used as the basis for acceptance of concrete in lieu of concrete test cylinder results discussed above. The above criteria for acceptance of concrete with respect to compressive strength shall then be applied to core test results. Cores must be taken thirty-one (31) days after placement of concrete. Cores will be tested by the Town's designated testing firm. A minimum of three (3) cores shall be taken from questionable concrete, unless otherwise specified by the Engineer. Cores shall be taken from locations selected by the Engineer.

If the average strength of the concrete test results (cylinders and cores) fail to attain seventy percent (70%) of the specified minimum compressive strength at twenty-eight (28) days, all applicable concrete shall be rejected. The Contractor, at no additional cost to the Town, shall remove the rejected concrete and replace it with concrete meeting specifications.

7.3 EROSION AND SEDIMENTATION CONTROL MEASURES

The Contractor shall install and maintain all erosion and sedimentation control measures and devices necessary to comply with the Erosion and Sedimentation Control Plan and applicable local and state ordinances and laws. All erosion and sedimentation control measures and devices shall be installed prior to beginning clearing or grading operations. Such devices shall be maintained in proper working condition from installation throughout the duration of the Project.

The Contractor shall indemnify and hold harmless the Town for any penalties imposed against the Town by any local or state agency for the Contractor's failure to install and properly maintain erosion and sedimentation control devices. The Contractor shall immediately correct any deficiencies in erosion and sedimentation measures identified by the Town or local or state agency. If the Contractor fails to correct the deficiencies within 24 hours after notification, the Town will have such corrections performed and assess the cost of these corrections plus a 100% surcharge against the Contractor.

The Contractor will install silt bags in all catch basins that are located in the construction area where proposed asphalt paving, widening, asphalt surface treatments or rehabilitation of the existing subgrade is being performed. These devices will be monitored on a per week basis.

If any borrow or waste areas are to be utilized, it shall be the responsibility of the Contractor to notify the property owner that the property owner is responsible for any damage occurring from the site, either as part of the agreement with the Contractor, or on his own. All work, sediment control structures, and seeding will be at the cost of the property owner or Contractor. The Town will not participate in the cost of this work on the waste or borrow areas. Prior to final payment being made, the Contractor shall obtain a release from the property owner of the borrow or waste site utilized for the Project.

There shall be no separate payment for Erosion and Sedimentation Control Measures.

7.4 ASPHALT PLANT MIX, PAVEMENT REPAIR

Unless otherwise shown in the plans, details, or as directed by the Engineer in the field, all asphalt street repairs will consist of digging out a minimum 5" depth specified area and replacing it with Intermediate Course (I 19.0 B) and topped with Surface Course (SF 9.5A). For street repairs exceeding 5" depth, Base Course (B 25.0B) may be incorporated as approved by the Engineer. Pavement layer depths will adhere to the NCDOT Superpave Guidelines. If the repaired area is not topped with Surface Course (SF 9.5A) in a suitable time frame, the area in question will be inspected again and if found to be unsuitable the Contractor will replace the area at no cost to the Town.

7.5 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 a minimum of 2" deep, a maximum of 1/8" thick, and minimum 1' wide before breaking and removing adjacent pavement.

When the Contractor proposes to saw pavement more than one foot from the proposed pavement (curb, sidewalk, structure, etc.), 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 proper unit price bid line items. **This includes work on existing streets that have been repaired using Full Depth Pavement Recycling.**

7.6 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.

All work covered in this special provision shall be in accordance with, and all materials shall conform to, the requirements of the Charlotte Mecklenburg's "Landscape Construction Standards".

7.7 STORM DRAINAGE STRUCTURES & PIPES

The Contractor shall build inverts in all drainage structures. Inverts shall maintain pipe flow-line and shape with a minimum depth of 1/8th the pipe diameter and a minimum side slope of 2 inches per foot unless otherwise directed by the Engineer. There will be no separate measurement or payment for this work, as it will be considered incidental to the construction of drainage structures.

All storm drainage structures shall be masonry. No pre-cast drainage structures are allowed without prior written approval from the Engineer.

The Contractor shall provide written verification to the Engineer that all storm drainage pipes have been installed at the proposed slopes as shown on the plans or as directed by the Engineer prior to placing subgrade material over the pipes.

END OF SPECIFICATIONS

VIII. PROJECT SPECIAL PROVISIONS

PROJECT SPECIAL PROVISIONS

8.1 SP1 – MOBILIZATION

Description: Work covered by this special provision consists of preparatory work and operations which must be performed or for costs incurred prior to beginning work on the Contract.

Payment: Payment for the entire lump sum price for the item of “Mobilization” will be made with the first pay request paid on the Contract. The bid price shall not exceed 3% of the total amount bid for the items in this Contract, excluding Mobilization.

Payment will be made under:

MOBILIZATION.....LS

8.2 SP2 – GEOTEXTILE FABRIC

Description: Work covered by this special provision consists of furnishing, installing, and maintaining geotextile fabrics at locations shown on the map, plans, or as directed by the Engineer. Material shall be installed per the manufacture’s recommendations. The Engineer has authority to revise methodology at any time during the installation.

Construction Methods: The geotextile fabric shall be in accordance with Section 1056 “Geosynthetics” from the Standard Specifications. Fabric shall be overlapped at the edges per the manufactures’ specifications and/or the Engineer’s recommendations. Payment will not be made for any geotextile which is not properly installed and maintained.

Measurement: The quantity of geotextile fabric to be paid for will be the actual number of square yards installed and accepted.

Payment: Payment for geotextile fabric will be the number of square yards (SY) of fabric measured in place. Such payment will be full compensation for all work covered by this special provision, including but not limited to furnishing, installing, and maintaining all fabric sections.

Payment will be made under:

GEOTEXTILE FABRICSY

8.3 SP3 – ASPHALT SPEED TABLES

Description: Asphalt Speed Tables will be parabolic type, 22’w x 30’l x 3.75’h, with 6’ parabolic ends and a 10’ flat top. The work covered by this special provision consists of all elements of asphalt work covered by Sections 610 - 620 of the Standard Specifications, and the work listed in the following items:

- 1) Asphalt tack coat which will be in accordance with Section 605 “Asphalt Tack Coat” of the Standard Specifications.
- 2) Asphalt milling which will be in accordance with Section 607 “Milling Asphalt Pavement” of the Standard Specifications.
- 3) Any signage or obstacles that may need to be removed/replaced due to safety or visual concerns with the location of the speed tables.
- 4) The striping of each side of each asphalt speed table in accordance with the latest version of “MUTCD for Streets and Highways”, and Section 1087 and 1205 of NCDOT’s “Standard Specifications for Roads and Structures” manual.
- 5) The installation of signing in accordance with the attached detail and the latest version of “MUTCD for Streets and Highways”.

Payment: The quantity of Asphalt Speed Tables to be paid for will be the actual number of speed tables installed and accepted. This payment will be full compensation for all elements of work required to complete the Project as specified.

Payment will be made under:

ASPHALT SPEED TABLES.....EA

8.4 SP4 – TRAFFIC CONTROL

Beginning Work and Street Closings: The Contractor is responsible for notifying the appropriate agency of any work where the number of travel lanes is reduced from normal conditions. The Contractor shall install advance warning signs and/or message boards for the Project. These signs shall be in place for one week before construction activity begins. The Contractor shall begin construction activity on a street on the scheduled date for the closing of the travel lane.

During daily construction work hours, the Contractor will maintain at least one lane of traffic. The Contractor shall not narrow or close any travel way during the peak hours of 7:00 am to 9:00 am and 4:00 pm to 6:00 pm Monday through Friday. During periods of construction inactivity, all lanes of traffic will be open unless otherwise shown on the plans or noted in the specifications.

Traffic Control Plan: Traffic control will be performed by the Contractor based upon the current NC Traffic Control In Work Zones Standards Provisions.

The current edition of the Manual on Uniform Traffic Control Devices, the current edition of the North Carolina Department of Transportation (NCDOT) Supplement to the Manual on Uniform Traffic Control Devices for Streets and Highways, the NCDOT Roadway Standard Drawings and the current edition of the NCDOT Standard Specifications for Roads and Structures.

The Contractor shall maintain the traffic control as described herein unless the Contractor submits an alternate traffic control plan to the Engineer and it is approved by the Engineer. The Engineer may direct the Contractor to modify the traffic control if, in the Engineer’s opinion, traffic is not moving safely or efficiently.

Maintenance of Traffic: The Contractor shall maintain all travel lanes in accordance with the noted procedures and standards.

The Contractor shall use flagger control in accordance with the appropriate standard.

In areas of drop-offs and low shoulders, the Contractor shall backfill up to the edge and elevation of the existing pavement as directed by the engineer

The Contractor will be required to maintain ingress and egress to all businesses and dwellings, and easy access to fire hydrants.

The Contractor shall not work on both sides of the road simultaneously within the same area.

The Contractor shall provide adequate drainage under driveways and within the Project area for the duration of the Project.

The Contractor shall mark all hazards within the Project limits with well-maintained signs, barricades, warning and/or channelizing devices.

Traffic Control Devices: The Contractor shall furnish, install, operate, relocate, maintain and remove all temporary traffic control devices necessary for controlling traffic. All construction signs and barricades shall remain in place until the appropriate permanent signs and pavement markings are installed.

Pedestrian Considerations: The Contractor shall accommodate the needs of all pedestrians.

Equipment and Material Storage: During periods of construction inactivity, all construction materials and equipment shall be stored by the Contractor as directed by the Engineer.

Excavation and Trenches: Excavations and trenches that cannot be properly backfilled and patched prior to the end of the workday shall be secured as directed by the Engineer.

Measurement: There will be no separate measurement made for Traffic Control.

Payment: Traffic Control will be paid at the lump sum price for "Traffic Control". This payment will be full compensation for all elements of work required to complete the Project as specified.

Payment will be made under:

TRAFFIC CONTROL.....LS

8.5 SP5 – MATERIALS TESTING SERVICES

Description: The work covered by this special provision covers materials testing services. An ASTM certified testing laboratory will be selected by the Town to perform the required work which consists of but not limited to the following:

- A. Determine soil optimum moisture content and maximum dry unit weight;
- B. Determine soil shear strength;
- C. Perform field density testing of backfill material compaction;
- D. Provide proof-rolling observations and corrective recommendations/measures;
- E. Determine concrete compressive strength, slump, and air content (see Subarticle 6.2 CONCRETE).
- F. Perform density test on aggregate base course
- G. Pavement core verification samples for Quality Assurance.

All work shall be performed in accordance with appropriate and applicable standards.

The Contractor shall notify the Town 24 hours prior to any materials sampling and or testing.

The Town reserves the right to choose the frequency of testing needed for final acceptance of any and all work.

Payment: An allotted amount of funds will be shown on the Itemized Bid Form of this Contract. The Town will use this fund source to pay the materials testing services. The Contractor shall submit any invoices received by the testing firm with the monthly partial payment request. It will be the responsibility of the Contractor to pay all invoices submitted by the testing firm before acceptance and final payment can be issued as stated under Subarticle 4.4 "Acceptance and Final Payment", Section 4 "Measurement and Payment" of this Contract.

The Town will not bear any cost associated with testing results that indicate the work was not performed properly and/or did not meet the requirements of this Contract. All cost associated with the initial testing and any additional testing required to correct the work in question, will be paid for by the Contractor. The Town shall have the right to hold "Final Payment" if any outstanding unpaid cost to the testing firm hasn't been paid by the Contractor due to required retesting of failed Work. Until testing firm can attest to the Town that all payments due to them from the Contractor have been paid, the Town only recourse is to hold "Final Payment" until all dues are final.

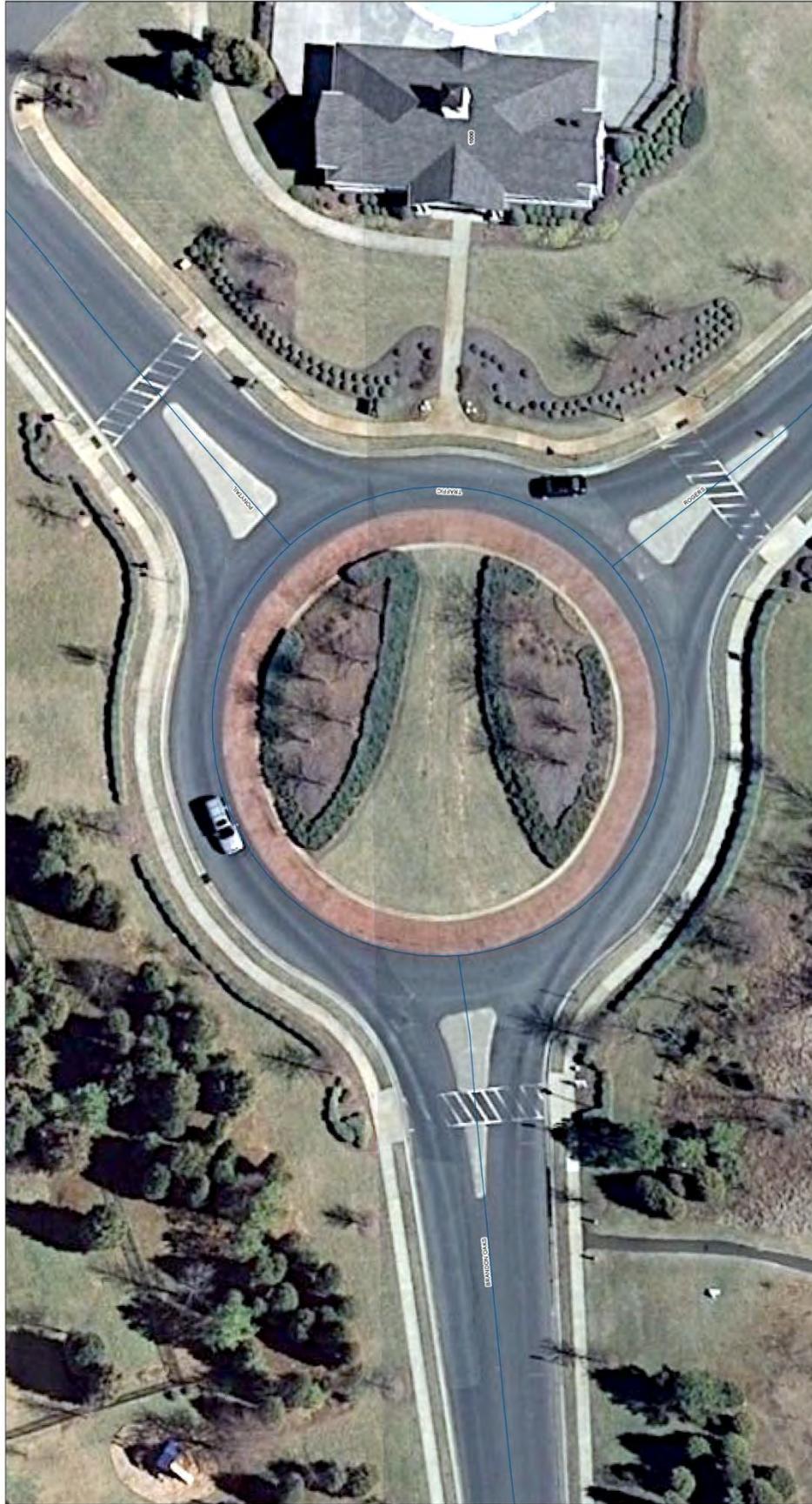
Payment will be made under:

MATERIALS TESTING SERVICES LS

END OF PROJECT SPECIAL PROVISIONS

IX. APPENDIX

APPENDIX A: LOCATION MAPS



**Branding Oaks Subdivision
Branding Oaks Pkwy
Indian Trail , NC**

**Proposed Asphalt
Roundabout Repairs**



Drawn By: **TODD HUNTSINGER**
Date Created: **07/10/2014**

NTS



Beacon Hills Subdivision
Clearwater Drive
Indian Trail , NC

Proposed Neighborhood
Traffic Calming Layout



Drawn By: TODD HUNTSINGER
Design By: SCOTT KAUFHOLD
Checked By: SCOTT KAUFHOLD
Date Created: 07/10/2014

NTS



**Village at Indian Trail
Stratford & Lauren Drive
Indian Trail, NC**

**Proposed Asphalt Patching/
Resurfacing Cul-de-sacs**



Drawn By: TODD HUNTSINGER
Date Created: 07/10/2014

NTS

APPENDIX B: SPEED TABLE DETAIL



Town of Indian Trail

Memo

TO: Mayor and Town Council

FROM: Scott J. Kaufhold, P.E., Director of Engineering and Public Works

COUNCIL DATE: July 22, 2014

SUBJECT: 2014 Stormwater Maintenance Contract

General Information:

Engineering Staff held an informal bid opening for the 2014 Stormwater Maintenance Contract on Wednesday, July 16, 2014. This will provide a source of funds for continuous work to improve and maintain the existing stormwater system.

Four (4) bids were submitted and ranged from \$261,951.50 to \$457,777.68. Following verification, staff recommends Bullseye Construction, Inc. with a bid of \$261,951.50 as the lowest responsive, responsible bidder.

Attachments:

1. Bid Results
2. Bullseye Construction, Inc. Bid Verification
3. 2014 Stormwater Maintenance Contract



Project Bid Opening Results

Project Title: 2014 Stormwater Maintenance Contract

Project No: 750-2014-006

Date: July 16, 2014, 10:00 am

Bidder's of Record	Bidder's Address	Bidder's City	Bidder's State	Amount Bid	Corrected Bid Amount	Pre-Bid Meeting	Addm 1 7/9/14	MBE
Bullseye Construction	581 North Polk Street	Pineville	NC	262,172.00	261,951.50	X	X	X
Carolina Cajun Concrete, Inc	7305 Stilwell Road	Matthews	NC	388,770.00	no change	X	X	X
Eagle Wood, Inc.	7680 Townsend Drive	Denver	NC	458,624.75	457,777.68	X	X	X
W. M. Warr & Son, Inc.	P.O. Box 3025	Indian Trail	NC	365,610.00	no change	X	X	X
Bids opened and recorded by Vicky Watts: <i>Vicky Watts</i>								

Vicky Watts

From: Adam McLamb
Sent: Wednesday, July 16, 2014 9:59 PM
To: Vicky Watts; Scott Kaufhold
Subject: Fwd: 2014 Stormwater Maintenance Contract

Adam McLamb
Civil Engineer I
Town of Indian Trail

Sent from my iPad

Begin forwarded message:

From: "kevin@bullseyeconstructioninc.com" <kevin@bullseyeconstructioninc.com>
Date: July 16, 2014 at 4:59:58 PM EDT
To: Adam McLamb <ajm@engineering.indiantrail.org>
Subject: RE: 2014 Stormwater Maintenance Contract

I am in agreement with the change and have made it on my end.

thanks,

Kevin Johnson, President
Bullseye Construction, Inc.
581 North Polk Street
Pineville, NC 28134
Phone 704-889-2855
Fax 704-889-2857
Mobile 704-451-9275

----- Original Message -----

Subject: 2014 Stormwater Maintenance Contract
From: Adam McLamb <ajm@engineering.indiantrail.org>
Date: Wed, July 16, 2014 4:47 pm
To: "kevin@bullseyeconstructioninc.com"
<kevin@bullseyeconstructioninc.com>

Kevin,

Thank you for bidding on the Town's 2014 Stormwater Maintenance Contract. There was a error of \$220.50 in your bid. This error was in the Contract Mobilization line item. The revised line item total will be \$7,629.50 with a total bid of \$261,951.50.

Please verify by response to this email that you are in agreement with these amounts.

Thanks,

Adam McLamb

Civil Engineer I



Engineering Department
130 Blythe Drive
Indian Trail, NC 28079

Office: (704) 821-1314
Fax: (704) 821-1381

[Town of Indian Trail Website](#)

PRIVACY WARNING: For auditing purposes, a copy of this message has been saved in a permanent database.





PROJECT MANUAL FOR

2014 Stormwater Maintenance Contract

PROJECT NUMBER:

750-2014-006

TOWN OF INDIAN TRAIL, NORTH CAROLINA



**Scott J. Kaufhold, P.E.
Director of Engineering and Public Works
Registered, North Carolina 024973**

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I. ADVERTISEMENT FOR BIDS

2014 Stormwater Maintenance Contract

The Town of Indian Trail will receive sealed bids for the following Project:

PROJECT NAME: 2014 Stormwater Maintenance Contract
PROJECT NUMBER: 750-2014-006
MANDATORY PRE-BID: Wednesday, July 9, 2014 at 10:00 a.m.
BID DUE DATE & TIME: Wednesday, July 16, 2014 at 10:00 a.m.

SCOPE OF WORK: This contract is for storm water maintenance and construction work within the Town limits of Indian Trail, N.C on a project-by-project basis. A work order (“Work Order”) will be developed for each project (“Project”) and will include a detailed scope of services.

The Contractor shall be prepared to work on multiple Projects simultaneously and have resources (manpower, supervision, and equipment) necessary to complete assigned Projects. As incentive to the Contractor for productivity and workmanship, the Town may renew this contract up to three (3) times not to exceed 1,460 contract days.

Interested bidders must obtain an official bid package in order to bid. Contract Documents are available for a non-refundable charge of \$20.00 (excluding tax) at the following:

Duncan-Parnell, Inc.
900 South McDowell Street
Charlotte, NC 28204
Phone: 704-372-7766 Fax 704-333-3845
www.dpibidroom.com

One copy of the Contract Documents will be available for reference at the Town of Indian Trail Engineering Department, 130 Blythe Drive, Indian Trail, NC 28079.

A Mandatory Pre-Bid Meeting will be held at 10:00 a.m. on Wednesday, July 9, 2014 in the Administrative Services Building Main Conference Room at 130 Blythe Drive, Indian Trail, NC 28079. Attendance at this meeting is required in order to bid on this project. The meeting will begin promptly at 10:00 a.m. Late attendees will not be admitted and will not be allowed to bid on the project.

Sealed Bids must be received by the Town’s Engineering Department at 130 Blythe Drive, Indian Trail, NC 28079, no later than 10:00 a.m. on Wednesday, July 16, 2014.

Bidders must be properly licensed under North Carolina state law to perform the work. A bid bond is not required for this contract. An MBE goal of 5% has been established for this contract.

For more project information, contact Vicky Watts, Engineering Contract Analyst, at 704-821-1314 or ybw@engineering.indiantrail.org.

Return sealed bid package to:

Town of Indian Trail
Engineering Department
PO Box 2430
130 Blythe Drive
Indian Trail, NC 28079

The Town of Indian Trail reserves the right to reject any and all bids and to waive any informalities or technicalities as it may deem to be in its best interest.

II. INSTRUCTIONS TO BIDDERS

The Town of Indian Trail (hereafter, the "Town") will receive sealed bids for the following Project:

PROJECT NAME:

2014 Stormwater Maintenance Contract

PROJECT NUMBER:

750-2014-006

SCOPE OF WORK:

This contract is for storm water maintenance and construction work within the Town limits of Indian Trail, N.C on a project-by-project basis. A work order ("Work Order") will be developed for each project ("Project") and will include a detailed scope of services. The Contractor shall be prepared to work on multiple Projects simultaneously and have resources (manpower, supervision, and equipment) necessary to complete assigned Projects.

As incentive to the Contractor for productivity and workmanship, the Town may renew this contract up to three (3) times not to exceed 1,460 contract days.

CONTRACT DOCUMENTS:

The Contract Documents include this Project Manual (which contains the Advertisement, Instructions to Bidders, Bid Documents, Agreement, Minority Business Enterprise Requirements, Supplementary General Conditions, Dispute Resolution Requirements, Specifications, Special Provisions, and Alternates) and the Plans & Drawings, and any addenda. Contract Documents are available at a charge of \$20.00 (non-refundable) and can be obtained at the following:

Duncan-Parnell, Inc.
900 South McDowell Street, Charlotte, NC 28204
Phone: 704-372-7766 Fax 704-333-3845
www.dpibidroom.com

A current email address **must** be provided at the time of contract purchase.

MANDATORY PRE-BID MEETING:

A Mandatory Pre-Bid Meeting will be held at 10:00 a.m. on Wednesday, July 9, 2014 in the Administrative Services Building's Main Conference Room at 130 Blythe Drive, Indian Trail, NC 28079. Attendance at this meeting is required in order to bid on this project. The meeting will begin promptly at 10:00 a.m. Late attendees will not be admitted and will not be allowed to bid on the project.

BID DEADLINE:

Bids must be received by the Town of Indian Trail Engineering Department at 130 Blythe Drive no later than 10:00 a.m. on Wednesday, July 16, 2014.

CONTENT OF BID:

Each Bid must contain the following fully-completed forms provided by the Town. **The following shall be submitted for bid consideration:**

- a) Acknowledgement of Addenda (page 12 of this Project Manual)
- b) Itemized Bid Form (page 13 of this Project Manual)
- c) MBE Form 1 (page 17 of this Project Manual)
- d) MBE Form 2 (page 18 of this Project Manual)
- e) MBE Form 3 (page 20 of this Project Manual)
- c) Representative Projects Form (page 21 of this Project Manual)
- d) Execution of Bid Form (page 22 of this Project Manual)

All Bids shall be placed in a sealed envelope with the following information printed on the outside of the envelope:

BID FOR:	_____
	<i>Project Name & Number</i>
BIDDER'S NAME:	_____
	<i>Contractor's Name</i>
DO NOT OPEN UNTIL:	_____
	<i>Bid Opening Date & Time</i>

BIDS ARE FIRM OFFERS:

All Bids shall be firm offers to contract for 180 days from the Bid Deadline.

BID PHASE CONTACT:

For questions regarding the Project or Instructions to Bidders, contact Vicky Watts at 704-821-1314 or vbw@engineering.indiantrail.org. The Town will attempt to answer all questions in writing by email. The Town will not make and bidders may not rely on oral representations.

ADDENDA:

Addenda will be filed in the project bid room at Duncan Parnell and sent by email to all persons who have requested Contract Documents. The Bidder shall be responsible for inquiring if Addenda have been issued.

SELECTION CRITERIA:

The Town shall select as the contractor ("Selected Bidder") the lowest responsive and responsible Bidder, as required by North Carolina General Statutes. Consideration will be given only to Bids from contractors who are properly licensed, bonded, experienced in the class of work proposed, and who can refer to projects of similar magnitude and character that have been completed by them. The Town also reserves the right to reject any and all Bids and to waive informalities and technicalities as it may deem to be in its best interest.

ONLY ONE BID PER ENTITY:

No entity or person may submit or participate in the submission of more than one Bid.

CONTRACT AWARD:

The Town will inform the Selected Bidder of its selection and request that the Selected Bidder submit the executed Agreement plus insurance certificates and payment and performance bonds. The Selected Bidder shall submit the requested documents so that they are received by the Town within 10 calendar days (or such other time as designated by Town) from the date of notice of selection. The Selected Bidder's failure to do so will result in forfeiture of its bid bond and this contract. The contract shall not be deemed awarded and this Agreement shall not be binding on the Town unless and until both the Selected Bidder and Town have both executed the Agreement.

MINORITY BUSINESS ENTERPRISE GOAL:

A MBE goal of 5% has been established for this contract. The established MBE goal is based on the sub-total of the estimated construction cost. The contingency amount is not considered.

END OF INSTRUCTIONS TO BIDDERS

III. BID DOCUMENTS

ACKNOWLEDGEMENT OF ADDENDA

PROJECT NAME: 2014 Stormwater Maintenance Contract

PROJECT NUMBER: 750-2014-006

ACKNOWLEDGMENT OF ADDENDA

The Bidder hereby acknowledges receipt of any addenda

NUMBER: _____ DATE: _____ INITIAL: _____

Contractor Name: _____

ITEMIZED BID FORM



TOWN OF INDIAN TRAIL
2014 STORM WATER MAINTENANCE CONTRACT
750-2014-006

Bid Tab

Contractor: _____

Item No.	Sect. No.	Item Description	Quantity	Unit	Unit Bid Price	Amount Bid
1	SP-1	Contract Mobilization (<i>not to exceed 3% of the sum of all other items</i>)	1	LS		
2	SP-2	Daily Mobilization (<i>not to exceed \$375.00 / day</i>)	160	DAY		
3	SP-3	Borrow Excavation	175	CY		
4	SP-4	Select Backfill Material	175	TN		
5	SP-5	Foundation Conditioning Material (#57 Stone)	125	TN		
6	SP-6	Haul Road Stabilization	100	SY		
7	SP-7	Rock Removal (by drilling and blasting, or jackhammering)	10	CY		
8	SP-8	Excavation for Ditches	100	CY		
9	305	15" Aluminized Steel Type 2 (ULTRA FLO), 16 GA.	50	LF		
10	305	18" Aluminized Steel Type 2 (ULTRA FLO), 16 GA.	50	LF		
11	305	24" Aluminized Steel Type 2 (ULTRA FLO), 16 GA.	80	LF		
12	305	30" Aluminized Steel Type 2 (ULTRA FLO), 16 GA.	80	LF		
13	305	36" Aluminized Steel Type 2 (ULTRA FLO), 16 GA.	80	LF		
14	305	60" Aluminized Steel Type 2 (ULTRA FLO), 16 GA.	120	LF		
15	305	15" Steel Flared End Sections, 16 GA.	2	EA		
16	305	18" Steel Flared End Sections, 16 GA.	2	EA		
17	305	24" Steel Flared End Sections, 16 GA.	3	EA		
18	305	30" Steel Flared End Sections, 14 GA.	3	EA		
19	305	36" Steel Flared End Sections, 14 GA.	2	EA		
20	310	15" R. C. Pipe Culverts, Class III	80	LF		
21	310	18" R. C. Pipe Culverts, Class III	100	LF		
22	310	24" R. C. Pipe Culverts, Class III	75	LF		
23	310	30" R. C. Pipe Culverts, Class III	75	LF		
24	310	36" R. C. Pipe Culverts, Class III	75	LF		
25	310	15" R. C. Flared End Sections	2	EA		
26	310	18" R. C. Flared End Sections	2	EA		
27	310	24" R. C. Flared End Sections	3	EA		
28	310	30" R. C. Flared End Sections	3	EA		
29	310	36" R. C. Flared End Sections	2	EA		
30	SP-9	Excavation for Pipe Installation (Trench Cuts 6'-10')	200	LF		
31	SP-10	Pipe Tie-In	4	EA		
32	SP-11	Pipe Collars	8	CY		
33	SP-12	Excavation For Pipe Collars to 5' Depth	8	EA		
34	SP-12	Excavation For Pipe Collars to 5' - 10' Depth	4	EA		
35	545	Incidental Stone Base	80	TN		
36	SP-13	Asphalt Pavement (Super Pave Mix)	80	TN		

37	838	Brick Masonry Endwalls	20	CY		
38	840	Masonry Drainage Structures	10	EA		
39	840	Masonry Drainage Structures	10	LF		
40	SP-14	Non-Standard Drainage Structures	10	CY		
41	SP-14	Reinforcing Steel	150	LB		
42	840	Frame With Grate (STD.840.16, STD.840.24, STD.840.03E)	8	EA		
43	840	Frame With Cover (STD. 840.54B)	4	EA		
44	848	Valley Curb and Gutter Specialty Frame and Grate	2	EA		
45	840	Pipe Plugs	4	CY		
46	858	Adjustment of Catch Basins, Manholes and Drop Inlets	3	EA		
47	858	Adjustment of Meter Boxes and Valve Boxes	2	EA		
48	SP-15	Pipe Removal	200	LF		
49	SP-16	Structure Removal	4	EA		
50	SP-17	Wall Removal	8	CY		
51	SP-18	Concrete Valley Gutter	150	LF		
52	SP-18	2'-6" Concrete Curb and Gutter	100	LF		
53	SP-18	4" Concrete Sidewalk	125	SY		
54	SP-18	6" Concrete Wheelchair Ramps	2	EA		
55	SP-18	6" Concrete Driveways	130	SY		
56	SP-19	4" Concrete Paved Ditch	40	SY		
57	876	Plain Rip Rap (Class A, Class B, Class I and/or Class II)	75	TN		
58	876	Filter Fabric For Drainage	150	SY		
59	SP-20	Matting for Erosion Control (100% Biodegradable Straw Matting)	600	SY		
60	SP-20	Matting for Erosion Control (100% Biodegradable Coconut Matting)	200	SY		
61	SP-20	Matting for Erosion Control (Composite Semi-Degradable Matting)	40	SY		
62	SP-20	Matting for Erosion Control (100% Synthetic Matting)	40	SY		
63	SP-21	Seeding and Mulching	2000	SY		
64	SP-22	Selective Undergrowth Removal	225	SY		
65	SP-22	Selective Tree Removal, 6" - 12" Diameter	8	EA		
66	SP-22	Selective Tree Removal, 12" - 24" Diameter	4	EA		
67	SP-22	Selective Tree Removal, 24" - 36" Diameter	4	EA		
68	1110	Work Zone Signs	400	SF		
69	1135	Cones	30	EA		
70	1145	Barricades (Type III)	64	LF		
71	1510	3/4" Water Line (Copper pipe per NCDOT Std. 1036)	50	LF		
72	1605	Temporary Silt Fence	200	LF		
73	SP-23	Tree Protection Fence	100	LF		
74	SP-24	Chain Link Fence (4' or 5')	80	LF		
75	SP-24	Standard Gate (4' or 5')	2	EA		
76	SP-24	Chain Link Fence Reset	100	LF		
77	SP-25	4' Split Rail Fence (2-Rail or 3-Rail)	80	LF		
78	SP-25	2' x 4' Wire Fabric	60	LF		
79	SP-25	4' Split Rail Fence (Standard Gates)	2	EA		
80	SP-25	4' Split Rail Fence (Standard Gate Reset)	2	EA		
81	SP-26	4" Subsurface Drainage System	20	LF		

82	SP-27	4" PVC & 4" DIP Sanitary Sewer Service Line Relocation/Replacement	40	LF		
83	SP-28	Pumping (Dewatering)	4	DAY		
Labor Rates						
84	SP-29	Foreman and Pickup	125	HR		
85	SP-29	Truck Driver	15	HR		
86	SP-29	Operator	40	HR		
87	SP-29	Laborer	180	HR		
Equipment						
88	SP-30	CAT 320 Track Hoe (or comparable)	20	HR		
89	SP-30	CAT 426 Backhoe/Loader (or comparable)	25	HR		
90	SP-30	Rubber Tire Loader (CAT 930. or comparable)	20	HR		
91	SP-30	Mini Excavator w/o Operator	50	HR		
92	SP-30	Skid-steer Loader, 3500 Lbs.	30	HR		
93	SP-30	Multi-Axle Dump Truck w/ Driver	20	HR		
94	SP-30	Single Axle Dump Truck w/ Driver	20	HR		
95	SP-30	Rammer Compactor, Gas, 1000 Lb. Blow	5	HR		
Miscellaneous						
96	SP-31	Ductile Iron Pipe Pressure Class 350 (6" or 8")	10	LF		
97	SP-31	Ductile Iron (Miscellaneous Fittings)	80	LB		
98	SP-32	Channel Cleaning Crew	160	HR		
99	SP-33	Hauling Material To Sanitary Landfill	10	TN		
100	SP-34	Cleaning Streets, Driveways, and Parking Lots	5	EA		
101	SP-35	Landscaping Soil	2	TN		
102	SP-36	Crossing Existing Sanitary Sewer Mains	40	LF		
103	SP-37	Unspecified Special Services	1	LS	\$6,000	\$ 6,000.00
					Contract Total Sum	

MBE FORM 2

“GOOD FAITH EFFORT”

COUNTY OF _____

AFFIDAVIT OF _____
(Name of Bidder)

I have a good faith effort to comply under the following areas checked:
(A minimum of 5 areas must be checked Yes in order to have achieved a “good faith effort”)

(Y/N)

- _____ (1) Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed.
- _____ (2) Making the construction plans, specifications and requirements available for review by prospective minority businesses or providing these documents to them at least 10 days before the bid or proposals are due.
- _____ (3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation.
- _____ (4) Working with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- _____ (5) Attending any probed meetings scheduled by the public owner.
- _____ (6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors.
- _____ (7) Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of minority business based on lack of qualification should have the reasons documented writing.
- _____ (8) Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily is required. Assisting minority businesses in obtaining the same unit pricing with the bidder’s suppliers in order to help minority businesses in establishing credit.
- _____ (9) Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- _____ (10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

In accordance with GS143-128.2(d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract.

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

CONTRACTOR FIRM NAME: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Subscribed and sworn before me this
the ____ day of _____, 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

NOTARY SEAL

MBE FORM 3

Town of Indian Trail

Intent to Perform Contract with Own Workforce

County of _____

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the Chestnut Lane – Phase 1B Contract.

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

CONTRACTOR FIRM NAME: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Subscribed and sworn before me this
the ____ day of _____, 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

NOTARY SEAL

REPRESENTATIVE PROJECTS FORM

1. Project: _____
Owner: _____
Contract Price: _____
Date Completed: _____
Owner Contact: _____

2. Project: _____
Owner: _____
Contract Price: _____
Date Completed: _____
Owner Contact: _____

3. Project: _____
Owner: _____
Contract Price: _____
Date Completed: _____
Owner Contact: _____

Contractor Name: _____

EXECUTION OF BID FORM

PROJECT NAME: 2014 Stormwater Maintenance Contract

PROJECT NUMBER: 750-2014-006

The person executing the Bid, on behalf of the Bidder, being first duly sworn, deposes and says that:

- (1) It is the intent of the Bidder to enter into this Contract to furnish materials, labor, and equipment required to perform all work specified in accordance with the instructions, terms, conditions, provisions, specifications, plans and all other Contract Documents incorporated into this Invitation to Bid;
- (2) He/she is fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid;
- (3) He/she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, or veteran's status; and
- (4) He/she, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.
- (5) Execution of this bid in the proper manner also constitutes the Bidder's certification of Status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.
- (6) N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Type of Bidder: Sole Proprietor Partnership Limited Liability Company Corporation Joint Venture

(Check appropriate box)

BIDDER #1

Name _____

Address _____

Phone _____

Email _____

Printed Name _____

SIGNATURE _____

Title _____

NC General Contractor's License Number _____

Classification _____

Limits _____

Subscribed and sworn before me this
the ____ day of _____, 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

NOTARY SEAL

IV-A. AGREEMENT

AGREEMENT FOR CONSTRUCTION

THIS AGREEMENT (“Agreement”), made and entered into on or about _____, 2014 by and between the Town of Indian Trail, North Carolina, hereinafter called “Owner” and _____, hereinafter called “Contractor” (collectively, “Parties”),

WITNESSETH

In consideration of the mutual promises set forth herein, the parties hereto mutually promise and agree as follows:

1. **PROJECT: 2014 Stormwater Maintenance Contract**

2. **COMPLETION OF WORK:** For the Contract Price, Contractor shall furnish all materials, labor, tools, equipment, and supervision for the construction of the Project and all expense, direct or indirect, connected with the proper execution of the same and of maintaining the same, until it is accepted by the Owner (the “Work”). All Work shall be performed and completed in an efficient and workmanlike manner, in accordance with the Contract Documents and in compliance with all applicable federal, local and state regulatory agencies.

3. **CONTRACT DOCUMENTS**
 - a. Advertisement
 - b. Instructions to Bidders
 - c. Bid Documents (Acknowledgment of Addenda, Itemized Bid Form, MBE Form 1, MBE Form 2, MBE Form 3, Representative Projects, Execution of Bid Form)
 - d. This Agreement
 - e. Minority Business Enterprise Requirements
 - f. Supplementary General Conditions
 - g. Dispute Resolution Requirements
 - h. Specifications
 - i. Project Special Provisions
 - j. Addenda

The Contract Documents listed above are all essential parts of the contractual requirements. The terms “Contract Documents” and “Contract” shall have the same meaning. A requirement occurring in one Contract Document is as binding as though occurring in all. They are intended to be complementary. In case of discrepancy, detailed provisions shall have precedence over general conditions. Should any addenda, change orders or supplemental agreements be issued at a later date, they will become part of the Contract Documents, and their terms shall take precedence over conflicting terms in earlier Contract Documents.

The Contractor shall not take advantage of any apparent error or omission in the Contract Documents. In the event the Contractor discovers an error or discrepancy, it shall immediately inform the Owner.

4. **E-VERIFY:** In performing this Contract, Contractor will comply with the requirements of Article 2 of Chapter 64 of the General Statutes, and will require that its subcontractors comply with Article 2 of Chapter 64 of the General Statutes.

5. **CONTRACT PRICE:** This is a unit price contract. The Contract Price shall be the unit price for each pay item multiplied by the actual units of each pay item certified by Contractor on a pay request as described below and approved by the Owner as satisfactorily completed in accordance with the Contract. The pay items and their unit prices are set forth in the Itemized Bid Form. Change orders must be approved in writing prior to commencing work by both the Owner and the Contractor. The final Contract Price shall

not be determined until the completion and acceptance by the Owner of the Work and shall be the sum of the approved amounts of all pay items. The Estimated Contract Price is that amount set forth in the Contractor's Bid.

6. **CONTRACT TIME:** The Contract Time will begin upon issuance of a Notice to Proceed, and will extend for a period of up to twelve (12) months (365 calendar days).

Each Project will have a Project Time as specified in the respective Work Order.

As incentive to the Contractor for productivity and workmanship, the Town may request the contract be renewed:

- If the Town intends to exercise its Contract Renewal option, they will send a written notice to the Contractor no later than 60 days prior to expiration of the then – current term.
- When the Contractor agrees to renew the contract, each renewal will be for one year (365 calendar days).
- The renewal unit prices will be equal to the original unit prices.
- The maximum number of contract renewals will be three (3) renewals.
- The original contract and subsequent renewals shall not exceed 1460 calendar days from the original contract notice to proceed date.

Renewals are subject to the terms and conditions of the original contract including but not limited to work availability, termination and unit price. Renewal amendments will be executed by the Town Council.

No work will take place on Town designated holidays.

7. **LIQUIDATED DAMAGES:** There will be no liquidated damages for failure to complete the Contract in the contract time. Liquidated damages will be assessed for failure to complete a given project within the project period (see Project General Conditions sections "Project Period" and "Project Liquidated Damages").

8. **PAYMENTS:** Partial payments will be made upon receipt of Contractor invoice at least once each month as the Work progresses. Said payments will be based upon estimates, prepared by the Contractor and approved by Owner, of the value of the Work performed and materials complete in place in accordance with the Contract Documents. Each invoice shall include the Contractor's Affidavit Release and Waiver of Claim and the Sales and Use Tax Certification Statement.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the subsection titled ACCEPTANCE AND FINAL PAYMENT of this section.

9. **INDIAN TRAIL PRIVILEGE LICENSE:** An Indian Trail Privilege License must be maintained throughout the life of the contract.

10. **GUARANTEE:** The Contractor shall guarantee all materials and workmanship for a period of twelve (12) months from the date of acceptance by the Town and shall replace any portions that fail because of faulty material or workmanship at no additional cost to the Town. This guarantee shall include any grass that needs to be mowed that was seeded and mulched during construction. 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 repair of the item. The performance bond will be held as the guarantee for the twelve (12) month period.

11. **BONDS AND INSURANCE:** Owner's obligations under this Agreement are subject to the condition precedent that the Contractor provides a Performance Bond, Maintenance Bond, and Certificate of Insurance as required by the Contract Documents.

The successful bidder shall provide the Town with a contract payment bond in an amount equal to one hundred percent (100%) of the estimated Contract Price (as determined by the Town) and a contract performance bond in an amount equal to one hundred percent (100%) of the estimated Contract Price (as determined by the Town) within 10 calendar days (or such other time as designated by Town) from the date of notice of selection. All bonds shall be in conformance with G.S. 44A-33. The corporate surety furnishing the bonds shall be authorized to do business in the State.

The successful bidder's failure to submit acceptable bonds shall be just cause to rescind 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.

END OF AGREEMENT FOR CONSTRUCTION

SIGNATURE SHEET

CONTRACTOR FIRM NAME: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

Address: _____

FEDERAL TAX ID NUMBER: _____

TOWN OF INDIAN TRAIL

By: _____
Joseph A. Fivas, Town Manager

Date

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

By: _____
Marsha Sutton, Finance Director

Date

STATE OF NORTH CAROLINA

AFFIDAVIT



TOWN OF INDIAN TRAIL

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity contracting the Town of Indian Trail and hereafter called, "Employer"), after being first duly sworn, hereby swears or affirms as follows:

- 1. E-Verify is the federal program operated by the U.S. Department of Homeland Security and other federal agencies to verify the work authorization of newly hired employees.
2. Employer understands that Chapter 64, Article 2 of the North Carolina General Statutes requires certain Employers to, among other things; use E-Verify to verify the work authorization of each new employee.
3. Employer complies and will continue to comply with Chapter 64, Article 2 of the North Carolina General Statutes at all times during the term of its contract with the Town of Indian Trail ("Town").
4. At all times during the term of Employer's contract with the Town, Employer will require each of its subcontractors to comply and to remain compliant with Chapter 64, Article 2 of the North Carolina General Statutes.
5. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. Y or N (circle one)

This the ___ day of _____, 2014.

CONTRACTOR FIRM NAME: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Subscribed and sworn before me this the ___ day of _____, 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

NOTARY SEAL

SURETY COMPANY CONTACTS

PAYMENT BOND NO.:

Surety Name:

Address:

Contact Person:

Title:

Phone No.:

PERFORMANCE BOND NO.:

Surety Name:

Address:

Contact Person:

Title:

Phone No.:

SURETY AGENCY/AGENT:

Agency Name:

Address:

Contact Person:

Title:

Phone No.:

PERFORMANCE BOND

(Attach Performance Bond to this sheet.)

PAYMENT BOND

(Attach Payment Bond to this sheet.)

CERTIFICATE OF INSURANCE

(Attach Certificate of Insurance to this sheet.)

IV-B. MINORITY BUSINESS ENTERPRISE REQUIREMENTS

**OUTREACH PLAN AND GUIDELINES FOR RECRUITMENT AND SELECTION
OF MINORITY BUSINESSES FOR PARTICIPATION IN CERTAIN
TOWN OF INDIAN TRAIL CONTRACTS**

In accordance with G.S. § 143-64.31, G.S. § 143-128.2 and G.S. § 143-133, these Guidelines establish (i) goals for minority participation in building construction or repair contracts in the amount of \$300,000 or more, (ii) outreach efforts to solicit minority participation in building construction contracts in the amount of \$30,000 up to \$300,000, and (iii) outreach efforts to solicit minority participation in contracts for architectural, engineering, and construction manager-at-risk services.

With regard to building construction and repair contracts in the amount of \$300,000 or more, the Town of Indian trail (“Town”) currently has a program goal of 5% percent for minority participation. The goal will be reviewed annually or as soon as relevant data is available.

SECTION A: INTENT

It is the intent of these guidelines that the Town do all things legal, proper, and reasonable to achieve participation by minority businesses in those contracts subject to G.S. § 143-64.31, G.S. § 143-128.2 and G.S. § 143-133. Nothing in these guidelines shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority-business contractors or minority-business subcontractors who do not meet the other statutory criteria for award.

SECTION B: DEFINITIONS

1. Minority - a person who is a citizen or lawful permanent resident of the United States and who is:
 - a. Black, that is, a person having origins in any of the black racial groups in Africa;
 - b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
 - c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, the Pacific Islands;
 - d. American Indian, that is, a person having origins in any of the original peoples of North America; or
 - e. Female
2. Minority Business (MBE) - means a business:
 - a. In which at least fifty-one percent (51%) is owned by one or more minority persons, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and
 - b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.
3. Socially and economically disadvantaged individual - means the same as defined in 15 U.S.C. 637: Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities. Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged.
4. Owner – Town of Indian trail or (“Town”)
5. Designer – Any person, firm, partnership, or corporation which has contracted with the Town to perform architectural or engineering work.
6. Bidder – (i) Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract directly from the Town, or (ii) any first-tier subcontractor for construction manager at risk projects.

7. Contract - A mutually binding legal relationship or any modification thereof obligating the seller to furnish equipment, materials, or services, including construction, and obligating the buyer to pay for them.

8. Contractor - Any person, firm, partnership, corporation, association, or joint venture which has contracted with the Town to perform building construction or repair work.

9. Subcontractor - A firm under contract with the prime contractor or construction manager at risk for supplying materials or labor and materials and/or installation. The subcontractor may or may not provide materials in his subcontract.

10. Eligible Contracts – A contract for the repair or construction of a building, which is expected to be for \$300,000 or more, and which is bid under any of the methods authorized under G.S. 143-128(a1).

SECTION C: MINORITY OUTREACH PLAN AND GUIDELINES

Minority Business Responsibilities

CERTIFICATION

The Town does not certify minority, disadvantaged or women-owned businesses. Any business that desires to participate as an MBE will be required to complete and submit for certification, documents required by any of the agencies listed below. Only those firms holding current certification through at least one of the following agencies will be considered eligible for inclusion in meeting the MBE participation percentage goals:

North Carolina Department of Administration Historically Underutilized Business (HUB) certification
North Carolina Department of Transportation Minority/Disadvantaged/Women-owned Business certification
Small Business Administration 8(a) certification
Other governmental agencies on a case-by-case basis

Other Responsibilities

Minority businesses that are contacted by owners or bidders must respond promptly whether or not they wish to submit a bid.

Owner Responsibilities

The Town will employ the following strategies to encourage participation from MBEs.

1. Work with minority-focused and small business groups that support MBE inclusion in the solicitation of bids for building construction and repair projects and in the solicitation for architectural, engineering, and construction manager-at-risk services.
2. Place emphasis on the importance of soliciting certified MBE firms for subcontracting opportunities at pre-bid conferences and in the bid documents.
3. Examine specifications to identify special subcontracting opportunities and strongly encourage prime contractors to solicit bids for subcontracts from MBE firms.
4. Require all bidders to make good faith efforts to obtain minority participation on all Eligible Contracts.
5. Establish a percentage goal for minority participation in an Eligible Contract if, in the Town's reasonable belief, such a goal is achievable.

6. Provide detailed information to majority contractors concerning the bidding and good faith efforts requirements by holding meetings with the contractors.
7. Build new and strengthen existing business relationships through networking. Continue communicating with other North Carolina public agencies to find out how their MBE outreach programs are working and to share “best practices” and ideas to improve programs.
8. Participate in educational opportunities throughout the community as they become available and offer training sessions to share the Town’s outreach plan with interested businesses and organizations
9. Be visible through participation in trade shows and business organizations of interest to MBE firms, majority contractors, and small businesses, and provide information to the general public about the MBE program, and continue outreach efforts to the business community.
10. Enhance the Town’s web page by including the outreach plan and guidelines, listing good faith efforts, creating links to MBE resources, and creating awareness of specific subcontracting opportunities.
11. Make available to minority-focused agencies and minority businesses that have requested notices a list of contracting opportunities when they are identified, no later than 10 days prior to the bid opening. The list shall include a description of the work, important bidding information, contact information for questions, where the bid documents may be reviewed, and a list of prime bidders that subcontractors may wish to contact for subcontracting consideration.
12. Maintain or continue to maintain a database specifically for MBE firms and majority contractors to ensure those firms wishing to do business with the Town have access to up-to-date information.
13. Advertise upcoming bid opportunities in minority-focused media.
14. Work with designers to make subcontracting opportunities more noticeable and more easily understood by potential contractors and subcontractors.

Designer responsibilities

For all Eligible Projects the designer will:

1. Attend the scheduled pre-bid conference to explain minority business requirements to the prospective bidders.
2. Assist the owner to identify and notify prospective minority business prime and subcontractors of potential contracting opportunities.
3. Maintain documentation of any contacts, correspondence, or conversation with minority business firms made in an attempt to meet the goals.
4. Review jointly with the owner, all requirements of G.S. 143-128.2(c) and G.S.143-128.2(f) and these Guidelines (i.e. bidders’ proposals for identification of the minority businesses that will be utilized with corresponding total dollar value of the bid and affidavit listing good faith efforts, or affidavit of self-performance of work, if the contractor will perform work under contract by its own workforce) - prior to recommendation of award.
5. During construction phase of the project, review documentation for contract payment to MBEs (Form 6, attached) for compliance with minority business utilization commitments. Submit this form with monthly pay applications to the Owner.

Responsibilities of Prime Contractor(s), CM at Risk, and Its First-Tier Subcontractors

On all Eligible Contracts, the Bidders will:

1. Attend the scheduled pre-bid conference.
2. Identify or determine those work areas of a subcontract where minority businesses may have an interest in performing subcontract work.
3. During the bidding process, comply with the owner's requirements listed in the proposal for minority participation.
4. Submit with the Bid (i) the minority businesses that will be utilized on the project with corresponding total dollar value of the bid (MBE Form 1, attached) and (ii) an affidavit listing Good Faith Efforts (MBE Form 2, attached), or an affidavit of intent to self-perform (MBE Form 3). See below for full description of Good Faith Efforts.
5. Upon being named the apparent low bidder, the bidder shall provide the following: (1) an affidavit that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal (MBE Form 4, attached); and (2) if there is a contract goal and the participation percentage is not equal to the applicable goal, then documentation of all good faith efforts taken to meet the goal (MBE Form 5, attached). The documentation must include evidence of all good faith efforts that were implemented including any advertisements, solicitations, and evidence of other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract. Failure to comply with these requirements is grounds for rejection of the bid and award to the next lowest responsible and responsive bidder.
6. The contractor(s) shall identify the name(s) of minority business subcontractor(s) and corresponding dollar amount of work on the schedule of values.
7. The contractor(s) shall submit with each monthly pay request(s) and final payment(s) documentation for contract payment to MBEs (MBE Form 6, attached)
8. During the construction of a project, at any time, if it becomes necessary to replace a minority business subcontractor, immediately advise the owner in writing, of the circumstances involved. The prime contractor shall make a good faith effort to replace a minority business subcontractor with another minority business subcontractor.
9. If during the construction of a project additional subcontracting opportunities become available, the contractor shall make a good faith effort to solicit sub-bids from minority businesses.
10. Make documentation showing evidence of implementation of Prime Contractor, CM-at-Risk and First-Tier Subcontractor responsibilities available for review by the Town, upon request.

All written statements or affidavits made by the Bidder shall become a part of the agreement between the Contractor and the Town for performance of the contract. Failure to comply with any of these statements, affidavits, or with the minority business guidelines shall constitute a breach of the contract. A finding by the Town that any information submitted either prior to award of the contract or during the performance of the contract is inaccurate, false, or incomplete shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the Town whether to terminate the contract for breach.

SECTION D: GOOD FAITH EFFORTS

In determining whether a contractor has made good faith efforts, the Town will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, diligence, and results of these efforts. At least five of the following 10 good faith efforts must be made in order to satisfy the Good Faith Efforts Requirement.

1. Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed.
2. Making the construction plans, specifications, and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bid or proposals are due.
3. Breaking down or combining elements of work into economically feasible units to facilitate minority participation.
4. Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
5. Attending any pre-bid meetings scheduled by the public owner.
6. Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors.
7. Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Reasons for rejection of a minority business based on lack of qualification should be documented in writing.
8. Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
9. Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
10. Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash flow demands.

Town of Indian Trail

-Portion of the Work to be Performed by Minority Firms

****(NOTE: THIS FORM IS NOT TO BE SUBMITTED WITH THE BID PROPOSAL)****

If the portion of the work is to be executed by minority businesses as defined in GS 143-128.2 (g) is equal to or greater than 5% of the bidders total contract price, then the bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within 72 hours after notification of being low bidder.

Affidavit of: _____ I do hereby certify that on the
(Bidder)

(Project Name)

Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises. Minority Businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required.

Name and Phone Number	*Minority Category	Work Description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**), American Indian (**I**), Female (**F**), Socially and Economically Disadvantaged (**D**)

Pursuant to GS 143-128.2 (d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

[Seal]

Title: _____

State of North Carolina,

County of _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public _____ My commission expires _____

Town of Indian Trail

-Good Faith Efforts

If the contract for goal participation by minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts.

Affidavit of: _____
(Bidder)

I do certify the attached documentation as true and accurate representation of my good faith efforts.

Minority firms contacted by Bidder
(Attach additional sheets if required.)

Name and Phone Number	*Minority Category	Work Description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**), American Indian (**I**), Female (**F**), Socially and Economically Disadvantaged (**D**)

Documentation of the Bidder’s good faith efforts to meet the goals set forth in these provisions. Examples of documentation shall include the following evidence:

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

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

[Seal]

Title: _____

State of North Carolina, County of _____ Subscribed and sworn to before me this _____ day of _____, 20____. Notary Public _____ My commission expires _____

Town of Indian Trail

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application#: _____ Period: _____

The following is a list of payments to be made to minority business contractors on this project for the above-mentioned period.

Firm Name	*Minority Category	Payment Amount	Owner Use Only

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**), American Indian (**I**), Female (F), Socially and Economically Disadvantaged (D)

Date: _____

Approved/Certified By: _____

Name

Title

Signature

****THIS DOCUMENT MUST BE SUMMITTED WITH EACH PAY REQUEST & FINAL PAYMENT**

END OF MINORITY BUSINESS ENTERPRISE

V. SUPPLEMENTARY GENERAL CONDITIONS

1. SCOPE OF WORK

1.1 ALTERATION OF WORK AND QUANTITIES

The Owner reserves and shall have the right to make such alterations in the Work as may be necessary or desirable to complete the Work in the manner acceptable to Owner. Unless otherwise specified herein, the Owner may make such alterations in the Work as may increase or decrease the originally awarded Contract quantities, and the Contractor agrees to value the increase or decrease in quantities using the unit prices set forth in the Itemized Bid Form, or if there are none, as agreed to by the parties. These alterations shall be covered by written Change Orders signed by Owner and Contractor. Change Orders for altered Work may include extensions of Contract Time if, in the Owner's opinion, such extensions are warranted by the amount and difficulty of added work.

1.2 MAINTENANCE OF TRAFFIC

When the Contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of Work that is otherwise provided for in the Contract Documents, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall furnish, erect, and maintain barricades, warning signs, flagmen, and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office), unless otherwise specified herein.

The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway. The Contractor must contact NCDOT before any work is performed along state maintained streets.

1.3 FINAL CLEANING UP

Upon completion of the Work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees on all ground occupied during the project. The contractor shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property owner.

1.4 ACCESS TO THE WORK

The Contractor shall identify access routes with suitable signs, barricades and similar equipment. The entire access route and construction site shall be kept free and clean of all debris at all times and maintained in good repair by the Contractor. All damage to the access route caused by the actions of the Contractor or his agents shall be immediately repaired to the satisfaction of the Owner. The Contractor shall be responsible for notifying property owners five (5) days in advance of work affecting driveway access.

1.5 MAINTENANCE DURING CONSTRUCTION

The Contractor shall maintain the Work during construction and until the Work is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the Work is maintained in satisfactory condition at all times. In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations. All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

END OF SCOPE OF WORK

2. CONTROL OF WORK

2.1 CONFORMITY WITH PLANS AND SPECIFICATIONS

The current edition including revisions of the North Carolina Department of Transportation, Standard Specifications for Roads and Structures, hereinafter referred to as the “Standard Specifications” shall apply on all portions of the project unless otherwise specified herein.

The current edition of the Union county Public Works Sanitary Sewer and Water Specifications, including revisions, applies on all portions of the project unless otherwise specified herein. All fittings and couplings shall be included in the price for all line items using linear foot units or as specified in the Itemized Bid Form. This also includes all water meter installations.

All Work and all materials furnished shall be within the specified tolerances of the lines, grades, grading sections, cross sections, dimensions, material requirements, and testing requirements that are specified in the contract, plans and specifications.

If the Owner finds the materials furnished, Work performed, or the finished product not within the specified tolerances of the plans and specifications but that the portion of the Work affected will, in its opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, that the affected Work be accepted and remain in place. In this event, the Owner determines an adjustment in the Contract Price for the affected portion of the Work.

If the Owner finds the materials furnished, Work performed, or the finished product are not within the specified tolerances of the plans and specifications and have resulted in an unacceptable finished product, the affected Work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the Owner’s written orders.

For the purpose of this subsection, the term “reasonably close conformity” shall not be construed as waiving the Contractor’s responsibility to complete the Work in accordance with the Contract Documents. The term shall not be construed as waiving the Owner’s right to insist on strict compliance with the requirements of the Contract Documents.

2.2 COOPERATION OF CONTRACTOR

The Contractor will be supplied with two (2) copies each of the plans and specifications. He shall have available on the Site at all times, one copy each of the plans and specifications. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the Work to facilitate the progress thereof, and he shall cooperate with the Owner and his/her inspectors, the Engineer and with other contractors in every way possible. The Contractor shall have a competent superintendent on the Work at all times who is fully authorized as his/her agent on the Work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Owner or his/her authorized representative.

2.3 COOPERATION BETWEEN CONTRACTORS

The Owner reserves the right to contract for and perform other or additional work on or near the Work covered by this contract.

When separate contracts are let within the limits of any one project, each contractor shall conduct his/her Work so as not to interfere with or hinder the progress of completion of the Work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed.

Each contractor involved shall assume all liability, financial or otherwise, in connection with his/her contract and shall protect and save harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

The Contractor shall arrange his/her work and shall place and dispose of the materials being used so as not to interfere with the operations of the other contractors within the limits of the same project. He shall join his/her work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

2.4 AUTHORITY AND DUTIES OF INSPECTORS

Inspectors employed by the Owner shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the Work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the contract. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

2.5 INSPECTION OF THE WORK

All materials and each part or detail of the Work shall be subject to inspection by the Owner or Owner's inspectors. The Owner and Owner's inspectors shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Owner or Owner's inspector requests it, the Contractor, at any time before acceptance of the Work, shall remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore said portions of the Work to the standard required by the specifications. Should the Work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as Extra Work; but should the Work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any Work done or materials used without supervision or inspection by the Owner may be ordered removed and replaced at the Contractor's expense unless the Owner failed to inspect after having been given reasonable notice in writing that the Work was to be performed.

2.6 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK

All Work which does not conform to the requirements of the Contract Documents will be considered unacceptable, unless otherwise determined acceptable as provided in the subsection titled CONFORMITY WITH PLANS AND SPECIFICATIONS.

Unacceptable Work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the Work, shall be removed immediately and replaced in an acceptable manner at the Contractor's expense.

Upon failure on the part of the Contractor to comply forthwith with any order of the Owner made under the provisions of this subsection, the Owner will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs (incurred by the Owner) from any monies due or to become due the Contractor.

2.7 LOAD RESTRICTIONS

The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the Work. A special permit will not relieve the Contractor of liability for damage which may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor shall be responsible for all damage done by his/her hauling equipment and shall correct such damage at its own expense.

2.8 RETEST OF WORK

When as provided for in the Contract Documents, the Owner performs sampling and tests of the Work and if the tests show a failure to meet the requirements of the Contract Documents, the expense of retesting, after reworking or substitution by the Contractor will be at the expense of the Contractor and such costs will be deducted from the payments otherwise due to the Contractor.

2.9 CHARACTER OF WORKERS, METHODS AND EQUIPMENT

The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

All equipment which is proposed to be used on the Work shall be of sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality of work. Equipment used on any portion of the Work shall be such that no injury to previously completed work, or adjacent property.

When the methods and equipment to be used by the Contractor in accomplishing the Work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the Work in conformity with the requirements of the contract, plans, and specifications.

Any person employed by the Contractor or by a subcontractor who, in the opinion of the Owner does not perform its work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Owner, be removed forthwith by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the Work without the approval of the Engineer.

Should the Contractor fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the Owner may suspend the Work by written notice until compliance with such orders.

The failure to provide adequate labor and equipment may be considered cause for terminating the Contract.

2.10 FIRE PREVENTION

Contractor shall conform to all Federal, State, and local laws and regulations pertaining to burning, fire prevention and control within or adjacent to the project. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the Contractor. This includes keeping the Contract Work area clear of all trash at all times.

All tarpaulins used for any purpose during construction of any work shall be made of material resistant to fire, water and weather and shall bear UL labels. Lighting of any fires on premises is strictly forbidden.

Contractor shall provide portable fire extinguishers compatible with the hazard of each work area and shall instruct its personnel in their location and use. Wherever welding and burning are conducted, no inflammable materials shall be allowed, and welding activities shall be shielded. The Contractor shall post a Hot Work Permit whenever an open flame shall be utilized for work.

2.11 PUMPING AND DRAINAGE

Surface or sub-surface water or other fluid shall not be permitted to accumulate in excavations or under any structure. Should such conditions develop or be encountered, the water or other fluid shall be controlled and suitably disposed of by means of temporary pumps, piping, drainage lines and ditches, dams or other methods approved by the Owner and other public agencies having jurisdiction.

2.12 DUST CONTROL

The Contractor, for the duration of the Contract, shall maintain all excavations, embankments, haul roads, access roads, plant sites, waste disposal areas, borrow areas, and all other work areas free from dust. Industry-accepted methods of dust control suitable for the area involved and approved by Owner will be permitted.

2.13 WATER POLLUTION

Contractor shall, at its expense, provide suitable facilities to prevent the introduction of any substances or materials into any stream, river, lake or other body of water, which may pollute the water or constitute substances or materials deleterious to fish and wild life.

2.14 ILLUMINATION

When any work is performed at night or where daylight is shut off or obscured, Contractor shall, at its expense, provide artificial light sufficient to permit work to be carried on efficiently, satisfactorily and safely, and to permit thorough inspection. During such time periods the access to the place of work shall also be clearly illuminated. All wiring for electric light and power shall be installed and maintained in compliance with local code, securely fastened in place at all points, and shall be kept as far as possible from telephone wires, signal wires, and wires used for firing blasts.

2.15 HAZARDOUS MATERIAL

The Contractor shall immediately notify Owner of any hazardous materials subsequently found on the site and shall not remove same without the permission of Owner.

If the contractor caused the hazardous material and subsequent contamination, Contractor shall remove said hazardous material and contaminated soils or materials from the site and shall dispose of same in accordance with all Federal, State or Local laws or regulations. Removal of such materials and contamination shall be monitored by a licensed hazardous materials laboratory, and said laboratory shall prepare a written report attesting to the complete removal of the contaminating material and resulting contamination, all to the satisfaction of, and at no cost to, the Owner.

2.16 EROSION CONTROL

Contractor shall follow all erosion control measures on construction drawings and or plans and specifications. Contractor shall conform to all Federal, State, and local laws and regulations pertaining to erosion control within or adjacent to the project.

2.17 ADDITIONAL WORK

Additional work is that which results from a change or alteration in the contract and for which there are existing contract unit prices.

END OF CONTROL OF WORK

3. PROSECUTION AND PROGRESS

3.1 PRE-CONSTRUCTION MEETING

A pre-construction conference will be scheduled as soon as practical after the award of the Contract. 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. The Contractor will provide a Request for Taxpayer Identification Number and Certification (W-9). Upon receipt of the required documentation, a Notice to Proceed will be issued by the Director of Engineering and Public Works.

The Town will provide two (2) copies of the contract to the contractor at the pre-construction conference. Additional copies may be obtained subject to the cost of printing.

3.2 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 Engineer.

3.3 PROSECUTION AND PROGRESS

Unless otherwise specified, the Contractor shall submit his/her anticipated construction schedule for the Owner's approval at the pre-construction meeting. The Contractor's construction schedule, when approved by the Owner, may be used to establish major construction operations and to check on the progress of the Work.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Owner's request, submit a revised schedule for completion of the Work within the Contract Time and modify his/her operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the Work be discontinued for any reason, the Contractor shall notify the Owner in writing at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date set forth in the Notice to Proceed.

3.4 TEMPORARY SUSPENSION OF THE WORK

The Owner shall have the authority by written notice to the Contractor, to suspend the Work wholly, or in part, for such period or periods as the Owner may deem necessary, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or to perform any or all of the Contractor's other duties under this Contract.

- A. If the Contractor is ordered by the Owner to suspend the Work under this Section due to an unforeseen cause not otherwise provided for in the other provisions of this Contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the Work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Owner's order to suspend the Work to the effective date of the Owner's order to resume the Work. Claims for such compensation shall be filed with the Owner within the time period stated in the Owner's order to resume work. The Contractor shall submit with its claim information substantiating the amount shown on the claim.

- B. If the Work is suspended under this Section for an indefinite period, the Contractor shall perform the following duties:
1. Suitably store all materials.
 2. Implement measures to protect existing work from damage or deterioration.
 3. Erect such temporary structures and barricades as necessary to provide for traffic on, to or from the Project.
 4. Periodically inspect and maintain the Work and temporary measures during the suspension period, and repair any damage to the Work during the suspension period.
 5. Maintain all insurance and bond coverage.
 6. Perform such other work as required by the Contract Documents with respect to the Project.
 7. Remobilize when ordered to resume the Work by the Engineer.

The Contractor shall notify the Owner in writing fourteen (14) calendar days prior to demobilizing. At the time that the written notice is given to the Owner, the Contractor shall submit a written estimate of any costs of remobilization except in those cases in which the Contractor will bear the costs of remobilization under Paragraph C hereof. Compliance by the Contractor with such notice requirement, and with the requirement for submitting such written estimate, shall be a prerequisite to the Contractor's right to recover any costs incurred by the Contractor to comply with this Paragraph B, to the extent the Contractor would otherwise have a claim for such costs hereunder.

- C. If the Contractor requests a suspension of the Work in whole or in part, or if the Contractor is ordered by the Owner to suspend the Work under this Section due to inclement weather, due to the Contractor's failure to carry out orders given or due to the Contractor's failure to perform any of the Contractor's other duties under this Contract, then:
1. The Contractor shall not be entitled to any additional compensation for fulfilling the duties that the Contractor is required to perform by reason of such suspension, regardless of whether any additional compensation would otherwise be allowed hereunder, including, without limitation, any additional compensation for fulfilling any of the duties that are imposed upon the Contractor under Paragraph B hereof or for fulfilling the Contractor's duty to remobilize at the end of such suspension; and
 2. The Contractor shall pay the Owner all of the costs that are incurred by the Owner by reason of such suspension, including, but not limited to, the Engineer's fees and the costs of any necessary inspections or testing during the period of such suspension.

3.5 ADJUSTMENT OF CONTRACT TIME

The Contract Time may be adjusted only by change order, when requested by the Contractor in writing and approved by the Owner, for reasons outside of the Contractor's control, as follows:

- A. Natural disasters affecting the site; or
- B. Excessive rainfall during the entire calendar month, defined as total monthly rainfall in excess of the normal rainfall for that calendar month and total number of days with more than 0.10 inches of rainfall in excess of the normal number of such days for that calendar month. Normal values shall be taken as published in "Climatography of the United States No. 20 for North Carolina"; or

- C. Suspension of the Work as order by the Owner; or
- D. Delays in critical work by others that is not part of this Contract; or
- E. Significant additions to the scope of the Work.

The Contractor shall bear the burden of proof that a delay has been caused by factors outside his control, shall clearly demonstrate how the delay impacts the critical path of the Work as shown on his work schedule as last revised, and shall demonstrate that he has made reasonable and prudent efforts to overcome the impact of the delay on the critical path. With respect to item (b) above, a condition precedent to meeting its burden of proof will be the monthly submission to the owner of a statement of the number of days, if any, the Contractor was prevented from prosecuting the Work during the immediately preceding month due to excessive rainfall.

3.6 FAILURE TO COMPLETE PUNCH LIST ON TIME

The Contractor shall complete all punch list items determined by the Owner within thirty (30) calendar days. Should the Contractor fail or refuse to complete all punch list items to the satisfaction of the Owner within the said 30-day period, the Owner shall have the right to complete all said punch list items. In such event, Owner shall be entitled to recover from Contractor the Owner's actual costs incurred in completing such punch list items, plus any and all consequential damages and costs incurred by Owner as a result of Contractor's failure to complete such punch list items. Failure to complete all punch list items within thirty (30) calendar days, shall be considered Default of Contract and shall result in loss of any remaining retainage otherwise due to the Contractor.

3.7 DEFAULT AND TERMINATION OF CONTRACT

The Contractor shall be considered in default and such default will be considered as cause for the Owner to terminate the Contract for any of the following reasons if the Contractor:

- A. Fails to begin the Work under the Contract within ten (10) calendar days of the date of commencement specified in the "Notice to Proceed"; or
- B. Fails to perform the Work or fails to provide sufficient workers, equipment or materials to assure completion of the Work in accordance with the terms of the Contract; or
- C. Performs the Work unsuitably or neglects or refuses to remove materials or to perform anew such Work as may be rejected as unacceptable and unsuitable; or
- D. Discontinues the prosecution of the Work; or
- E. Fails to resume Work which has been suspended within a reasonable time after notice to do so; or
- F. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- G. Allows any final judgment related to the Project to stand against him unsatisfied for a period of 10 days; or
- H. Makes an assignment for the benefit of creditors; or
- I. Fails to perform any covenant of this Contract, or
- J. For any other cause whatsoever, fails to carry on the Work in an acceptable manner.

Should the Owner consider the Contractor in default of the Contract for any reason hereinbefore, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If Contractor or Surety shall fail to cure such default within 10 calendar days after such written notice from the Owner of the existence of such default or, if such default cannot with reasonable diligence be cured within a period of 10 calendar days, then upon the failure of the Contractor to commence to cure such default within said 10-day period and to proceed with due diligence to complete the remedying of said default; then the Owner will, have full power and authority, without violating the Contract, to terminate the Contract and/or to take control of the Work.

All costs and charges incurred by the Owner, together with the cost of completing the Work, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

3.8 TERMINATION FOR CONVENIENCE

At any time after the acceptance of this Contract, the Owner shall have the absolute right to terminate the entire Contract or any part thereof for any reason whatsoever.

3.9 ACTIONS UPON TERMINATION OR TERMINATION FOR CONVENIENCE

Upon receipt of such notice of termination, the Contractor shall:

- A. Stop the performance of the Work.
- B. Take any other action toward termination of the Work which the Owner directs, including but not limited to:
 - 1. Stabilization of the unfinished site to meet the conditions of the erosion and sediment control permit and at the direction of the Department of Environment and Natural Resources.
 - 2. Maintain the necessary traffic control devices until all potential hazards due to unfinished construction activities have been removed and/or to the satisfaction of the Owner. Traffic control devices that are determined by the Owner to remain shall become the property of the Owner.
 - 3. Complete any pay item as directed by the Owner that if left uncompleted may result in a safety hazard.
 - 4. Deliver all paid stored materials stored off site and material stored on site to a location directed by the Owner.
 - 5. Remove all temporary facilities.
 - 6. Provide any necessary items of Work to secure the Site from public access as directed by the Engineer.

3.10 PAYMENT UPON TERMINATION

When the Contract, or any portion thereof, is terminated before completion of all pay items, payment will be made for the actual number of units or items of Work completed at the Contract price or as mutually agreed for items of Work partially completed.

If the Contract is terminated under Paragraph 3.9 (Termination for Convenience), reimbursement for organization of the Work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the Work and that are not incorporated in the Work shall, at the option of the Owner, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Owner.

If the sum of all previous payments and credits made by the Owner exceeds the sum payable due to the Contractor, such excess shall be refunded by the Contractor to the Owner immediately upon the determination of such excess by the owner.

If the Contract is terminated under Paragraph 3.8 (Termination for Convenience), the Contractor shall be paid a sum as profit determined taking the amount of profit the Contractor would have received upon completing this Contract, multiplied by a fraction, the numerator of which is the value of the Work completed as of the date of receipt of the notice of termination and the denominator of which is the Contract Price.

Termination of the Contract or a portion thereof shall neither relieve the Contractor of his/her responsibilities for the completed Work nor shall it relieve his/her surety of its obligation for and concerning any just claim arising out of the Work performed.

The Owner shall be given full access to all books, cost records, correspondence and papers of the Contractor relating to the Contract in order to determine amounts to be paid the Contractor due to any termination of the Contract.

3.11 PARTIAL ACCEPTANCE

If at any time during the prosecution of the Work the Contractor substantially completes a usable unit or portion of the Work, the occupancy of which will benefit the Owner, he may request the Owner to make final inspection of that unit. If the Owner finds upon inspection that the unit has been satisfactorily completed in compliance with the Contract, he may accept it as being completed, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the Contract.

3.12 FINAL ACCEPTANCE

Upon due notice from the Contractor of presumptive completion of the entire Work, the Owner will make an inspection. If all construction provided for and contemplated by the Contract is found to be completed in accordance with the Contract Documents, such inspection shall constitute the final inspection. The Owner shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any Work, in whole or in part, as being unsatisfactory, the Owner will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the Work, another inspection will be made which shall constitute the final inspection, provided the Work has been satisfactorily completed. In such event, the Owner will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

END OF PROSECUTION AND PROGRESS

4. MEASUREMENT AND PAYMENT

4.1 MEASUREMENT OF QUANTITIES

All Work completed under the Contract will be measured by the Owner, or his/her authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of Work performed under the Contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the Engineer.

Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.

Unless otherwise specified, all pay items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

In computing volumes of excavation the average end area method or other acceptable methods will be used.

The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inches.

The term "ton" will mean the short ton consisting of 2,000 pounds avoirdupois. All materials which are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designated by the Engineer. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the Engineer directs, and each truck shall bear a plainly legible identification mark.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable to the Engineer, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

When requested by the Contractor and approved by the Engineer in writing, material specified to be measured by the cubic yard may be weighed, and such weights will be converted to cubic yards for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Bituminous materials will be measured by the gallon or ton. When measured by volume, such volumes will be measured at 60°F or will be corrected to the volume at 60°F using ASTM D 4311 for asphalts or ASTM D 633 for tars.

Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.

When bituminous materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, may be used for computing quantities.

Cement will be measured by the ton or hundredweight.

Unless otherwise specified, timber will be measured by the thousand feet board measure (M.F.B.M.) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.

The term "lump sum" when used as an item of payment will mean complete payment for the Work described in the contract.

When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered by the Engineer in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such force account Work as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of this section.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gage, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales.

Scales shall be accurate within one-half percent of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the inspector before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed one-tenth of 1 percent of the nominal rated capacity of the scale, but not less than 1 pound. The use of spring balances will not be permitted.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the inspector can safely and conveniently view them.

Scale installations shall have available ten standard 50-pound weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Scales "over weighing" (indicating more than correct weight) will not be permitted to operate, and all materials received subsequent to the last previous correct weighing-accuracy test will be reduced by the percentage of error in excess of one-half of 1 percent.

In the event inspection reveals the scales have been "under weighing" (indicating less than correct weight), they shall be adjusted, and no additional payment to the Contractor will be allowed for materials previously weighed and recorded.

All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit Contract prices for the various items of the project.

When the estimated quantities for a specific portion of the Work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the Work will be made, unless the dimensions of said portions of the Work shown on the plans are revised by the Engineer. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

4.2 COMPENSATION FOR ACTUAL QUANTITIES

When the actual quantities of work vary from the estimated quantities, the Contractor shall accept as payment in full, so far as pay items are concerned, payment at the unit price for the quantities of work actually completed and accepted. No allowance will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly or indirectly from its unbalanced allocation of overhead and profit among the pay items, or from any other cause.

4.3 PARTIAL PAYMENT/RETAINAGE

Partial payments will be made at least once each month as the Work progresses. Said payments will be based upon estimates, prepared by the Contractor and approved by Owner, of the value of the Work performed and materials complete in place in accordance with the Contract Documents. Each invoice shall include the Contractor's Affidavit Release and Waiver of Claim and the Sales and Use Tax Certification Statement.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the subsection titled ACCEPTANCE AND FINAL PAYMENT of this section.

Retainage will not be held for this Contract.

4.4 ACCEPTANCE AND FINAL PAYMENT

When the Work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE, the Owner shall determine the actual quantities of the items of work actually performed. The Contractor shall approve the Owner's statement of actual quantities or advise the Owner of his/her objections which are based on disputes in measurements or computations of the final quantities. The Contractor and the Owner shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Owner's final statement of actual quantities. If, after such 30-day period, a dispute still exists, the Contractor may approve the Owner's statement of actual quantities under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection titled CLAIMS FOR ADJUSTMENT AND DISPUTES.

After the Contractor has approved, or approved under protest, the Owner's statement of actual quantities, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

4.5 LIENS

The final payment shall become due when the Contractor delivers to the Owner: (a) an affidavit stating, if that be in fact, that all subcontractors and suppliers have been paid in full, or if the fact be otherwise, showing the name of each subcontractor and supplier who has not been paid in full and the amount due or to become due each for labor, service or material furnished; (b) Consent of Surety, if any, to final payment; and (c) if required by Owner, other data establishing payment for satisfaction of all obligations, such as receipt, releases, and waivers of lien arising out of the Contract to the extent and in such form as designated by the Owner.

4.6 CLAIMS FOR ADJUSTMENT AND DISPUTES

If for any reason the Contractor deems that additional compensation is due him for work or materials not clearly provided for in the Contract Documents or previously authorized as Extra Work, he shall notify the Owner in writing of his/her intention to claim such additional compensation before he begins the work on which he bases the claim. If such notification is not given or the Owner is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required,

then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Owner has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit his/her written claim to the Owner and the Engineer. Failure to do so within the time specified will constitute a waiver by Contractor of the claim.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

The following documentation and information must be presented in order to properly evaluate such claim:

- A. Definition of the basis of the claim, including a detailed identification of which materials and what work is considered to represent a change to the original contract, an explanation of why the work or material is different than what was called for by the original Contract, and an identification of the contract provisions and anything else which the Contract relied upon;
- B. An explanation of how and why the work which is considered a change will result in any additional cost or performance time for the Contractor;
- C. An identification of the categories of additional costs which may be incurred, an estimate of the dollar magnitude of each, and a statement of the impact this work will have on the construction schedule, including the contract completion dates;
- D. An indication of how the additional costs which is believed that may be incurred can be, and are to be, quantified;
- E. Documentation of any actual additional costs and any actual impact to the construction schedule due to this work;
- F. Documentation of the cost of performing all similar "unchanged" work, to provide the Engineer a basis for comparison;
- G. All backup and other documentation which are believed to support or relate to the claim;
- H. Documentation quantifying the amount of work which is believed to constitute this "changed" Work, and the time period and the areas where such work was or is to be performed.

4.7 CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final certificate nor payment, nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defect due thereto and pay for any damage to other Work resulting therefrom, which shall appear within a period of one year from date of final acceptance. Wherever the word "acceptance" occurs, it shall be understood to mean final acceptance.

The Owner shall give notice of observed defects with reasonable promptness. If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after the receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense. With respect to all warranties, expressed or implied, from subcontractors, manufacturer, or suppliers for Work performed and materials furnished under this Contract, the Contractor shall:

- A. Obtain all warranties that would be given in normal commercial practice.
- B. Require all warranties to be executed, in writing, for the benefit of the Owner.

4.8 SUBSURFACE INVESTIGATION

The Contractor shall make his own subsurface investigations. Any information obtained by the Town as a result 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.

4.9 EXISTING UNDERGROUND UTILITIES/FACILITIES

The location of all existing underground utilities will be illustrated on the approved construction drawings for information purposes only. The Town will not be held liable for the accuracy of the utility locations, sizes, depths, or for completeness of utility information. Utility owners have been notified of the project. Each utility owner will be requested to attend the preconstruction conference to discuss potential conflicts and their schedule for relocation where required. All adjustments or relocations will be made by the utility owner unless otherwise indicated in the Contract Documents.

The owners of utilities in this project could include but not be limited to:

- AT&T
- Duke Energy
- North Carolina Department of Transportation
- PSNC Energy
- Piedmont Natural Gas Company
- Time Warner Cable
- Union County Public Works
- Union Power Cooperative
- Utilities, Inc. /Carolina Water Service
- Windstream

The Contractor shall adhere to the provisions of 1985 Underground Damage Prevention Act North Carolina General Statutes 887 Chapter 785 Senate Bill 168 Article 3. To assist the contractor and utility owners in meeting the requirements of this law, there is a "one call system" called "NC ONECALL".

Most major utilities with underground facilities in the State subscribe to this service. For calls originating within North Carolina, The NC ONECALL telephone number is **811**.

Contact Union County Public Works (704-296-4210) for water and sewer line and service locates.

For locates of utilities not members of NC One-Call contact the designated project manager.

Prior to construction, the Contractor shall notify all utility owners whose facilities will be affected to determine utility locations

The Contractor shall include the cost of any coordination and cooperation of utilities in his bid.

No additional compensation shall be allowed for delays or inconveniences sustained by the Contractor due to utility relocation or adjustments. No additional payment will be made for re-mobilization required by the utility's failure to relocate utility at the request of the Contractor. The Contractor should refer to Section 108-10 (B) paragraph 3 of the Standard Specifications.

Where changes to utility facilities are to be made solely for the convenience of the Contractor, it shall be the Contractor's responsibility to arrange for such changes, and the Contractor shall bear all costs of such changes.

The Town will not assume nor accept any responsibility for charges assessed by private or public utility companies or from the NC Department of Transportation for damages sustained to their property by virtue of action on the part of the

Contractor, nor for such charges as may be imposed by the utility or Department of Transportation for personnel to furnish field location of the facility. All such costs are to be borne by the Contractor within the unit prices and/or lump sum prices stated in the Bid.

4.10 MATERIALS TICKETS

All quantity tickets for items not measurable in place shall be submitted to the Project Inspector within forty-eight (48) hours after receipt of the material on the job. Each ticket shall indicate the date, contractor, job location and name, type of material, quantity of material, truck number and signature of the contractor or his authorized representative.

No tickets will be accepted after forty-eight (48) hours have elapsed between the time of delivery and submittal of tickets to the Project Inspector.

END OF MEASUREMENT AND PAYMENT

5. MISCELLANEOUS

5.1 VENUE

This Contract has been executed by, delivered to and accepted by the Owner in North Carolina, and the provisions hereof shall be governed by the laws of North Carolina. Any disputes arising out of or related to this Contract shall be resolved in accordance with said laws.

The parties agree that any action or legal proceeding arising out of or related to this Contract shall be brought in the state courts of Union County, NC or in the U.S. District Court for the Western District of North Carolina; and the parties hereby consent to and waive any objection to jurisdiction or venue in said courts.

5.2 INDEPENDENT CONTRACTOR

Contractor represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. Contractor shall act as an independent contractor and not as the agent of Owner in performing the Contract, maintaining complete control over its employees and all of its suppliers and subcontractors. Nothing contained in this Contract or any subcontract awarded by Contractor shall create any contractual relationship between any such supplier or subcontractor and Owner.

5.3 LAWS AND REGULATIONS

Contractor and its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules or regulations in effect at the time Work is performed under this Contract.

5.4 INDEMNITY

Contractor agrees to defend, indemnify and hold harmless the Owner, its officers, employees and agents from any and all claims, suits, actions, damages, expenses, costs (including attorneys' fees if applicable) or fines, arising from Contractor's performance of this Contract; provided that Contractor shall not be liable for any injury, damage or loss occasioned by the sole negligence of Owner, its officers, employees or agents. Contractor shall purchase insurance, as described in this Section, which insurance shall provide coverage for this contractual liability. In any case in which Contractor provides a defense to the Owner, its officers, employees or agents, pursuant to his indemnity, the defense will be provided by attorneys reasonably acceptable to the Owner. The provisions of this Section shall survive the expiration or early termination of this Agreement.

5.5 INSURANCE

- A. Commercial General Liability Insurance. Contractor shall maintain in force during the term of this Contract commercial general liability insurance, in an amount acceptable to Owner but no less than One Million Dollars (\$1,000,000) per occurrence. This insurance shall include coverage for products/completed operations, bodily injury, personal injury, property damage and the contractual liability assumed under the indemnity provision of the Contract. The policy shall be occurrence-based and name the Owner as an additional insured.
- B. Vehicle Liability Insurance. Contractor shall maintain in force during the term of this Contract liability insurance covering the operations of Contractor's owned, non-owned and hired automobiles and other ground vehicles, for limits satisfactory to Owner but not less than One Million Dollars (\$1,000,000) bodily injury and property damage each occurrence. The policy shall be occurrence-based and name the Owner as an additional insured.

- C. Worker's Compensation and Employer's Liability Insurance. Contractor shall maintain worker's compensation and employer's liability insurance in the amounts and form required by the laws of the State of North Carolina.
- D. A certificate evidencing all insurance coverage required of Contractor shall be filed with the Owner at the execution of this Contract, and such certificate shall provide that such insurance coverage will not be canceled or reduced without at least thirty (30) day's prior written notice to the Owner. At least ten (10) days prior to the expiration of any such policy, a certificate showing that such coverage has been renewed shall be filed with the Owner. If such insurance coverage is canceled or reduced, the Contractor shall within fifteen (15) days after receipt of written notice from the Owner of such cancellation or reduction in coverage, file with the Owner a certificate showing the required insurance has been reinstated or provided through another insurance company or companies. The company or companies furnishing insurance shall be qualified to issue insurance effective in the State of North Carolina.
- E. Payment and Performance Bonds. Contemporaneously with Contractor's execution of the Contract Documents, Contractor shall supply the Owner with a Performance Bond and a Payment Bond, each in an amount equal to the estimated Contract Price.

5.6 CONTRACT MEETINGS

The Contractor shall, as requested by Owner, attend any and all meetings called by Owner to discuss the Work. Such meetings shall be conducted and recorded by the Contractor with minutes of each meeting distributed to Owner and Contractor.

5.7 SUCCESSORS, ASSIGNEES AND ASSIGNMENT

Contractor shall not assign, transfer, convey or otherwise dispose of the Contract or its right, title or interest in or to the same or any part thereof, without previous written consent of the Owner and concurred to by the sureties.

5.8 AUDIT RIGHTS

The Owner shall have the right to inspect, examine and make copies of any and all books, accounts, records, and other writings of contractors relating to the performance of the Work under the Contract, including change orders. Such audit rights shall be extended to any duly authorized representatives designated by the Owner. Audits shall take place at times and locations mutually agreed upon by both parties, but not later than one week following the date of a request for an audit.

5.9 OSHA REQUIREMENTS

The Contractor shall comply with OSHA and all other applicable regulations.

5.10 TAX STATEMENT SUBMITTAL

- A. 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.
- B. 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 tax and County tax paid.
- C. 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.

- D. 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.”

5.11 PROJECT CLOSEOUT SUBMITTALS

The Contractor shall submit two (2) copies (except as noted) of the following documents. Each document shall be an original, signed, and notarized where requested. Final payment will not be made until all documents are submitted:

- A. Final Application and Certificate for Payment with Sales and Use Tax Certification Statement.
- B. Contractor’s Affidavit Release and Waiver of Claim
- C. Consent of Surety to Final Payment (contracts equal to or exceeding \$100,000) (AIA Document G707).
- D. Guarantees, Warranties, and Test Results required by the Contract Documents.
- E. Operation and Maintenance Manuals and spare parts or materials (as required).

END OF MISCELLANEOUS

CONTRACTOR'S AFFIDAVIT RELEASE AND WAIVER OF CLAIM

STATE OF _____ COUNTY OF _____

_____, of
(Name) (Title)

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

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 is 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 Indian Trail, or property of the Town of Indian Trail, 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 Indian Trail harmless for any amount that the Town of Indian Trail is required to pay to discharge such lien or settle such claim and, further, will pay the Town of Indian Trail's 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 Indian Trail, 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 Indian Trail arising in any manner from the construction of the above-described project.

By: _____

Title: _____

Date: _____

Subscribed and sworn before me this
the ____ day of _____, 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

NOTARY SEAL

VI. DISPUTE RESOLUTION REQUIREMENTS

DISPUTE RESOLUTION REQUIREMENTS (“Requirements”) FOR CERTAIN TOWN OF INDIAN TRAIL CONTRACTS

In accordance with N.C.G.S. § 143-128 (f1), these Requirements establish the dispute resolution process for all Town building construction projects that cost over \$300,000, exclusive of land acquisition and design costs (“Eligible Projects”).

This dispute resolution process will be available to all parties involved in the Town’s Eligible Projects, including the Town, the architect, the construction manager, the contractors, and the first-tier and lower-tier subcontractors. Therefore, it is the Town’s policy that the following clauses are hereby made part of all contracts executed by the Town on Eligible Projects.

1. It is understood and agreed that NCGS 143-128(g-h) requires that disputes arising under an agreement for the erection, construction, alteration or repair of a building be subject to a dispute resolution process specified by the owner. In compliance with this statutory provision, the Town specifies this Article as the dispute resolution process to be used on Eligible Projects. It is further understood and agreed that this dispute resolution process is based on non-binding mediation and will only be effective to the extent that the Parties to any mediated dispute participate in the mediation in good faith. It is also understood and agreed that the Town is under no obligation under any circumstance to secure or enforce the participation of any other Party in the mediation of any dispute subject to this Article and GS 143-128(g-h).
2. Any dispute arising between or among the Parties listed in Section 4 of this Article that arises from an agreement to construct the Eligible Project, including without limitation a breach of such agreement, shall be subject to non-binding mediation administered by the American Arbitration Association under its Construction Industry Mediation Rules (“Rules”), except as otherwise expressly set forth in this Article. To the extent any provision of the Rules is inconsistent with the provisions of this Article, the provisions of this Article shall control. To the extent any provision of this Article is inconsistent with the dispute resolution provisions of any contract between or among the Parties, this Article shall control. The mediation provided in this Article is in lieu of any dispute resolution process adopted by the North Carolina State Building Commission, which process shall not apply to this Eligible Project.
3. For purposes of this Article the following definitions shall apply:
Construct or *construction* refers to and includes the erection, construction, alteration or repair of the Eligible Project; and
Party or *Parties* refers to the parties listed in Section 4 of this Article.
4. The Town and any Party contracting with the Town or with any first-tier or lower-tier subcontractor for the construction of the Eligible Project agree to participate in good faith in any mediation of a dispute subject to this Article and GS 143-128(g-h), including without limitation the following Parties (if any): architect(s), engineer(s), surveyor(s), construction manager, construction manager at risk, prime contractor(s), surety(ies), subcontractor(s), and supplier(s).
5. In order to facilitate compliance with GS 143-128(g-h), all Parties shall include this Article in every agreement to which it (any of them) is a Party for the Eligible Project without variation or exception. Failure to do so will constitute a breach of contract, and the Party failing to include this Article in any agreement required by this Article shall indemnify and hold harmless the remaining Parties from and against any and all claims, including without limitation reasonable attorney fees and other costs of litigation, arising in any manner from such breach. Notwithstanding the foregoing provisions of this Section, it is expressly understood and agreed that the Parties are intended to be and shall be third-party beneficiaries of the provisions of this Article and can enforce the provisions hereof.
6. a. The following disputes are not subject to mediation:
 - i. A dispute seeking a non-monetary recovery; and
 - ii. A dispute seeking a monetary recovery of \$15,000 or less.

- b. A dispute seeking the extension of any time limit set forth in an agreement to construct the Project shall be subject to mediation pursuant to this Article and GS 143-128(g-h), but only if the damages which would be suffered by the Party seeking the extension would exceed \$15,000 if the disputed extension is denied. To the extent that liquidated damages are set forth in such agreement as the measurement of damages for failure by such Party to meet such time limit, such liquidated damages shall be the exclusive standard for determining the amount of damages associated with such dispute.
7. For purposes of this Article, a dispute is limited to the recovery of monetary damages from the same transaction or occurrence against a single Party or two or more Parties alleged to be liable jointly, severally or in the alternative. Two or more disputes may not be consolidated or otherwise combined without the consent of all Parties to such disputes.
 8. In addition to such matters as are required by the Rules, a request for mediation shall include the amount of the monetary relief requested.
 9. Prior to requesting mediation, a Party must form a good faith belief that it is entitled under applicable law to recover the monetary amount to be included in the request from one or more of the remaining Parties. Such belief must be based on a reasonable and prudent investigation into the dispute that is the subject of the request. The request for mediation must be based on such investigation and may not include any amount or the name of any remaining Party, unless supported by such investigation and good faith belief by the Party requesting the mediation.

In addition, prior to requesting mediation, the initiating Party must request a pre-mediation meeting of the principals of the Parties engaged in the dispute. Such request for a pre-mediation meeting shall be made in writing and upon at least 10 business days' notice of the requested meeting date.
 10. If a Party breaches any provision of Section 9, it shall indemnify and hold harmless all other Parties from any costs, including reasonable attorney fees and other costs of litigation, and damages incurred by such other Parties that arise from such breach.
 11. All expenses incurred by a Party to a dispute in preparing and presenting any claim or defense at the mediation shall be paid by the Party. Such expenses include without limitation preparation and production of witnesses and exhibits and attorney fees. All other expenses of the mediation, including filing fees and required traveling and other expenses of the mediator, shall be borne as follows: one half by the Party requesting the mediation, with the remaining parties paying equal shares of the remaining expenses and costs; provided that, if the Town is named as a party to the mediation, the Town shall pay at least one-third of the mediation expenses and costs divided among the Parties. If more than one Party to a dispute requests a mediation, the mediation expenses and costs to be divided among the Parties shall be borne equally by the Parties to the dispute; provided that, if the Town is named as a party to the mediation, the Town shall pay at least one-third of the mediation expenses and costs divided among the Parties.

All expenses incurred by a Party in preparing for, holding and attending a pre-mediation meeting of principals shall be paid by that Party.
 12. The mediation shall be held at a location agreeable to the mediator and all of the Parties; provided that, if no agreement can be reached, the mediation will be held at such location in Union County, as the mediator shall determine.
 13. The provisions of this Article are subject to any other provision of this Agreement concerning the submission, documentation and/or proof of any claim or dispute. Such other provisions shall apply in full force and shall be satisfied as a condition precedent to mediation pursuant to this Article.
 14. The Parties understand and agree that mediation in accordance with this Article shall be a condition precedent to institution of any legal or equitable proceeding seeking monetary recovery based on any dispute that is subject to mediation pursuant to this Article.

END OF DISPUTE RESOLUTION REQUIREMENTS

VI. SPECIFICATIONS

6.1 ASPHALT

All asphalt used in the construction of this project shall consist of all elements covered by Section 610 of the Standard Specifications.

All cost associated in the adjustment of utilities (sewer manholes, water valve boxes, etc.), removal/hauling away existing asphalt during paving operations, shall be included in the unit price bid for Asphalt.

All work associated in the adjustment of utilities shall be in accordance with Section 858 of the Standard Specifications.

6.2 CONCRETE

A. Compressive Strength

All concrete used in the construction of this project shall be 3600 PSI strength at twenty-eight (28) days, unless otherwise specified. No adjustment will be allowed for the required use of high-early strength concrete. When the Contractor is requested to use high-early strength concrete in certain areas, he must furnish a copy of the delivery ticket to the project inspector prior to allowing traffic to proceed across the item in question before the required seven-day curing period.

Concrete cylinders shall be prepared by the Town's designated materials testing firm. It shall be the responsibility of the Contractor to protect the cylinders until such time as they are taken to the designated materials testing laboratory. Not less than five (5) cylinders (six (6) for structures) shall be made for each day's pour.

B. Slump

The maximum slump of the concrete used on the project shall be as defined in Section 1000 of the Standard Specifications. The Town's designated testing firm shall provide all equipment necessary to test the slump of the concrete and at a frequency established by the Engineer and in accordance with ASTM C 143. The sample taken for determination of slump will be obtained immediately prior to the concrete being discharged onto the project. Concrete failing to meet requirements for slump will be subject to rejection.

C. Air Content

The air content of the concrete used on this project shall be as defined in Section 1000 of the Standard Specifications. The Town's designated testing firm shall provide all equipment necessary to test the air content of the concrete and shall test the air content at a frequency established by the Engineer. The sample taken for the determination of air content will be obtained immediately prior to the concrete being discharged onto the project. Concrete failing to meet specification requirements for air content will be subject to rejection.

D. Acceptance and Testing Standards

Concrete batching, sampling, testing and evaluation shall be done in accordance with the standards listed below:

ASTM C94	Standard Specifications for Ready Mixed Concrete
ASTM C172	Standard Method of Concrete Sampling
ASTM C470	Tentative Specification for Molds for Forming Concrete Test Cylinders Vertically
ASTM C31	Standard Method of Making and Curing Concrete
ASTM C143	Standard Method of Test for Slump of Portland Cement Concrete
ASTM C42	Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
AASHTO T199-72	Air Content of Freshly Mixed Concrete by the Chace Indicator
ASTM C231-82	Standard Test for Air Content of Freshly Mixed Concrete by the Pressure Method

E. Concrete Finishes

The type of finish required will be that required by the section of specifications directly applicable to the work being constructed. All exposed surfaces of retaining walls, structures, and etc. shall be given a Class 2 finish as described by Section 420-18 (f) of the Standard Specifications unless indicated otherwise in the plans.

F. Compressive Strength Quality Assurance for Incidental Concrete

The following Quality Assurance Specifications shall apply only to incidental concrete used in the construction of this project. Incidental concrete shall be defined as any concrete not used in the construction of rigid pavement or any concrete that is not an integral part of a structure. The acceptability of any questionable structural concrete used in the construction of this project will be evaluated on a case by case basis.

It is the intent of these specifications to provide an equitable means of accepting materials that may vary slightly from the specification range stated in the Standards Specifications in lieu of total rejection, removal, repair or non-payment. The Engineer will determine acceptability of materials in accordance with the applicable sections of these specifications. When materials are not within specification limits, an adjusted payment may be allowed as delineated in these specifications, except where the level and variability of test results indicate a degree of noncompliance with requirements so great as to make the material unacceptable. Unacceptable material shall be either re-worked or replaced at no additional cost to the Town. The Engineer reserves the right to reject questionable material at any time in lieu of making reduced payment.

Concrete will be tested and accepted with respect to compressive strength on the basis of the average test results of concrete test cylinders. It shall be the responsibility of the Town's designated testing firm to prepare test cylinders in accordance with ASTM C31. It shall be the Contractor's responsibility to adequately protect the cylinders until such time as they are taken by the Town's designated testing firm to an approved Materials Laboratory for curing and testing. If the average strength of concrete cylinder test results fail to attain the specified minimum compressive strength at twenty-eight (28) days but meets or exceeds 70% of the minimum compressive strength, the Engineer will have the option of instructing the Contractor to replace all concrete represented by those cylinders with concrete meeting specifications or of allowing the concrete to remain in place at a reduced contract price. The contract unit price for such concrete left in place shall be reduced by the following formula:

$$\text{Reduced Unit Price} = \text{Contract Unit Price} \times \frac{\text{Avg. Strength of Test Cylinders at 28 Days}}{\text{Specified min. Compressive Strength}}$$

In the event that concrete cylinder tests fail to meet minimum compressive strengths at twenty-eight (28) days, the Contractor will have the option of taking cores from the concrete in question at the Contractor's expense. Cores must be taken and tested in accordance with ASTM C42. The average compressive strength of cores which are correctly tested shall then be used as the basis for acceptance of concrete in lieu of concrete test cylinder results discussed above. The above criteria for acceptance of concrete with respect to compressive strength shall then be applied to core test results. Cores must be taken thirty-one (31) days after placement of concrete. Cores will be tested by the Town's designated testing firm. A minimum of three (3) cores shall be taken from questionable concrete, unless otherwise specified by the Engineer. Cores shall be taken from locations selected by the Engineer.

If the average strength of the concrete test results (cylinders and cores) fail to attain seventy percent (70%) of the specified minimum compressive strength at twenty-eight (28) days, all applicable concrete shall be rejected. The Contractor, at no additional cost to the Town, shall remove the rejected concrete and replace it with concrete meeting specifications.

6.3 EROSION AND SEDIMENTATION CONTROL MEASURES

The Contractor shall install and maintain all erosion and sedimentation control measures and devices necessary to comply with the Erosion and Sedimentation Control Plan and applicable local and state ordinances and laws. All erosion and sedimentation control measures and devices shall be installed prior to beginning clearing or grading operations. Such devices shall be maintained in proper working condition from installation throughout the duration of the Project.

The Contractor shall indemnify and hold harmless the Town for any penalties imposed against the Town by any local or state agency for the Contractor's failure to install and properly maintain erosion and sedimentation control devices. The Contractor shall immediately correct any deficiencies in erosion and sedimentation measures identified by the Town or local or state agency. If the Contractor fails to correct the deficiencies within 24 hours after notification, the Town will have such corrections performed and assess the cost of these corrections plus a 100% surcharge against the Contractor.

The Contractor will install silt bags in all catch basins that are located in the construction area where proposed asphalt surface treatments or rehabilitation of the existing subgrade is being performed. These devices will be monitored on a per week basis.

If any borrow or waste areas are to be utilized, it shall be the responsibility of the Contractor to notify the property owner that the property owner is responsible for any damage occurring from the site, either as part of the agreement with the Contractor, or on his own. All work, sediment control structures, and seeding will be at the cost of the property owner or Contractor. The Town will not participate in the cost of this work on the waste or borrow areas. Prior to final payment being made, the Contractor shall obtain a release from the property owner of the borrow or waste site utilized for the Project.

The Contractor shall include the cost of installing and maintaining erosion and sedimentation control devices in the appropriate line items unless otherwise specified

6.4 FULL DEPTH STREET REPAIRS

Unless otherwise shown in the plans or stated by the Engineer in the field, all full depth street repairs will consist of digging out a five-inch depth specified area and replacing it with intermediate base course (I 19.0 B) or an approved equal. If the repaired area is not sealed off with an appropriate one inch (1") layer of asphalt surface mix in a suitable time frame, the area in question will be inspected again and if found to be unsuitable the Contractor will replace the area at no cost to the Town.

6.5 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 a minimum of 2" deep, a maximum of 1/8" thick, and minimum 1" wide before breaking and removing adjacent pavement.

When the Contractor proposes to saw pavement more than one foot from the proposed pavement (curb, sidewalk, structure, etc.), 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 proper unit price bid line items. **This includes work on existing streets that have been repaired using Full Depth Pavement Recycling.**

6.6 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.

All work covered in this special provision shall be in accordance with, and all materials shall conform to, the requirements of the Charlotte Mecklenburg's "Landscape Construction Standards" (see website).

6.7 STORM DRAINAGE STRUCTURES & PIPES

The Contractor shall build inverts in all drainage structures. Inverts shall maintain pipe flow-line and shape with a minimum depth of 1/8th the pipe diameter and a minimum side slope of 2 inches per foot unless otherwise directed by the Engineer. There will be no separate measurement or payment for this work, as it will be considered incidental to the construction of drainage structures.

All storm drainage structures shall be masonry. No pre-cast drainage structures are allowed without prior written approval from the Engineer.

The Contractor shall provide written verification to the Engineer that all storm drainage pipes have been installed at the proposed slopes as shown on the plans or as directed by the Engineer prior to placing subgrade material over the pipes.

END OF SPECIFICATIONS

VII. PROJECT GENERAL CONDITIONS

7.1 ADDITIONAL WORK AND CONTACT WITH PROPERTY OWNERS

No additional work or deviation from the original sketch drawings shall be allowed without written approval from the Engineer. All contact with property owners shall be through the Project Inspector. Work requested by the property owner that is not part of the approved sketch drawings/specifications must be contracted between the property owner and the contractor. Any additional work by the contractor for the property owner shall not begin until all Town work has been completed and accepted. The contractor shall not suggest or recommend additional work to the property owners during the performance of the work contracted with the Town.

7.2 CONTRACT (Intent of Contract)

The intent of the contract is to prescribe the work or improvements that the Contractor undertakes to perform, in full compliance with the work orders issued by the Town, specifications, special provisions, proposal, and contract. In case the method of construction or character of any part of the work is not covered by the work order, these specifications shall apply. The Contractor shall perform all work in accordance with the lines, grades, typical sections, dimensions, and other data shown on the work order or as may be modified by written orders, and shall do such special, additional, extra, and incidental work as may be considered necessary to complete the work to the full intent of the work order and specifications. Unless otherwise provided in the contract, the Contractor shall furnish all implements, machinery, equipment, tools materials, supplies, transportation, and labor necessary for the prosecution and completion of the work.

The Town reserves the right to terminate the contract or to allow the contract period to lapse without having expended the awarded amount.

Unit price adjusted will be per the Yearly Unit Price Adjustment specification contained in this project contract.

Contract renewals may be considered by the Engineer (see AGREEMENT FOR CONSTRUCTION, section "Contract Time").

The maximum duration of the original contract period and any subsequent contract renewal periods will not exceed four years (1460 calendar days) from the original notice to proceed date (if directed by the Engineer, work orders dated prior to the four year total contract duration date may be completed).

7.3 CONSTRUCTION STAKES, LINES AND GRADES

The Contractor shall be responsible to establish and maintain all necessary staking of lines and grades for all projects.

7.4 CREW

A construction crew shall be defined as the assemblage of supervisor, workers and equipment that are assigned to each specific project location. All crews shall be in accordance with Section 108-1 "Prosecution and Progress" of the Standard Specifications; which states that the Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials and methods of construction as may be required to complete the work described in the contract, or as directed by the Engineer.

7.5 PAYMENT FOR PARTIAL PIPE SECTIONS

Payment for partial pipe sections shall include all elements of work required to cut reinforced concrete, polyvinyl chloride, or corrugated metal drainage pipe to obtain partial pipe sections necessary for completion of the project as designed.

Pipe section shall be defined as the original pipe length ordered from the supplier and delivered to the job site prior to cutting which is incorporated into the project.

Remaining pipe shall be defined as that portion of pipe, which has been cut from section of pipe, but is not incorporated into the project.

The Contractor shall cut pipe as required to complete the project using current industry standard methods and equipment.

Pipe placement under this special provision shall be in accordance with Section 300 "Pipe Installation" of the Standard Specifications.

All partial pipe sections incorporated into the project will be paid for at the contract unit price per linear foot.

When pipe installation is measured and paid for at the contract unit price per linear foot, there will be no separate measurement or payment for saw cutting the pipe.

The quantity of partial pipe sections shall be measured and paid in accordance with one of the following methods:

1. When less than half a single pipe section, measured to the nearest foot, is incorporated into the project, no separate measurement or payment will be made for the remaining section of pipe not incorporated into the project. The remaining pipe will be removed from the project site at no cost to the Town.
2. When more than half a single pipe section but less than the full section is incorporated into the project, a separate measurement and payment will be made for the remaining pipe. The remaining pipe will be measured to the nearest foot. The contractor will be paid 50% of the bid price per foot for the remaining pipe. The remaining pipe will be removed from the project site at no cost to the Town.

7.6 PROJECT

A Project shall be defined as the work or construction to be performed at a specific location, as defined in a written Work Order issued to the Contractor.

7.7 PROJECT WORK ORDER

Due to the nature of the work, project work orders will utilize a partnering philosophy between the Town of Indian Trail and the Contractor. The Engineer will determine final design, scope, and measurement and payment solutions.

Individual projects will vary in size, value and duration. Each project will be constructed using a project specific work order.

At any given time, the contractor may be assigned:

- One Project
- Multiple Projects
- No Projects

7.8 PROJECT NOTICE TO PROCEED

A written Project Notice to Proceed will be issued to the Contractor for each project. Issuance of the Project Notice to Proceed will begin the Project Period.

7.9 PROJECT PERIOD

The number of calendar days established by the Engineer in consultation with the Contractor to complete a Project.

7.10 PROJECT LIQUIDATED DAMAGES

Project liquidated damages will be assessed at the rate of \$500.00 per calendar day for failure to complete a project within the Project Period.

7.11 PROSECUTION AND PROGRESS

Unless otherwise specified, the Contractor shall submit his/her Project progress schedule for the Owner's approval upon Owner's request. The Contractor's Project progress schedule, when approved by the Owner, may be used to establish major construction operations and to check on the progress of the Work.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Owner's request, submit a revised schedule for completion of the Project within the Project Period and modify his/her operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the Work be discontinued for any reason, the Contractor shall notify the Owner in writing at least 24 hours in advance of resuming operations.

7.12 ADJUSTMENT OF PROJECT PERIOD

The Project Period may be adjusted only by change order, when requested by the Contractor in writing and approved by the Owner, for reasons outside of the Contractor's control, as follows:

- A. Natural disasters affecting the site; or
- B. Excessive rainfall during the entire calendar month, defined as total monthly rainfall in excess of the normal rainfall for that calendar month and total number of days with more than 0.10 inches of rainfall in excess of the normal number of such days for that calendar month. Normal values shall be taken as published in "Climatology of the United States No. 20 for North Carolina"; or
- C. Suspension of the Work as order by the Owner; or
- D. Delays in critical work by others that is not part of this Contract; or
- E. Significant additions to the scope of the Work.

The Contractor shall bear the burden of proof that a delay has been caused by factors outside his control, shall clearly demonstrate how the delay impacts the critical path of the Work as shown on his work schedule as last revised, and shall demonstrate that he has made reasonable and prudent efforts to overcome the impact of the delay on the critical path. With respect to item (b) above, a condition precedent to meeting its burden of proof will be the monthly submission to the owner of a statement of the number of days, if any, the Contractor was prevented from prosecuting the Work during the immediately preceding month due to excessive rainfall.

7.13 FAILURE TO COMPLETE PUNCH LIST ON TIME

For each Project, the Contractor shall complete all punch list items determined by the Owner within thirty (30) calendar days after receipt of punch list. Should the Contractor fail or refuse to complete all punch list items to the satisfaction of the Owner within the said 30-day period, the Owner shall have the right to complete all said punch list items. In such event, Owner shall be entitled to recover from Contractor the Owner's actual costs incurred in completing such punch list items, plus any and all consequential damages and costs incurred by Owner as a result of Contractor's failure to complete such punch list items. Failure to complete all punch list items within sixty (60) calendar days, shall be considered Default.

7.14 PROJECT WORK ORDER MEASUREMENT AND PAYMENT

Measurement and Payment for individual Work Orders will be by Unit Prices as set forth in the Bid. However, if a Work Order contains elements of work which were not bid (“Non-Bid Elements”), then the Engineer, in his sole discretion, may use either of the following methods to measure payment for those Non-Bid Elements. It is understood that the applicable labor rates will have been Bid, and that labor will never be a Non-Bid Element.

The Contractor shall prepare a written estimate of the quantities of Non-Bid Elements required to complete the Work Order, which estimate will include all units of equipment and materials that were not bid. Engineer shall have the sole discretion to approve, reject or revise the written estimate or portions thereof.

Once the estimate is approved, payment for the included Non-Bid Elements will be determined by:

- **Materials and Equipment:** The approved materials will be paid for at cost, including transportation charges paid by the Contractor, plus 10 percent. The Contractor shall furnish the Engineer records and receipts including quantities and prices paid to verify the materials incorporated into the project.

For materials incorporated into the project that were not specifically purchased for the subject work, but are taken from the Contractor’s stock, the Contractor shall furnish an affidavit certifying that such materials were taken from his stock, the quantity was incorporated into the work, and the price and transportation cost requested represent the actual cost to the Contractor.

- **Subcontractors:** Where the Town authorizes subcontracting, Work done by an authorized Subcontractor will be paid upon receipt of an approved invoice and 10 percent will be added to the invoice amount. Contractor is required to solicit informal bids from at least three subcontractors for all work projected to cost \$5,000 or more.
- **Miscellaneous:** No additional allowance will be paid for superintendence, the use of manually powered hand tools, or other costs for which no specific allowance is provided.
- **Negotiated Lump Sum:** The Engineer and Contractor shall negotiate in good faith to reach a mutually agreeable price for the Non-Bid Elements.

7.15 YEARLY UNIT PRICES ADJUSTMENT

The Town will use the United States Department of Labor, Bureau of Labor Statistics, Washington, D.C., Producer Price Index (PPI) for Materials and Components for Construction to calculate the Yearly Unit Price Adjustment:

A Unit Price Adjustment Letter will be sent to the Contractor in January of each year through the life of the original contract and all contract renewal periods.

The unit price adjustment will be added to each contract unit price except “Contract Mobilization”.

The adjusted unit prices will be paid for all work began after February 1st. The initial unit price adjustment will be computed based on the number of days remaining in the calendar year beginning with the date of the notice to proceed.

The method for determining the Yearly Unit Price Adjustment will be as follows:

Selected PPI, Materials and Components for Construction:

Information source: U.S. Department of Labor, web site (www.bls.gov)
Series Id: WPSSOP2200
Not Seasonally Adjusted
Group: Stage of processing

Item: Materials and Components for Construction
Base Date: 8200

Method (Simple percentage method)

Example: if the PPI Index for Construction materials is 110.0 when the base price is set. A year later when the first adjustment is made, the figure is 115.5. This represents an increase of 5.0 percent in the unit cost as shown.

Index at time of calculation.....	115.5
Divided by index at time base price was set.....	110.0
Equals	1.050

This means that the base price will be increased by 5.0 percent. To proceed:

Base price	\$.1,000
Multiplied by	1.050
Equals adjusted price.....	\$.1,050

In later years, this procedure will be applied again by taking the current index value and dividing by the index value at the time the base price was set, and then proceeding just as described above.

If the base price adjustment is zero (0) or less no adjustment will be made for that year.

Use of Preliminary (P) numbers in the PPI price index:

When the December PPI index number is expressed as a Preliminary (P) number; the Town will use the preliminary number to calculate the Yearly Unit Price Adjustment. Once the preliminary number is changed to a final number no further adjustment will be calculated by the Town. The difference between the preliminary number and the final number will be considered insignificant for the purpose of the Town's calculation. The changed yearly unit prices sent to the Contractor in the January letter will not be recalculated, adjusted or changed.

END OF PROJECT GENERAL CONDITIONS

VIII. PROJECT SPECIAL PROVISIONS

8.1 SP1 – CONTRACT MOBILIZATION

Description: Work covered by this special provision consists of preparatory work and operations which must be performed or for costs incurred prior to beginning work on the contract.

Payment: Payment for the entire lump sum contract price for the item of "Contract Mobilization" will be limited to **3%** of the sum of the remaining contract items, and will be made with the first pay request paid on the original contract and any renewals.

No unit price adjustment will be made for this item throughout the life of this contract.

Payment for the entire lump sum contract price for the item of "Contract Mobilization" will be made with the first pay request at the original contract price on each contract renewal.

There will be no unit price adjustment upon contract renewal for the item of Contract Mobilization.

Payment will be made under:

CONTRACT MOBILIZATION.....LS

8.2 SP2 – DAILY MOBILIZATION

Description: Work covered by this special provision consists of preparatory work and operations including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to individual project sites necessary for work on the project; removal and disbandment of those personnel, equipment, that were established for the prosecution of the work on the project; and for all other work and operations which must be performed for costs incurred prior to beginning work on the items on various projects.

Measurement: Each contract crew shall prosecute the work at each project location as described in the “Crew” specification of this contract.

If adverse weather or other circumstance prevents contract crew(s) from working on a specific project location for less than **four (4) hours** in any calendar day, there will be no “Daily Mobilization” payment for said crew(s). After four hours of work, payment will be at the following rates:

Working more than four (4) hours but less six (6) hours 50% of Daily Mobilization
Working six (6:01) or more hours 100% of Daily Mobilization

Not more than one (1) “Daily Mobilization” will be paid for each project location per calendar day.

Payment: All work covered by this special provision will be paid for at the contract unit price per each for Daily Mobilization. Amount bid for this item shall not exceed **\$375.00 per day**.

Payment will be made under:

DAILY MOBILIZATION.....DAY

8.3 SP3 – BORROW EXCAVATION

Description: The work covered in this special provision includes all elements of work covered in section 230 "Borrow Excavation" of the Standard Specifications with the following exception pertaining to payment.

Measurement: Measurement shall be made in accordance with the Standard Specifications, Section 230-5 "Truck Measurement".

Payment: The quantity of Borrow Excavation, measured as provided above, will be paid for at the contract unit price per cubic yard for "Borrow Excavation. When Borrow Excavation is used to replace soil that has been determined to be unsuitable by the Engineering Department due to moisture, poor soil composition, or other factors, the contract unit price for borrow excavation shall include all excavation, removal from site, and proper disposal of unsuitable soil.

This payment does **not** include removal of discarded tires, construction debris, stumps, trash, or any materials other than "soil". These items will be paid under Haul to Sanitary Landfill under their individual contract unit prices.

Payment will be made under:

BORROW EXCAVATION.....CY

8.4 SP4 – SELECT BACKFILL MATERIAL

Description: Work covered in this special provision consists of furnishing, placing, and compacting select material as shown on the plans or as directed.

Select material shall be placed in pipe excavations that cross the existing or proposed roadway or as directed. Select material shall not be used to backfill pipe excavations that are outside the roadway or parallel to the road beneath the proposed curb and gutter. Those pipe systems shall be backfilled with local material (suitable material excavated during the pipe / structure excavation or suitable unclassified excavation) unless otherwise directed.

It is anticipated that select material will be used as structural backfill to replace unsuitable soil, when the Engineer deems the soil unsuitable. The Engineer will determine the amount and location of select material to be used on the project. The Contractor shall not remove soil from the project without approval from the Engineer.

Materials: Select material, shall meet the requirements of NCDOT, Standard Specifications for Roads and Structures, Select Material, Class 3, Type 2 (section 1016-3), or other approved classes or materials as directed.

With written approval and without additional compensation, a higher class of material may be substituted than stated in the plans or specifications.

Measurement: Where onsite project material meeting the requirements for select material as specified in Section 1016 is used, there will be no separate measurement or payment for the local material used.

Where other than onsite project material meeting the requirements for select material is used, the quantity of select material to be measured and paid for will be the actual number of tons of select material, weighed in trucks on certified platform scales or other certified weighing devices, which has been hauled to the project site and incorporated into the completed and accepted project.

The Contractor shall not use select material until all onsite project material meeting the requirements of Section 1016-3 has been incorporated into the project. If the contractor brings select material onto the project for his own convenience: that material will not be measured or paid for as select material.

Payment: Select material, measured as provided above, will be paid for at the contract unit price per ton for "Select Material". Such payment will be full compensation for all work covered by this special provision, including but not limited to furnishing, hauling, placing, compacting select material and if required removal and disposal from site.

Payment will be made under:

SELECT BACKFILL MATERIAL.....TN

8.5 SP5 – FOUNDATION CONDITIONING MATERIAL (#57 STONE):

Description: The item includes providing and placing #57 stone for Foundation Conditioning Material in accordance with Section 300, Foundation Conditioning Material, of the Standard Specifications.

This item includes providing and placing #57 stone as Bedding Material for pipe culverts in accordance with Section 300 Bedding Material, of the Standard Specifications.

Measurement: Measurement for Foundation Conditioning Material shall be in accordance with sub-article 300-8 (B) (2) "Using Other Than Local Materials", of the Standard Specifications. No measurement will be made of undercut excavation, and the material used for conditioning the foundation shall be #57 stone.

The contractor shall refer to the detail "Pipe Installation" contained in the Detail Drawings of these specifications for limits of pipe trench excavation.

The quantity of Foundation Conditioning Material to be paid for will be the actual number of tons of #57 stone, weighed in trucks on certified platform scales or other certified weighing devices, which has been used as foundation conditioning material.

Measurement for Bedding Material shall be in accordance with sub-article 300-8 (D) Bedding Material of the Standard Specifications.

Payment: The quantity of Foundation Conditioning Material, measured as provided above, will be paid for at the contract unit price per ton for "#57 Stone for Foundation Conditioning".

No direct payment will be made for undercut excavation. Payment at the contract unit price for #57 Stone for Foundation Conditioning will be full compensation for all work of undercutting pipe foundation; hauling and disposing of excavated materials; providing placing and shaping Foundation Conditioning Material.

This payment does **not** include removal of discarded tires, construction debris, stumps, trash, or any materials other than "soil". These items will be paid under Haul to Sanitary Landfill under their individual contract unit prices.

The quantity of Bedding Material, Pipe Culverts, measured as provided above, will be paid for at the contract unit price per ton for "#57 Stone for Bedding Material, Pipe Culverts".

Payment at the contract unit price per ton for "#57 Stone for Bedding Material, Pipe Culverts" will be full compensation for all work of providing placing and shaping bedding material.

Payment will be made under:

FOUNDATION CONDITIONING MATERIAL (#57 STONE).....TN

8.6 SP6 – HAUL ROAD STABILIZATION

Description: The work covered by this special provision includes all elements of work required to furnish, transport, stockpile if required by the Engineer, placing and shaping graded stone material to stabilize haul roads, in accordance with this specification and as directed by the Engineer.

Materials: The graded stone shall be #5 washed stone. Soil stabilization fabric shall be in accordance with Section 1056 "Engineering Fabrics" of the Standard Specifications.

Methods: The Contractor shall place and shape stone in accordance with Indian Trail-Mecklenburg Land Development Standard Detail 30.11A, "Stabilized Construction Entrance".

Measurement: The quantity of Haul Road Stabilization to be paid for will be the actual number of square yards of stabilized haul road which has been installed and accepted.

Payment: Payment for Haul Road Stabilization measured as provided above, will be made at the contract unit price per square yard for Haul Road Stabilized.

This price and payment will be full compensation for all elements of work required to furnish, maintain and remove stabilized haul road which includes but is not limited to furnishing soil stabilization fabric, furnish, transport, stockpile if required by the Engineer, placing and shaping graded stone material for use as a stabilized haul road at locations specified on project work orders.

Payment will be made under:

HAUL ROAD STABILIZATION.....SY

8.7 SP7 – ROCK REMOVAL (by Drilling and Blasting or Jackhammering)

Description: Work covered by this special provision consists of the excavation and satisfactory disposal of rock encountered within the limits of the trench excavation.

Removal Method: Rock shall be defined as any subsurface material (except abandoned concrete foundations and pavements), which cannot be excavated by an equipment which is capable of producing 31,000 pounds of curling force.

When the Contractor encounters rock, the Engineer shall be notified to verify that the material cannot be removed as defined above and to determine measurement limits. Disposal shall be in accordance with Section 802 in the Standard Specifications.

Measurement: The quantity of rock excavation to be paid for will be the actual number of cubic yards of rock, measured in its original position and computed by the average end area method, which has been excavated and disposed of. Measurements for the determination of actual quantities of rock excavated shall be confined to 2 feet either side of the trench excavation. There will be no measurement of quantities of rock excavated beyond these limits.

For measurement and payment there shall be no distinction made between drilled and blasted rock and jackhammered rock or a combination of the two items.

Payment: The quantity of rock excavation, measured as provided above, will be paid for at the contract unit price per cubic yard for "Trench Rock Removal (by Drilling and Blasting or Jackhammering)". For measurement and payment there shall be no distinction made between drilled and blasted rock and jackhammered rock or a combination of the two items. Such payment will be full compensation for all work covered by this special provision including but not limited to drilling, splitting, pneumatic hammering, blasting, excavating and disposing of rock.

Payment will be made under:

ROCK REMOVAL (by Drilling and Blasting or Jackhammering).....CY

8.8 SP8 – EXCAVATION FOR DITCHES

Description: The work covered by this special provision includes all elements of work covered by Section 240, "Ditch Excavation" with the following clarification to be incorporated into the specification.

Ditch Excavation, as utilized in this contract is typically time consuming and low production.

"Satisfactory disposal of all materials excavated", shall be defined as **all excavation, hauling from site, and dump fees** required to satisfactorily dispose of materials excavated as directed by the Engineer.

It is anticipated that all Ditch Excavation will be removed from the job site, but when the Contractor is directed to spoil the excavated material on the Job site there will be no **extra measurement or payment** made for such work.

Seeding and Mulching is **not** including in this item.

Measurement: Measurement will be per Section 240, "Ditch Excavation".

Payment: Payment will be per Section 240, "Ditch Excavation".

There will be no payment for the removal of unsuitable material from the job site or the spoiling of unsuitable material on the job site.

All Contractor cost incurred when the excavated material is spoiled on the job site shall be included in the unit price bid for "Ditch Excavation" per CY. All Contractor cost incurred in **excavating, hauling from site, and dump fees** to remove unsuitable material from the job site shall be included in the price bid for "Ditch Excavation".

Payment will be made under:

EXCAVATION FOR DITCHES..... CY

8.9 SP9 – EXCAVATION FOR PIPE INSTALLATION

Description: The work covered by this special provision includes all elements of work covered by Section 300 , "Pipe Installation" ; Section 310," Concrete Pipe Culverts"; Section 315,"Corrugated Aluminum Alloy Pipe Culverts"; Section 320, "Corrugated Steel Pipe Culverts"; Section 322, "Corrugated Steel Pipe Arch Culverts"; Section 324, "Bituminous Coated Corrugated Steel Pipe Culverts"; Section 325,"Concrete Lined Corrugated Steel Pipe Culverts"; Section 326, "Bituminous Coated Corrugated Steel Pipe Arch Culverts"; Section 328, "Corrugated Steel Structural Plate Pipe and Pipe Arch" Section 330, "Corrugated Aluminum Alloy Structural Plate Pipe and Pipe Arch"; Section 340, "Vitrified Clay Pipe Culverts"; Section 342, "Welded Steel Pipe"; Polyethylene Pipe and other plastic pipe specified; except that the provisions of the above referenced sections pertaining to method of measurement, basis of payment, or compensation will not apply when installing pipe at depths greater than five feet.

This item also includes shoring and bracing in accordance with OSHA 1926, Subpart P (Trenching and Shoring), 29 CFR part 1910 (Confined Spaces) and all other applicable regulations.

Any pipe sections that will need to be installed greater than 10.0 ft in depth will be designed by a licensed North Carolina certified professional engineer.

Measurement: The quantities of Excavation For Pipe Installation (Trench cuts 6” to 10”) to be paid for will be the actual number of linear feet of pipe which has been installed at a depth greater than five feet but not more than 10 feet.

All measurements will be from the bottom of trench excavation to original ground or subgrade; whichever is less. There will be no measurement of the depth of undercut excavation (undercut will be measured and paid for under section 300, "Pipe Installation" sub-article 300-8 B "Foundation Conditioning" (2)" Using Other Than Local Material").

The design depth of bedding material will be included in the vertical measurement of extra depth of trench cut.

Benching excavation or laying back extra depth trenches shall be performed only with the written authorization from the Engineer.

Payment: The quantity of extra depth of trench cut as measured above will be paid for at the contract unit price per linear foot for Excavation for Pipe Installation (Trench cuts 6” to 10”).

Such payment will be full compensation for all work covered by this special provision, including but not limited to all excavation, backfilling and compacting.

For Excavation for Pipe Installation (Trench cuts 6" to 10") the contractor will be paid the bid price per linear foot for the pipe being installed plus the bid price per linear foot for the applicable extra depth.

No separate measurement or payment will be made for shoring and/or bracing; use of trench boxes or other OSHA approved methods.

No separate measurement or payment will be made for benching, laying-back extra depth trench excavations or material used.

Any pipe sections that will need to be installed greater than 10.0 ft in depth will be designed by a licensed North Carolina certified professional engineer and will not be paid under this line item. All costs associated for this work will be funded through SP-38 "Unspecified Special Services".

Payment will be made under:

EXCAVATION FOR PIPE INSTALLATION (Trench cuts 6" to 10") LF

8.10 SP10 – PIPE TIE-IN

Description: This special provision consists of all labor, equipment and materials needed to construct joints and connections of new pipe to existing endwalls and other existing drainage structures as may be necessary to complete the work shown on the drawings or as directed by the Engineer.

Construction Methods: The work shall be performed in accordance with the provisions of Section 300, 310 of the Standard Specifications with the exception of measurement and payment.

Measurement: The quantity of pipe tie-ins to be measured and paid for will be the actual number of pipe tie-ins made to existing endwalls and existing drainage structures.

There will be no measurement or payment when new or existing pipe is tied into new endwalls or new drainage structures.

Payment: The quantity of pipe tie-in measured as provided above, will be paid for at the contract unit price per each for "Pipe Tie-In". Such payment will be full compensation for all work covered by this special provision.

Payment will be made under:

PIPE TIE-IN EA

8.11 SP11 – PIPE COLLARS

Description: The work covered by this special provision includes of all elements of work covered by Section 840 -B "Minor Drainage Structures" of the Standard Specifications (Pipe Collars and Plugs), except that the provisions of the above referenced sections pertaining to materials, construction methods, measurement and payment will be amended as follows.

Materials: Pipe Collars are to be constructed of 3600 p.s.i. concrete per the project "Concrete" special provision.

Construction Methods: Pipe Collars are to be excavated per NCDOT, Roadway Standard Drawing 840.72. The Engineer may alter the pipe collar dimensions based on existing field conditions.

Measurement: The quantity of concrete pipe collars to be paid for will be the actual number of cubic yards of concrete, computed from the dimensions shown in the Standard Drawing 840.72, or from revised dimensions authorized by the Engineer prior to placement of concrete.

In cases where the measurement for pipe collar totals less than 1 cubic yard, the total measurement will be rounded-up to one (1) cubic yard.

Payment: Payment for Concrete Pipe Collar, measured as provided above will be made at the contract unit price per cubic yard for Concrete Pipe Collar. This price and payment will be full compensation for all work required to complete concrete pipe collars in accordance with this special provision.

Payment will be made under:

PIPE COLLARS.....CY

8.12 SP12 – EXCAVATION FOR PIPE COLLARS

Description: This specification is to be used when the Contractor constructs pipe collars around existing pipe systems to repair blowouts or other pipe failures.

This specification is not to be used when the contractor is building pipe collars to connect existing pipe to new pipe or new pipe to new pipe. This special provision also includes excavation, stock piling, placement, compaction of soil and all shoring needed to build Pipe Collars.

When the excavated soil is determined to be unsuitable by the Engineer the Contractor will furnish, place and compact Borrow Excavation or Select Material in accordance with the appropriate measurement and payment specification for “Borrow Excavation” and or “Select Material.

There will be no separate measurement or payment for the excavation, removal, hauling (off site hauling) or disposal (to include all dump fees) of unsuitable soil.

This item will be measured and paid for in addition to the payment for Pipe Collars.

Any excavation for pipe collars at a depth greater than 10.0 ft shall be designed by a licensed North Carolina certified professional engineer.

Measurement: The quantity of Excavation for Pipe Collars will be the vertical measurement of soil that is excavated to build Pipe Collars.

There will be no measurement or payment for “EXCAVATION FOR PIPE COLLARS” when the pipe collar is used to connect existing pipe systems to new pipe systems or new pipe systems to new pipe systems.

(There will be two measurement and payment items for each Pipe Collar: one item for the excavation and one item for the Pipe Collar per Cubic Yard.) There will be no measurement or payment for shoring or the removal of unsuitable soil.

- a. Pipe collars installed at a depth of up to but not more than 5 feet.
- b. Pipe collars installed at a depth greater than 5 feet but more than 10 feet.

All measurements will be from the bottom of trench excavation to original ground or subgrade; whichever is less. There will be no measurement of the depth of undercut excavation (undercut will be measured and paid for under section 300, "Pipe Installation" sub-article 300-8 B "Foundation Conditioning" (2)" Using Other Than Local Material").

The design depth of bedding material will be included in the vertical measurement of "EXCAVATION FOR PIPE COLLARS".

Payment: The quantity of "EXCAVATION FOR PIPE COLLARS" as measured above will be paid for at the contract price per each for EXCAVATION FOR PIPE COLLARS ___ft to ___ft. Such payment will be full compensation for all work covered by this special provision, including but not limited to all excavation, stock piling, placement, compaction of soil, all shoring needed to build Pipe Collars and the offsite removal of unsuitable soil excavated in the limits of the Pipe Collar.

No payment for pipe excavation greater than 10.0 ft in depth will be paid for under this special provision. All costs associated for this work will be funded through SP-38 "Unspecified Special Services".

Payment will be made under:

EXCAVATION FOR PIPE COLLARS (Excavation up to 5" Depth)..... EA
EXCAVATION FOR PIPE COLLARS (Excavation from 5" to 10") EA

8.13 SP13 – ASPHALT PAVEMENT (SUPER PAVE MIX)

Description: The work covered by this section includes all elements of work covered by Section 654, "Asphalt Plant Mix, Pavement Repair" of the Standard Specifications. The work consists of construction of asphalt pavements including but not limited to, asphalt overlay, driveways and walkways in accordance with these specifications and with the Standard Specifications, with the lines, grades, thickness, and typical sections established by the Engineer.

The pavement will be accepted with respect to strength and thickness on a lot by lot basis and subject to adjusted unit prices as provided in the standard specifications. The Contractor may use any combination of equipment which will effectively perform the necessary construction operations. When directed by the engineer, the surface course shall be placed using an approved self-propelled paver at no additional cost to the Town. All paving equipment shall be at the job site sufficiently ahead of the start of paving operations to be examined thoroughly and approved by the Engineer.

All equipment shall be maintained in a satisfactory operating condition by the Contractor while in use on the work.

This section also includes all unclassified excavation, joint preparation, and the removal and disposal of any existing pavement in the work area.

Measurement: The quantity of asphalt pavement to be paid for will be the actual number of tons of asphalt pavement, which has been completed and accepted. There will be no distinction made between types of asphalt mix or asphalt mix formulas for measurement and payment. All asphalt pavements will be measured and paid for under the line item of "Asphalt Pavement"; there will be an additional payment for the tons of "Asphalt Binder for Plant Mix" used.

Payment: The quantities of asphalt pavement, measured as provided for in this section will be paid for at the contract unit price for asphalt pavement per ton.

ASPHALT PAVEMENT (SUPER PAVE MIX)..... TN

8.14 SP14 – NON-STANDARD DRAINAGE STRUCTURES

Description: The work covered by the special provision applies to non-standard drainage structures and includes all elements of work in Section 840 "Masonry Drainage Structures" of the Standard Specifications, except that this special provision will apply to all pipe diameters. This special provision shall be used as directed by the Engineer.

This special provision also includes Reinforcing Steel for Non-Standard Drainage Structures in accordance with Section 425 "Reinforcing Steel" of the Standard Specifications except that the portion pertaining to Materials will not apply. Reinforcing Steel used under this special provision shall be I-Beam of dimensions directed by the Engineer.

Measurement: The quantity of Non-Standard Drainage Structures to be paid for will be in accordance with Section 840-4(2), Volume Basis of the Standard Specifications.

The quantity of I-Beam steel for reinforcing in drainage structures to be paid for will be the actual number of pounds (LB) of reinforcing steel which have been installed and accepted.

Payment: The quantity of non-standard drainage structures, measured as provided above, will be made at the contract unit price per cubic yard for “Non-Standard Drainage Structures”. This price and payment will be full compensation for all elements of work required to construct the drainage structures in accordance with the specifications.

Payment will be made under:

NON-STANDARD DRAINAGE STRUCTURES CY
REINFORCING STEEL LB

8.15 SP15 – PIPE REMOVAL

Description: The work in this special provision includes, but is not limited to all elements of work in Section 340 “Pipe Removal” of the Standard Specifications except that the portion pertaining to measurement or payment will not apply.

Measurement: The quantity of pipe removal to be paid for will be the actual number of linear feet of pipe and flared end sections, measured to the nearest foot, which has been removed in accordance with this provision. The pipe must have a minimum diameter of twelve (12) inches and no separate measurement will be made for various diameter or type of pipe.

Payment: The quantity of pipe removal, measured as provided above, will be paid for at the contract unit price per linear foot for “Pipe Removal”. This price and payment will be full compensation for all elements of work required to excavate, remove, haul and dispose of all pipe to be removed under this special provision.

Payment will be made under:

PIPE REMOVAL LF

8.16 SP16 – STRUCTURE REMOVAL

Description: Work covered by this special provision consists of the excavation and satisfactory disposal of cast-in-place concrete, brick masonry, block masonry, or precast concrete inlets, catch basins, junction boxes, spring boxes, manholes, and other minor drainage structures (excluding endwalls) that are to be removed for the construction of a new drainage structure or removed for the convenience of the Town. This specification does not include drainage structures with pipes larger than 48 inches or drainage structures that are more than 12 feet deep (deeper or larger structures will be paid for by negotiated lump sum or time and materials).

Removal Methods: Existing drainage structure shall be removed when directed by the Engineer. When traffic is to be maintained, the removal of the structure shall be done so that half the width of the roadway will be available to traffic. Existing structures shall be removed in such a manner that any nearby facilities will not be damaged. Disposal shall be in accordance with Section 802 in the Standard Specifications.

Measurement: The quantity of structure removed (including floor slab) to be paid for will be the actual number of existing structures which have been excavated and disposed of. Structure depth will be determined by measuring from the finished elevation of the frame and grate or ring and cover to the lowest pipe invert.

Payment: The quantity of existing structures removed, as measured above, will be paid for at the contract unit price per each for "Removal of Existing Structures". Such payment will be full compensation for all work covered by this special provision including but not limited to excavation and disposal.

Payment will be made under:

STRUCTURE REMOVAL EA

8.17 SP17 – WALL REMOVAL

Description: Work covered by this special provision consists of the excavation and satisfactory disposal of cast-in-place concrete, brick masonry, block masonry, wooden or pre-cast concrete endwalls retaining walls or headwalls that are to be removed for the construction of new walls or removed for the convenience of the Town.

Removal Methods: Existing walls shall be removed when directed by the Engineer. Existing wall shall be removed in such a manner that any nearby facilities will not be damaged. Disposal shall be in accordance with Section 802 in the Standard Specifications.

Measurement: The quantity of walls (including footings) to be paid for will be the actual number of cubic yards of wall and footing measured in place prior to removal from site, which has been removed and disposed of.

Payment: The quantity of wall, measured as provided above, will be paid for at the contract unit price per cubic yard for "Wall Removal". Such payment will be full compensation for all work covered by this special provision including but not limited to removal of the wall, excavation and removal of the footing and all disposal of debris to include dump fees.

Payment will be made under:

WALL REMOVAL CY

8.18 SP18 – 4” CONCRETE SIDEWALK, 6” CONCRETE WHEELCHAIR RAMPS, 6” CONCRETE DRIVEWAYS, AND CONCRETE CURB AND GUTTER (VALLEY and 2'-6")

Description: The work covered by this special provision consists of all elements of work covered by Section 846 “Concrete Curb and Gutter” and Section 848 “Concrete Sidewalk, Driveways, and Wheelchair Ramps” of the Standard Specifications. **This item includes sawcutting, excavation, backfill, removal and disposal of existing concrete and the installation of new 4” Concrete Sidewalk, 6” Concrete Wheelchair Ramps, 6” Concrete Driveways, and Concrete Curb and Gutter (Valley and 2'-6").** Indian Trail Land Development Standards 1.12A, 1.12B, 1.17, and NCDOT Std. 848.05 shall be followed in the installation, construction and materials used for concrete work.

Work areas shall be clearly marked with construction barrels or caution tape at all times. All debris shall be removed from the work area daily. Installation of the new concrete must occur within 24 hours of the excavation and removal of the existing concrete; otherwise the Contractor must secure the work area with temporary methods at the Contractor’s expense. Temporary methods of securing the work area must meet the approval of the Engineer. Backfilling along with seeding and mulching shall occur no later than 3 days following the pouring of the concrete.

Methods and Materials: The concrete mix design shall conform to the requirements of the Concrete section under the Specifications section of this Contract.

The Contractor shall incorporate existing castings encountered within the limits of the project to match the adjacent finished work. No direct payment will be made for this work. Any costs anticipated should be included in other contract quantities bid price.

Measurement: The quantity of 4” Concrete Sidewalk to be paid for will be the actual number of square yards of 4” Concrete Sidewalk measured along the surface of work which has been completed and accepted. The quantity of 6” Concrete Driveway to be paid for will be the actual number of square yards of 6” Concrete Driveway measured along the surface of work which has been completed and accepted. The quantity of 6” Concrete Wheelchair Ramps to be paid for will be the actual number of 6” Concrete Wheelchair Ramps installed and has been completed and accepted. The quantity of specified Concrete Curb and Gutter to be paid for will be the actual number of lineal feet of Concrete Curb and Gutter measured along the surface of work which has been completed and accepted.

Payment: Payment for 4” Concrete Sidewalk will be the number of square yards (SY) of 4” sidewalk measured in place. Payment for 6” Concrete Driveway will be the number of square yards (SY) of 6” driveway measured in place. Payment for 6” Concrete Wheelchair Ramps will be each (EA) for the number installed and accepted.

Payment for Concrete Curb and Gutter will be the actual number of linear feet (LF) removed and replaced in the field which has been accepted by the Engineer.

Payment will be made under:

4” CONCRETE SIDEWALK.....	SY
6” CONCRETE DRIVEWAY.....	SY
6" CONCRETE WHEELCHAIR RAMPS.....	EA
CONCRETE CURB AND GUTTER (VALLEY and 2'-6").....	LF

8.19 SP19 – 4” CONCRETE PAVED DITCH

Description: The work covered by this section consists of all elements of work covered by Section 850, "Concrete Paved Ditch”, except that the provisions of the above referenced sections pertaining to, materials, measurement, payment, will be amended as follows.

Materials: Concrete Paved Ditch shall be 3600 psi concrete per the project “Concrete” Special Provision.

Construction Equipment: Perform the work in accordance with the provisions of Section 850.

Method of Measurement: Measure the quantity of paved ditch in accordance with the provisions of Section 850, with the following amendments:

If the paved ditch excavation exceeds 22 inches (existing ground elevation to proposed paved ditch sub grade) the excavation that exceeds 22 inches will be measured and paid for under the pay item of “Ditch Excavation”.

If the paved ditch excavation does not exceed 22 inches (existing ground elevation to proposed paved ditch sub grade) there will be no separate measurement or payment for ditch excavation.

Payment: The quantity of paved ditch, measured as provided in this section will be paid for at the contract unit price per square yard for “4” Concrete Paved Ditch”.

Payment will be made under:

4” CONCRETE PAVED DITCH	SY
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8.20 SP20 – MATTING FOR EROSION CONTROL

Description: The work covered in this special provision includes all elements of work covered in Section 1631, “Ditch Liner and Erosion Control Blankets” of the Standard Specifications with the following exceptions pertaining to Materials, Installation, and Payment.

Material:

Matting Description for Erosion Control	Type	Stitched Centers	Tensile Strength (lbs/ft)	Elongation (%)	Weight (oz/sy)
100 % Biodegradable Coconut	100% Coconut fiber matrix woven with natural and	1.5 inches	340 x 210	7.5 – 11	10

	organic fiber netting				
Composite Semi-degradable	100% Coconut fiber matrix stitch bonded between a heavy weight UV stabilized top and bottom net	1.5 inches with UV stabilized polypropylene tread	650 x 900	10.5 – 13.40	14.5
100% Synthetic	100% UV stabilized polypropylene fiber matrix stitch bonded between heavy weight UV stabilized top and bottom net	1.5 inches with UV stabilized polypropylene thread	1150 x 1350	13	20
100 % Biodegradable Straw	100% straw fiber matrix	1.5 inches with photodegradable thread	145 – 175	20 – 25	6-10

Staples Article 1060-8

This item also includes all elements of work required for seedbed preparation, furnishing and applying fertilizer, limestone, and grass seed in accordance with SP-21, “Seeding and Mulching” provision of these specifications except that the portion pertaining to mulch will not apply.

Installation: Installation will be in accordance with Section 1631, “Ditch Liner and Erosion Control Blankets Construction” with the exception that the staple pattern will be per the Manufacturer’s recommendations or as directed by the Engineer.

Measurement: Measurement will be per Section 1631 “Ditch Liner and Erosion Control Blankets”.

Payment: Payment will be per Section 1631, “Ditch Liner and Erosion Control Blankets” with the exception that no separate measurement or payment will be made for seedbed preparation, furnishing and applying fertilizer, limestone and grass seed for Erosion Control Matting.

Payment will be made under:

MATTING FOR EROSION CONTROL (100% Biodegradable Straw Matting)	SY
MATTING FOR EROSION CONTROL (100% Biodegradable Coconut Matting)	SY
MATTING FOR EROSION CONTROL (Composite Semi-Degradable Matting)	SY
MATTING FOR EROSION CONTROL (100% Synthetic Matting).....	SY

8.21 SP21 – SEEDING AND MULCHING

Description: 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 and other operations necessary for the permanent establishment of grasses and legumes from seed on shoulders, slopes, ditches, stream banks 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.

Methods: All work covered in this special provision shall be in accordance with the requirements of the Indian Trail "Landscape Construction Standards" Landscape Planting and Seeding Section 04000.

Materials: All work covered in this special provision shall be in accordance with, and all materials shall conform to, the requirements of the Indian Trail "Landscape Construction Standards" Landscape Planting and Seeding Section 04000, except for the following;

Grass Seed:

Grass seed shall be Tall Fescue Grass as specified on plans with a 95% minimum purity and 85% minimum germination, and be free of noxious weed seeds, as certified by the North Carolina Co-op Improvement Association or its approved equivalent by the Engineer. Seed shall be delivered to the site in sealed standard size containers, showing weight, analysis, name of vendor and germination test. Seed, which has become wet, moldy, over one year old, or otherwise damaged, will not be accepted. During winter months (November – January) a mixture of 70% fescue & 30% annual rye is required on stream banks. During summer months (June – August) 70% fescue & 30% brown top millet will be required on stream banks.

Approved Tall Fescue Cultivars:

Adventure	Duster	Phoenix
Adventure II	Falcon	Plantation
Anthem II	Finelawn Petite	Rebel Sentry
Arid 3	Finesse	Renegade
Aztec II	Focus	Southern Choice
Barlexas	Genesis	Tarheel
Barrera	Grande	TF 66
Bingo	Mohawk	Tracer
Black Magic	Mustang II	Virtue
Bravo	Obsidion	Watchdog
Dixie Green	Olympic Gold	Wolfpack

New cultivars will be considered for review.

(Note: The use of Kentucky 31 is not permitted unless pre-approved by the Engineer and only on a case-by-case basis.)

Measurement: The quantity of seeding and mulching to be paid for will be the actual number of square yards of seeding and mulching, measured along the surface of the ground, which has been completed and accepted.

Payment: The quantity of seeding and mulching, measured as provided above, will be paid for at the contract unit price per square yard for "Seeding and Mulching". Such payment will be full compensation for all work covered in this special provision, including seedbed preparation; furnishing and applying seed, limestone, fertilizer, mulch, asphalt, and other materials; and maintenance.

Payment will be made under:

SEEDING AND MULCHINGSY

8.22 SP22 – SELECTIVE TREE REMOVAL / SELECTIVE UNDERGROWTH REMOVAL

Description: Work covered by this special provision includes the removal and disposal of trees, bushes, stumps, and undergrowth as directed by the Engineer and in accordance with the provisions of these specifications.

This item includes all elements of work and equipment required to complete the project including but not limited to, climbing, tying-off, cutting and lowering limbs, grinding brush and stumps, and removing from site as directed by the Engineer. Trees with diameters larger than 36 inches will be paid using the time and materials.

Removal Methods:

(A) Trees, Bushes, and Stumps:

Tree and bush removal shall be accomplished by current industry standard methods. Stumps shall be removed to a minimum depth of 2 feet below the natural ground surface, unless otherwise directed by the Engineer. When only a stump is removed, it will be measured across the top and paid at 50% of the price for that size tree.

(B) Undergrowth:

All plants taller than 6 inches and less than 6 inches in diameter shall be classified as undergrowth. All undergrowth shall be removed from the construction area, except those plants which are designated by the Engineer to be preserved. Stumps of removed undergrowth shall be removed unless otherwise directed by the Engineer.

(C) Disposal:

All trees, bushes, stumps, and undergrowth removed shall be disposed of in accordance with the applicable requirements of Article 200-5 of the Standard Specifications.

Damage to Remaining Vegetation: The Contractor shall conduct his operations in such a manner to prevent injury to vegetation that is to remain growing, and also to prevent damage to adjacent property.

If any such injuries to vegetation occur, broken branches shall be removed and rough edges of scarred edges shall be shaped and made smooth in accordance with the "Landscape Construction Standards". Any vegetation that is damaged to such an extent as to destroy their value for landscape purposes shall be removed, disposed of, and shall be replaced by the contractor at no additional cost to the Town. Any grass or ground cover that is damaged shall be seeded and mulched by the Contractor at no additional cost to the Town.

Measurement: The quantity of selective tree removal to be paid for will be the actual number of trees which have been removed and disposed of. The diameter will be determined by measuring the circumference of the tree forty-two (42) inches above the above average ground level. The quantity of selective undergrowth removal to be paid for will be the actual number of square yards of undergrowth (including bushes) removed, measured along the surface of the ground, which has been completed and accepted.

Payment: Selective Tree Removal- The quantity of selective removal, measured as provided above will be paid for at the contract unit price per each for "Selective Tree Removal, _____ inch to _____ inch diameter.

Selective Undergrowth Removal - The quantity of selective undergrowth removal, measured as provided above, will be paid for at the contract unit price per square yard for "Selective Undergrowth Removal". Such payment will be full compensation for all work covered by this special provision, including the removal and disposal of designated stumps, and undergrowth; and repairing any damage to vegetation.

Payment will be made under:

SELECTIVE TREE REMOVAL, 6 INCH TO 12 INCH DIAMETER	EA
SELECTIVE TREE REMOVAL, 13 INCH TO 24 INCH DIAMETER	EA
SELECTIVE TREE REMOVAL, 25 INCH TO 36 INCH DIAMETER	EA
SELECTIVE UNDERGROWTH REMOVAL	SY

8.23 SP23 – TREE PROTECTION FENCE

Description: Work covered by this special provision consists of furnishing and erecting tree protection fence at locations shown on the plans and as directed by the Engineer.

Materials: Materials shall be as specified in Indian Trail Landscape Construction Standards Tree Preservation and Protection Section 01000.

Methods: The tree protection fence shall be constructed in accordance with Indian Trail Landscape Construction Standards Tree Preservation and Protection Section 01000. Tree protection fence shall be maintained in its originally installed condition throughout the project duration. Payment will not be made for any tree protection fence which is not properly maintained.

Measurement: The quantity of tree protection fence to be paid for will be the actual number of linear feet of tree protection fence, measured along the fence, which has been erected and accepted.

Payment: The quantity of tree protection fence, measured as provided above, will be paid for at the contract unit price bid per linear foot for "Tree Protection Fence". Such payment will be full compensation for all work covered by this special provision, including but not limited to furnishing and erecting fence material, posts, and all incidentals.

Payment will be made under:

TREE PROTECTION FENCE..... LF

8.25 SP25 – CHAIN LINK FENCE (RESET OR REPLACE)

Description: Work covered by this special provision consists of removing and disposing of existing fence and furnishing and erecting chain link fence or resetting existing fence as shown on the plans and in accordance with the provisions of these specifications.

Materials:

(A) POSTS:

All posts shall be hot dip galvanized round pipe. Posts shall be anchored in concrete footings at least three times the diameter of the posts. Line posts may be set with a post driver. Posts damaged by power driving will not be accepted. Terminal posts shall be set thirty-six inches below grade. Line posts shall be set twenty-seven inches below grade. Terminal posts shall be 2 ½ inch X .055 wt. Line posts shall be 1 5/8 inch X .055 wt.

(B) TOP RAILS:

Top rails 1 3/8 inch X .047 wt are to be provided with couplings every twenty feet. The couplings are to be outside sleeve type at least six inches long. The top rail is to pass through the line post loop caps and form a continuous brace from end to end of each stretch of fence.

(C) TERMINAL POST CAPS, LOOP CAPS, TOP, INTERMEDIATE AND BOTTOM RAIL ENDS:

Terminal Post Caps, Loop Caps, Top, Intermediate and Bottom Rail Ends shall be hot dip galvanized and weather tight.

(D) FENCE FABRIC:

Fence fabric shall be 11.5 gauge galvanized wire, woven in a 2 3/8 inch mesh and locked in a standard chain link form.

(E) TENSION BARS:

Fabric shall be securely fastened to all terminal posts using 3/16 inch x 5/8 inch galvanized tension bars and standard 3/4 inch X 14 gauge pressed steel edge bands.

(F) BRACE AND TENSION BANDS:

Bands shall be 3/4 inch X 12 gauge pressed steel applied at one per linear foot of fence height.

(G) TIE WIRES:

All tie wires shall be 11 gauge aluminum wires. The top rail tie wires shall be spaced a maximum of fourteen inches apart. Tie wires on line posts shall be applied at a rate of one per linear foot of fence height with all twist wire ends to be located inside of fence.

(H) SWING GATES:

Gates shall be standard residential single or double swing type. All dimensions and material specifications shall meet the above requirements for "Chain Link Fence".

Methods: Construction methods for chain link fence shall be in accordance manufacturer specifications.

Measurement: The quantity of chain link fence to be paid for will be the actual number of linear feet of fence, measured from center of post to center of post, which has been completed and accepted. The quantity of gates to be paid for will be per each gate which has been completed and accepted. There will be no separate measurement of posts.

Payment: The quantity of chain link fence, measured as provided above, will be paid for at the contract unit price per linear foot for "Chain Link Fence." Such payment will be full compensation for all work of removing and disposing of existing fence and furnishing and installing proposed fence, tie wires, stretcher bars, top rails, tension wire, line posts, post braces and all incidental materials.

Payment will be made under:

CHAIN LINK FENCE (4' or 5').....	LF
CHAIN LINK FENCE (Standard Gates) (4' or 5').....	EA
CHAIN LINK FENCE RESET.....	LF

8.25 SP25 – SPLIT RAIL FENCE

Description: The work covered by this special provision consists of removing and disposing of existing fence and furnishing and erecting split rail fence as indicated on the work order and as directed by the Engineer.

Materials:

(A) POSTS:

All material for timber posts and braces shall meet the requirements of Section 866-2"Materials" of the Standard Specifications.

(B) RAILS:

All materials for timber rails will be of standard length, width and thickness, and will be made from treated pine.

(C) GATES:

All dimensions and material specifications shall meet the above requirements for Posts and Rails. Gates shall be furnished with suitable metal connections to fasten them securely to the posts.

(D) WIRE FABRIC:

All material for the wire fabric which supplements the split rail fence will be standard galvanized or coated 2" x 4" wire fabric.

Methods: Construction methods for split rail fence shall be in accordance with manufacturer's specifications. For split rail fence with wire, the wire fabric will be securely fastened to the split rail fence and the split rail gate with fasteners indicated by the manufacturer or as directed by the Engineer. Split rail gates must be approved by the Engineer.

Measurement: The quantity of split rail fence to be paid for will be the actual number of linear feet of split rail fence measured in place from center of each post or gate to center of end post or gate post exclusive of gate sections, which has been completed and accepted.

Gates: The quantity of gates to be paid for will be the actual number of gates, which have been installed and accepted.

Fence and Gate Reset: The quantity of split rail fence reset to be paid for will be the actual number of linear feet of fence which has been reset and accepted. The quantity of split gate reset will be the actual number of split rail fence gates that have been removed and reset as directed by the Engineer.

Wire Fabric: The quantity of wire fabric to be paid for will be the actual number of linear feet of wire fabric, which has been installed and accepted.

There will be no separate measurement or payment for timber rails, posts, braces, fasteners and incidental materials required to complete the split rail fence as directed by the Engineer.

Payment: Payment for split rail fence, measured as provided above, will be made at the contract unit prices per linear foot for "Split Rail Fence Two or Three". The quantity of wire fabric, measured as provided above, will be paid for at the contract unit price per linear foot for 2" x 4" wire fabric. The quantity of split rail fence gates, measured as provided above, will be paid for at the contract unit price per each. The quantity of Gate Reset, measured as provided above, will be made at the contract unit price per each. Such prices and payments will be full compensation for all elements of work required to remove and dispose of existing fences, and furnishing and installing proposed fence, rails, posts, braces, fasteners and all incidentals necessary to complete the split rail fence as directed by the Engineer.

Payment will be made under:

4" SPLIT RAIL FENCE (2-Rail or 3-Rail)	LF
2" X 4" WIRE FABRIC	LF
4" SPLIT RAIL FENCE (Standard Gates)	EA
4" SPLIT RAIL FENCE (Standard Gate Reset)	EA

8.26 SP26 – 4" SUBSURFACE DRAINAGE SYSTEM

Description: Work covered by this special provision includes the construction of subsurface drainage in accordance with the requirements shown on Town of Indian Trail Land Development Standards 2.24, details and the provisions of these specifications.

Materials:

Materials shall meet the requirements of the following standards:

Filter Fabric (Type 1)	Standard Specifications, Section 1056
#57 Stone	Standard Specifications, Section 1005
Perforated Pipe	Standard Specifications, Article 1044-6

Construction Methods: Subsurface drainage shall be constructed in accordance with Article 815-3 of the Standard Specifications and the ITLDS 2.24 "Subdrain Detail".

Measurement: The quantity of subsurface drainage to be paid for will be the actual number of linear feet of subsurface drainage, measured horizontally along the top of the pipe, which has been constructed and accepted.

Payment: The quantity of subsurface drainage, measured as provided above, will be paid for at the contract unit price per linear foot for "Subsurface Drainage".

Such payment will be full compensation for all work covered by this special provision, including but not limited to all excavation, backfill, and compaction; furnishing and placing perforated pipe, wyes, tees, and elbows, stone, and filter fabric; connecting the subdrain to existing subdrain systems or drainage structures; and hauling and disposing of waste materials.

Payment will be made under:

4" SUBSURFACE DRAINAGE SYSTEM LF

8.27 SP27 – 4" PVC & 4" DIP SANITARY SEWER SERVICE LINE RELOCATION/ REPLACEMENT

Description: The work in this special provision includes, but is not limited to all elements of work required to relocate or replace existing sanitary sewer laterals with 4" PVC pipe or 4" Ductile Iron Pipe in accordance with Section 1520 "Sanitary Sewer Installation" of the Standard Specifications and the latest edition of Union County Public Works Department Water and Sewer Policies, Procedures, Standards and Specifications. In the event of a discrepancy, the Union County Public Works Department Water and Sewer Policies, Procedures, Standards and Specifications Manual will take precedence.

Materials and Construction Methods: Materials and methods used to perform work under this special provision will be in accordance with the latest edition of Union County Public Works Department Water and Sewer Policies, Procedures, Standards and Specifications.

Measurement: The quantity of Sanitary Sewer Relocation / Replacement 4" PVC pipe or 4" Ductile Iron Pipe to be paid for will be the actual number of linear feet of pipe, measured horizontally along the top of pipe prior to backfilling, which has been installed and accepted.

Payment: Sanitary Sewer Relocation / Replacement 4" PVC pipe or 4" Ductile Iron Pipe, will be paid for at the contract unit price per linear foot for Sanitary Sewer Relocation / Replacement 4" PVC pipe or 4" Ductile Iron Pipe. This price and payment will be full compensation for all elements of work required to complete the project as specified and as directed by the Engineer, including but not limited to scheduling with residents and Union County or Private Utility Owners; pumping effluent during relocation / replacement; maintaining drives during the relocation / replacement; erosion control measures; installing temporary watertight plugs in the new line if required; type III stone bedding; mandrel testing of PVC sewer lines; solid rock excavation; all connections to existing sewer lines, manholes, and laterals, permanent pavement repairs which are not paid for under another item in this contract and restoring the site to previous or better condition.

Payment will be made under:

4" PVC PIPE (Sanitary Sewer Service Line Relocation/Replacement)..... LF
4" DUCTILE IRON PIPE (Sanitary Sewer Service Line Relocation/Replacement) LF

8.28 SP28 – PUMPING (DEWATERING)

Description: Pumping will be in accordance with Section 414-6 of the Standard Specifications with the following exceptions, the need and duration of the pumping operation will be approved by the Engineer prior to beginning work.

Up to three pumps may be required for dewatering under this special provision.

Measurement: The quantity of pumping will be measured per day. There will be no measurement of a pump held in ready. There will be no separate measurement or payment for related items needed to run a pumping operation. This includes but is not limited to all gas, labor, maintenance and related items required to pump.

Payment: The quantity of pumping, measured as provided in this special provision will be paid for at the contract unit price for pumping. There will be no partial payment for this item. Any pumping in a 24hr period will constitute a day of pumping and will be paid for at the unit price bid for Pumping.

Payment will be made under:

PUMPING (DEWATERING) DAY

8.29 SP29 – LABOR RATES

Description: The work covered by this special provision consists of the contractor providing all labor, operators and hand equipment necessary to complete the activity appropriately and in a legal manner.

The work includes a combination of hand labor, and equipment for utility purposes and for hauling.

Debris shall be described as all man-made or natural materials including but not limited to discarded washing machines, car batteries, tires, shopping carts, living or dead trees and undergrowth, and stumps.

(A) FORMAN AND PICKUP:

Description: Foreman & Pickup shall be defined as those employees of the Contractor whose normal work duties include the supervision of daily operations of laborers, equipment operators and equipment and are paid by the Contractor at the rate of Forman.

Measurement: Measurement of Foreman & Pickup will be the actual number of hours worked on the project. This measurement shall include the use of a pickup truck provided by the Contractor. No separate measurement will be made for fuel, oil or maintenance for pickup.

Payment: Foreman and Pickup will be paid for at the hourly rate bid. Foreman and Pickup rates shall include all overhead, profit, and benefits.

(B) TRUCK DRIVER:

Description: Truck Driver shall be defined as those employees of the Contractor whose normal work duties include the operation of medium and heavy trucks and are paid by the Contractor at the rate of Truck Driver.

Measurement: Measurement of Truck Driver will be the actual number of hours worked on the project.

Payment: Truck Driver will be paid for at the hourly rate bid. Truck Driver rates shall include all overhead, profit, and benefits.

(C) OPERATOR:

Description: Operator shall be defined as those employees of the Contractor whose normal work duties include the operation of heavy-duty and light-duty equipment, and are paid by the Contractor at the rate of operator.

Measurement: Measurement of Operator will be the actual number of hours worked on the project.

Payment: Operator will be paid for at the hourly rate bid. Operator rates shall include all overhead, profit, and benefits.

(D) LABORER:

Description: Laborer shall be defined as those employees of the Contractor whose normal work duties include manual labor and operation of hand equipment, and are paid by the Contractor at the rate of laborer.

Measurement: Measurement of Laborer will be the actual number of hours worked on the project.

Payment: Labor will be paid for at the hourly rate bid. Labor rates shall include all overhead, profit, and benefits.

Payment:

Payment for Labor Rates, measured as provided above, will be made at the contract unit price per hour for the various items listed under this special provision. These prices and payments will be full compensation for all elements of work including hand labor, light equipment, fuel, lubricants, cutting edges, repairs, and operating costs, overhead and profit and benefits. There will be no separate measurement or payment for hauling or dump fees.

Payment will be made under:

FOREMAN AND PICKUP.....	HR
TRUCK DRIVER.....	HR
OPERATOR.....	HR
LABORER.....	HR

8.30 SP30 – EQUIPMENT

Description: Equipment shall be defined as those types listed under EQUIPMENT in the itemized proposal or other equipment utilized on the project as approved by the Engineer.

Measurement: Measurement of equipment will be the actual number of hours worked on the project.

For the item of “Rammer Compactor (Gas), 1000 lb Blow” no separate measurement or payment will be made for the operator or laborer using the saw; that cost shall be included in the equipment rental rate.

Equipment:

- A. TRACK HOE (CAT 320, Or Comparable)
- B. BACK HOE / LOADER (CAT 426, Or Comparable)
- C. RUBBER TIRE LOADER (CAT 930, Or Comparable)
- D. MINI EXCAVATOR WITH OPERATOR
- E. SKID STEER LOADER (3500 LBS)
- F. DUMP TRUCK WITH DRIVER (Single-Axle)
- G. DUMP TRUCK WITH DRIVER (Multi-Axle)
- H. RAMMER COMPACTOR (GAS), 1000 LB BLOW

Payment: Equipment will be paid for at the hourly rate bid. Equipment rates shall include the cost of fuel, lubricants, cutting edges, all repairs, and all other operating costs other than the operator's wages. Hourly rates for equipment held in ready as directed by the Engineer shall be 50 percent of the rate paid for equipment in use.

Payment will be made under:

TRACK HOE (CAT 320, Or Comparable)	HR
BACK HOE / LOADER (CAT 426, Or Comparable).....	HR
RUBBER TIRE LOADER (CAT 930, Or Comparable)	HR
MINI EXCAVATOR WITHOUT OPERATOR	HR

SKID STEER LOADER (3500 LBS).....	HR
DUMP TRUCK WITH DRIVER (Single-Axle)	HR
DUMP TRUCK WITH DRIVER (Multi-Axle)	HR
RAMMER COMPACTOR (GAS), 1000 LB BLOW	HR

8.31 SP-31 – DUCTILE IRON PIPE:

Description: Work covered by this special provision consists of furnishing and installing ductile iron pipe, with push-on joints, in existing sewer lines in accordance with the work order or as directed by the Engineer.

Materials: All materials shall be in accordance with the latest edition of Union County Public Works Department Water and Sewer Policies, Procedures, Standards and Specifications.

Construction Methods: All construction shall be in accordance with Union County Public Works Department Water and Sewer Policies, Procedures, Standards and Specifications.

Measurement: The quantity of ductile iron pipe to be paid for will be the actual number of linear feet of ductile iron pipe which has been incorporated into the completed and accepted work.

Payment: The quantity of ductile iron pipe, measured as provided above, will be paid for at the contract unit price per linear foot for "Ductile Iron Pipe, Pressure Class 350". Such payment will be full compensation for all work of replacing the pipe in the water or sewer line, including but not limited to excavation and backfilling; removing and disposing of the existing pipe; and furnishing and installing ductile iron pipe and bedding material.

Payment will be made under:

6" or 8" DUCTILE IRON PIPE, PRESSURE CLASS 350	LF
DUCTILE IRON (Miscellaneous Fittings)	LB

8.32 SP32 – CHANNEL CLEANING CREW

Description: Work covered by the special provision consists of providing a crew, materials, and equipment necessary to remove and dispose of channel debris. A "Channel Cleaning Crew" shall be defined as the assemblage of foreman and pickup (1), labors (2 or more) and equipment that are assigned to each specific project location. All crews shall be in accordance with Section 108-1 "Prosecution and Progress" of the Standard Specifications; which states that the Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials and methods of construction as may be required to complete the work described in the contract, or as directed by the Engineer.

Measurement: Measurement for „Channel Cleaning Crew" will be the actual number of hours worked on the project. There will be no separate measurement for hauling and any dump fees at a demolition landfill. A separate measurement and payment will be made for hauling to a sanitary landfill as directed by the engineer.

Payment: The work, measured as provided above, will be paid for at contract unit price per hour for "Channel Cleaning Crew". This payment will be full compensation for all work covered by this special provision, including but not limited to all light equipment chainsaws, fuel, lubricants, cutting edges, all repairs, hauling and dump fess at a demolition landfill, and all other operating costs.

Payment will be made under:

CHANNEL CLEANING CREW	HR
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8.33 SP33 – HAULING MATERIAL TO A SANITARY LANDFILL

Description: The work covered by this special provision includes excavation, loading, hauling and disposal of materials unsuitable for disposal in typical demolition landfills.

Measurement: The quantity of material to be paid for which has been excavated, loaded, hauled and disposed of in a sanitary landfill will be actual number of tons of this material weighed in trucks on certified platform scales or other certified weighing devices. A copy of the documented weight will be provided to the Engineer within 72 hours of disposal.

Payment: The quantity of material hauled to sanitary landfills, measured as provided above, will be made at the contract unit price per ton for “Haul to Sanitary Landfill”. This price and payment will be full compensation for all elements of work required to complete the work including but not limited to excavation, loading, hauling and disposing of material unsuitable for demolition landfills.

Payment will be made under:

HAULING MATERIAL TO A SANITARY LANDFILL TN

8.34 SP34 – CLEANING STREETS, DRIVEWAYS, AND PARKING LOTS

Description: Work covered by this special provision consists of cleaning streets, driveways, and parking lots.

Material: Water

Methods: Equipment shall be a vehicle or other approved device fitted with a tank capable of distributing by pressure thru a spray bar, nozzle or hose arrangement meeting the Engineer’s approval.

Measurement: Shall be through and complete removal of debris, soil and materials of construction activities not resulting from the contractors neglect or poor site maintenance.

Payment: The quantity shall be the price for each cleaning as directed and approved by the Engineer.

Payment will be made under:

CLEANING STREETS, DRIVEWAYS AND PARKING LOTS EA

8.35 SP35 – LANDSCAPING SOIL

Description: Furnish and place approved soil as shown or directed by the Engineer.

Material: Planting mix may be developed by amending the existing soil or removing the existing soil and replacing with new planting mix. It shall be uniform composition throughout, with a mixture of subsoil. It shall be free of stones, lumps, live plants and their roots, sticks, and other extraneous matter. It shall contain no man-made material unless otherwise specified. Planting mix shall not be used while in a frozen or muddy condition.

Unless otherwise specified in the contract documents the planting mix shall contain the following specified percentages of constituents:

CLAY	Minimum 10% - Maximum 40%
SAND	Minimum 20% - Maximum 50%
SILT	Minimum 20% - Maximum 50%

ORGANIC MATERIAL Minimum 5% - Maximum 10%

Organic Material is defined as compost/humus such as sawdust or leaf mold that has completed the decomposition process. Percentage of organic matter shall be determined by loss on ignition, of moisture free samples dried at 65 degrees.

Planting mix shall have an acidity range of pH 5.5 to 7.0.

Any proposed planting mix from a non pre-approved source requires that a sample be submitted to the Engineer 30 calendar days prior to installation and be approved prior to installation.

Methods: Place and uniformly distribute approved soil by hand in areas directed by the engineer.

Mechanized equipment will not be allowed to operate on the placed soil unless specifically approved by the Engineer.

Measurement: The quantity of landscaping soil to be paid will be the actual number of tons weighed in trucks on certified platform scales or other certified weighing in trucks on certified platform scales or other certified weighing devices which has been used as landscaping soil.

Payment: The quantity of landscaping soil, as measured above, will be paid at the contract unit price per ton for landscaping soil. No direct payment will be made for work such as grading, protecting the area prior to or following placing, and hauling.

Seeding and mulching will be paid separately under its respective item.

Payment will be made under:

LANDSCAPING SOIL TN

8.36 SP36 – CROSSING EXISTING SANITARY SEWER MAINS

Description: The work in this special provision includes, but is not limited to all elements of work required to relocate or replace existing sanitary sewer mains in accordance with Section 1520 “Sanitary Sewer Installation” of the Standard Specifications and the latest edition of Union County Public Works (UCPW) Department Water and Sewer Policies, Procedures, Standards and Specifications. In the event of a discrepancy, the Union County Public Works Department Water and Sewer Policies, Procedures, Standards and Specifications Manual will take precedence.

Materials and Construction Methods: Materials and methods used to perform work under this special provision will be in accordance with the latest edition of Union County Public Works Department Water and Sewer Policies, Procedures, Standards and Specifications.

Measurement: The quantity of Sanitary Sewer Main Relocation / Replacement to be paid for will be the actual number of linear feet of pipe, measured horizontally along the top of pipe prior to backfilling (including couplings, sleeves, etc.), which has been installed and accepted.

Payment: Sanitary Sewer Main Relocation / Replacement will be paid for at the contract unit price per linear foot for Sanitary Sewer Main Relocation / Replacement. This price and payment will be full compensation for all elements of work as specified and as directed by the Engineer, including but not limited to scheduling with residents, UCPW and/or Private Utility Owners; pumping effluent during relocation / replacement; maintaining drives during the relocation / replacement; erosion control measures; installing temporary watertight plugs in the new line if required; type III stone bedding; mandrel testing of PVC sewer lines; solid rock excavation; all connections (couplings, sleeves, etc.) to existing sewer lines, manholes, and laterals, permanent pavement repairs which are not paid for under another item in this contract and restoring the site to previous or better condition.

Payment will be made under:

CROSSING EXISTING SANITARY SEWER MAINS LF

8.37 SP37 – UNSPECIFIED SPECIAL SERVICES

Description: This special provision is intended to serve as a drawdown item used to cover unanticipated work not possible to estimate at the time of contract preparation. Example of the Work involved, but not limited to, pipe installed at a depth greater than 10 feet, pipe cleaning, video inspection, survey, specialized equipment, material, professional services, not included in other line items.

Any pipe sections that will need to be installed greater than 10.0 ft in depth will be designed by a licensed North Carolina certified professional engineer.

Measurement: The quantity (dollar value) owed will be the amount paid by the Contractor to with an additional ten (10) percent added to cover supplemental costs. This amount shall be divided by the bid amount which has been set and included in all contracts by the Town.

Payment: The amount owed will be the cost paid plus the maximum 10% mark-up added by the Contractor. The price and payment will be full compensation for all elements of the work, material, equipment, and services covered by this item.

No payment will be given for work performed without prior approval from the Engineer.

Payment will be made under:

UNSPECIFIED SPECIAL SERVICES LS

END OF PROJECT SPECIAL PROVISIONS