



**Town of Indian Trail**  
**Engineering Department**

---

**Memo**

**TO:** Mayor and Town Council  
**FROM:** Scott J. Kaufhold, P.E., Town Engineer  
**DATE:** April 19, 2011  
**COUNCIL DATE:** April 26, 2011  
**SUBJECT:** FY 09-10 Stormwater Maintenance Contract Renewal

---

**General Information:**

The Stormwater Maintenance Contract is a source of funds for continuous work to improve and maintain the existing stormwater system. The original contract was awarded to Bullseye Construction on September 8, 2009 for \$224,170 and was renewed on June 15, 2010. Since that time, the contract amount has been invested in infrastructure repairs and maintenance on structures, walls, pipes, and channels on approximately 242 parcels throughout the town.

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.

**Required Actions:**

Council Renewal of Contract

**Attachments:**

Stormwater Maintenance Contract  
Stormwater Maintenance Contract Extension Agreement

**BID SET NO.** \_\_\_\_\_

**BIDDER** \_\_\_\_\_



**PROJECT MANUAL  
FOR  
STORM WATER MAINTENANCE CONTRACT FY 2009  
PROJECT NUMBER:  
750-2009-001  
TOWN OF INDIAN TRAIL, NORTH CAROLINA**

**TABLE OF CONTENTS**

INVITATION TO BID ..... 6

STANDARD SPECIAL PROVISIONS..... 8

    ADDENDA ..... 8

    ADDITIONAL WORK (NCDOT SECTION 101-3, DEFINITIONS)..... 8

    AWARDING OF CONTRACT ..... 8

    CARE OF WORK..... 8

    CLEANING UP ..... 8

    CLEARING AND GRUBBING..... 8

    CONCRETE ..... 8

    CONSTRUCTION STAKES, LINES AND GRADES..... 10

    CONTRACT BONDS (NCDOT SECTION 103-7 AND 103-9)..... 10

    CONTRACT TIME EXTENSIONS (NCDOT SECTION 108-10, CONTRACT TIME: INTERMEDIATE  
    CONTRACT TIME) ..... 10

    DEFINITION OF TERMS..... 10

    EROSION AND SEDIMENTATION CONTROL MEASURES..... 11

    DRAINAGE STRUCTURES..... 11

    EXECUTION OF CONTRACT ..... 11

    EXISTING UTILITIES ..... 11

    EXTRA WORK (NCDOT SECTION 101-3, DEFINITIONS)..... 12

    GUARANTEE..... 12

    HAZARDOUS MATERIALS..... 12

    INDEMNIFICATION ..... 13

    INSURANCE REQUIREMENTS..... 13

    MATERIALS AND EQUIPMENT STORAGE ..... 14

    NOTICE TO PROCEED..... 14

    OSHA REQUIREMENTS ..... 14

    PERIODIC PAYMENTS ..... 14

    PRE-CONSTRUCTION CONFERENCE..... 14

    PROJECT CLOSEOUT DOCUMENTS ..... 14

    PRUNING AND THINNING OF TREES..... 15

    QUANTITY TICKETS ..... 15

    SAWING EXISTING PAVEMENT..... 15

    SEEDING AND MULCHING ..... 15

    SIDEWALK AND CURB CLEAN UP..... 15

    STANDARD SPECIFICATIONS ..... 16

    SUBLETTING ..... 16

    SUBSURFACE INVESTIGATION ..... 16

    TAX STATEMENT SUBMITTAL ..... 16

    TAXES AND LICENSES ..... 16

    TERMINATION BY THE TOWN FOR CAUSE ..... 16

    TERMINATION BY THE TOWN FOR CONVENIENCE ..... 17

    TREE PROTECTION..... 18

PROJECT SPECIAL PROVISIONS ..... 19

    ADDITIONAL WORK AND CONTACT WITH PROPERTY OWNERS: ..... 19

    ASPHALT CEMENT FOR PLANT MIX: ..... 19

    CONTRACT (INTENT OF CONTRACT): ..... 19

    CONTRACT LIQUIDATED DAMAGES: ..... 19

    CONTRACT PERIOD ..... 19

    CONTRACT RENEWAL:..... 20

    CONTRACT TIME EXTENSIONS: ..... 20

CREW: .....	20
DRAINAGE STRUCTURES:.....	20
EXCAVATION FOR: CURB, CURB AND GUTTER, SIDEWALK AND DRIVEWAY:.....	20
PAYMENT FOR PARTIAL PIPE SECTIONS: .....	21
PROJECT: .....	21
PROJECT LIQUIDATED DAMAGES:.....	21
PROJECT NOTICE TO PROCEED: .....	21
PROJECT PERIOD: .....	22
PROJECT WORK ORDER.....	22
PROJECT WORK ORDER MEASUREMENT AND PAYMENT.....	22
PRUNING AND THINNING OF TREES: .....	23
SCOPE OF WORK: .....	23
TRAFFIC CONTROL .....	23
YEARLY UNIT PRICES ADJUSTMENT:.....	24
<b>MOBILIZATION</b> .....	<b>25</b>
SP-1, CONTRACT MOBILIZATION:.....	25
SP-2, DAILY MOBILIZATION: .....	26
<b>MATERIALS</b> .....	<b>26</b>
SP-3, BORROW EXCAVATION: .....	26
SP-4, SELECT MATERIAL:.....	27
SP-5, FOUNDATION CONDITIONING MATERIAL (#57 STONE):.....	28
SP- 6, HAUL ROAD STABILIZATION:.....	29
SP-7, ROCK REMOVAL (BY DRILLING AND BLASTING OR JACK HAMMERING): .....	29
SP-8, MATTING FOR EROSION CONTROL: .....	30
SP-9, PINE STRAW: .....	31
SP-10, SODDING: .....	32
SP-11, SEEDING AND MULCHING: .....	32
<b>EXCAVATION</b> .....	<b>33</b>
SP-12, EXCAVATION FOR DITCHES (DITCH EXCAVATION):.....	33
SP-13, EXCAVATION FOR PIPE COLLARS:.....	34
SP-14, EXCAVATION FOR PIPE INSTALLATION:.....	35
<b>PIPE</b> .....	<b>36</b>
SP-15, POLYETHYLENE PIPE: .....	36
SP-16, DUCTILE IRON PIPE: .....	37
SP-17, 4" SUBSURFACE DRAINAGE SYSTEM: .....	38
SP-18, 4" PVC & 4" DIP - SANITARY SEWER SERVICE LINE RELOCATION / REPLACEMENT: .....	39
SP-19, PIPE TIE-IN:.....	40
SP-20, PIPE COLLAR: .....	40
<b>STRUCTURES</b> .....	<b>41</b>
SP-22, NON-STANDARD DRAINAGE STRUCTURES: .....	41
<b>REMOVAL / DISPOSAL / ADJUSTMENT</b> .....	<b>42</b>
SP-25, PIPE REMOVAL: .....	42
SP-26, STRUCTURE REMOVAL: .....	42
SP-27, WALL REMOVAL: .....	43
SP-28, SELECTIVE TREE REMOVAL / SELECTIVE UNDERGROWTH REMOVAL:.....	43
SP-29, DISPOSAL OF DISCARDED TIRES / DISMOUNTING TIRES: .....	44
SP-30, CHANNEL CLEANING CREW:.....	45
SP-31, HAULING MATERIAL TO A SANITARY LANDFILL: .....	45
SP-32, PUMPING (DEWATERING):.....	46

ASPHALT .....	46
SP-34, ASPHALT PAVEMENT:.....	46
CONCRETE .....	47
SP-35, 4" CONCRETE PAVED DITCH.....	47
FENCE .....	48
SP-36, CHAIN LINK FENCE:.....	48
SP-37, SPLIT RAIL FENCE: .....	49
SP-38, TREE PROTECTION FENCE: .....	50
SP-39, CLEANING STREETS, DRIVEWAYS, AND PARKING LOTS .....	51
SP-40, LANDSCAPPING SOIL .....	51
LABOR RATES .....	52
SP-41, LABOR RATES:.....	52
FOREMAN & PICKUP: .....	53
TRUCK DRIVER:.....	53
OPERATOR: .....	53
LABORER: .....	53
EQUIPMENT RATES .....	54
SP-42, EQUIPMENT.....	54
TRACK HOE (CAT 320, OR COMPARABLE).....	54
BACK HOE / LOADER (CAT 426, OR COMPARABLE).....	54
RUBBER TIRE LOADER (CAT 930, OR COMPARABLE).....	54
SKID STEER LOADER (3500 LBS).....	54
DUMP TRUCK (SINGLE-AXLE) .....	54
DUMP TRUCK (MULTI-AXLE) .....	54
GAS CUT-OFF SAW.....	54
ITEMIZED PROPOSAL SECTION .....	56
ACKNOWLEDGMENT OF ADDENDA .....	57
ITEMIZED PROPOSAL .....	58
EXECUTION OF BID .....	61
BONDS AND CERTIFIED POWER OF ATTORNEY .....	62
INSURANCE CERTIFICATE.....	63
COMMERCIAL NON-DISCRIMINATION CERTIFICATION .....	64
CONTRACTOR'S AFFIDAVIT RELEASE AND WAIVER OF CLAIM .....	65
STATE/COUNTY SALES/USE TAX STATEMENT.....	66
ACCEPTANCE BY THE TOWN.....	67
APPENDIX B, DETAIL DRAWINGS .....	68
TOWN OF INDIAN TRIAL LAND DEVELOPMENT STANDARDS .....	68
STABILIZED CONSTRUCTION ENTRANCE.....	68
STABILIZED CONSTRUCTION ENTRANCE.....	69



**INVITATION TO BID**

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

**PROJECT NAME:** STORM WATER MAINTENANCE CONTRACT FY 2009  
**PROJECT NUMBER:** 750-2009-001  
**BID DATE AND TIME:** 18 AUGUST, 2009 @ 10:00 am  
**BID OPENING LOCATION:** Town of Indian Trail  
Engineering Department  
130 Blythe Drive  
Indian Trail, NC 28079

**SCOPE OF WORK:** This contract consists of storm water maintenance work within the Town limits of Indian Trail, N.C. The contract is intended to maximize the number of Storm Water maintenance projects constructed. As incentive to the Contractor for productivity and workmanship the Town may renew this contract up to three times not to exceed 1460 contract days.

Contract Documents are available at a charge of **\$25.00** (non-refundable) and can be obtained at the Town of Indian Trail, Engineering Department. If purchasing documents by mail, envelopes should be addressed to the Indian Trail Engineering, Attention: Vicky Watts, PO BOX 2430, Indian Trail, NC 28079. A current e-mail address **must** be provided at the time of contract purchase.

Any question that arise prior to the bid opening will be responded to all bid holders at the same time using this means of communicate.

Bid Bond or Bid Deposit: Each bid that equals or exceeds \$100,000 shall be accompanied by a corporate bid bond or a bid deposit of a certified or cashiers check in the amount of at least 5% of the total amount bid for the contract. When a bid is secured by a bid deposit (certified check or cashiers check), the execution of a bid bond will not be required.

When the bid security is in the form of a bid bond, that bid bond shall be executed by a corporate surety licensed in North Carolina to execute such bonds.

When the bid security is in the form of a cashier's check, or a certified check; that check shall be written on a bank or trust company insured by the Federal Deposit Insurance Corporation, made payable to the order of the Town of Indian Trail.

Contractor's License for Construction Contracts: Bidders shall comply with all applicable laws regulating the practice of General Contracting as required by the General Statutes of North Carolina that require the Bidder to be licensed by the North Carolina Licensing Board for General Contractors when bidding on any project where the bid is **\$30,000** or more.

The Bidder will provide his North Carolina General Contractor's License Number, Classification(s), and Limits in the space provided on the signature page of the bid. An Indian Trail privilege license must be maintained throught out the life of the contract.

Delay in Award: Bids may be held by the Town for a period not to exceed sixty (60) days from the date of the bid opening for the purpose of reviewing bids and investigating qualifications of Bidders.

Equal Employment Opportunity: Bidders will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, disability, or veteran's status.

Itemized Proposal Form: The itemized proposal form provided by the Town shall be used and the Project Manual in its entirety (the Project Manual shall not be taken apart or altered) shall be submitted for bid consideration. All entries including signatures shall be written in ink.

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

<b>BID FOR:</b> _____ (Enter the project name as shown on the Bid Documents) <i>Project Name</i>
<b>BIDDER'S NAME:</b> _____ (Full name of Contractor submitting the bid) <i>Contractor's Name</i>
<b>PROJECT NUMBER:</b> _____ (Town project number as shown on the Bid Documents) <i>Project Number</i>
<b>DO NOT OPEN UNTIL:</b> _____ (Enter the date & time as shown on the Bid Documents) <i>Bid Opening Date &amp; Time</i>

Bid Box: A secure Bid Box (wooden lock box) is located at the Bid Opening Location indicated above. Bids placed in the subject Bid Box prior to the bid opening date and time are considered bids received; and will be opened at the bid opening and read aloud.

Estimated Construction Cost:  
The estimated cost of this Project is not provided.

Bid Phase Contact:  
For information regarding this project during the bid phase contact: Joe Tolan or Adam McLamb at 704-821-1314

## **STANDARD SPECIAL PROVISIONS**

### **ADDENDA**

Addenda will be filed in the Office of the Engineer. Addenda are available online at <http://www.indiantrail.org>. The Bidder shall be responsible for inquiring if Addenda have been issued. All such Addenda shall become part of the contract and all Bidders shall be bound by such Addenda whether or not received or acknowledged by the Bidder.

### **ADDITIONAL WORK (NCDOT Section 101-3, Definitions)**

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

### **AWARDING OF CONTRACT**

The Town will award the contract or contracts conditioned upon funds being available for construction and other governmental approvals as may be required. The contract will be awarded to the lowest responsive and responsible Bidder or Bidders, as required by North Carolina General Statutes. Consideration will be given only to proposals 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 proposals and to waive informalities and technicalities as it may deem to be in its best interest.

### **CARE OF WORK**

The Contractor shall furnish and erect, at no additional cost to the Town, whatever sidewalks, bridges, culverts, or other works as may be necessary for the protection of the public, including, but not limited to, barricades, fences, etc. and for the safe and proper execution of other public utility lines so as not to interfere therewith or damage or cause damage thereto. The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault, omission, or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed hereunder until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Town.

### **CLEANING UP**

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

### **CLEARING AND GRUBBING**

Clearing on this Project shall be performed to the slope stake line or the right-of-way or easement line unless directed otherwise. The Contractor shall obtain permission from the Engineer prior to removing any trees in the easement areas.

### **CONCRETE**

**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 (7) day curing period.

**Concrete cylinders:** Shall be prepared by the Contractor at the direction of the Engineer. The Contractor shall furnish all cylinder molds and the proper equipment necessary for the preparation of cylinders and shall include the cost of this work in the respective concrete pay items. It shall be the responsibility of the Contractor to protect the cylinders

until such time as they are taken to the Town's designated materials testing laboratory. All testing of concrete cylinders shall be performed by a testing laboratory designated by the Town prior to construction. Not less than five (5) cylinders (six (6) for structures) shall be made for each day's pour.

Slump: The maximum slump of the concrete used on the Project shall be as defined in Section 1000 of the Standard Specifications. The Contractor shall provide all equipment necessary to test the slump of the concrete 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 that fails to meet specification requirements for slump will be subject to rejection.

Air Content: The air content of the concrete used on this Project shall be as defined in Section 1000 of the Standard Specifications. The Contractor 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 that fails to meet specification requirements for air content will be subject to rejection.

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

Tests shall be performed by the Contractor using qualified personnel fully trained in the procedures of the above testing standards and the Contractor shall provide the proper equipment necessary to perform these tests.

Concrete Finishes: The type of finish required will be stated by the section of specifications directly applicable to the work being constructed. All exposed surfaces of retaining walls, structures, 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.

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 in 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 Standard 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 non-compliance with requirements so great as to make the material unacceptable. Unacceptable material shall either be 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 Contractor to prepare test cylinders in accordance with ASTM C31 and to adequately protect the cylinders until such time as they are taken by Town personnel to the Town 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 meet or exceed 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:

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

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 the 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 must be taken and tested by a qualified independent testing laboratory approved by the Engineer. 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 that meets specifications.

#### **CONSTRUCTION STAKES, LINES AND GRADES**

Construction stakes, lines and grades will be provided by the Town in accordance with Section 105-9 of the Standard Specifications. The Contractor shall request all staking at least twenty-four (24) hours in advance of the time that the staking will be required. The Contractor shall be held responsible for the preservation of all stakes and marks, and, if any of the construction stakes or marks have been carelessly or willfully destroyed or disturbed by the Contractor, the cost of replacing them (\$100.00 per hour) will be charged against him and will be deducted from the payment for the work.

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

The successful bidder at the preconstruction meeting shall provide the Town with a contract payment bond in an amount equal to 100 percent of the amount of the contract and a contract performance bond in an amount equal to 125 percent of the amount of the contract. This bond will be held for the enishell year of the contract. At the completion of this year the following amount of the original bond will be required for the second year; 80% for mouths 0 – 3, 60% for mouths 3 – 6, 40% for mouths 6 – 9, and 20% for mouths 9 – 12. 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 file acceptable bonds at the preconstruction meeting shall be just cause for the forfeiture of the bid bond or bid deposit and rescinding the award of the contract. Award may then be made to the next lowest responsible bidder or the work may be readvertised and constructed under contract or otherwise, as the Town may decide.

#### **CONTRACT TIME EXTENSIONS (NCDOT Section 108-10, Contract time: Intermediate Contract Time)**

The Contractor's attention is directed to Article 108-10 in the Standard Specifications. Item number (5) of sub-article 108-10 (b) shall be deleted in its entirety.

#### **DEFINITION OF TERMS**

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

1. "State" or "Department" shall be replaced by the words "Town of Indian Trail"
2. "Engineer" or "Resident Engineer" shall be replaced by the words "Town Engineer or his duly authorized representative"
3. "Sampling and Testing by Department" shall be replaced by the words "Sampling and Testing by Town or its approved testing agency"
4. "Inspection by Department" shall be replaced by the words "Inspection by the Town or its duly authorized representative"
5. "Town Standard" shall refer to the latest edition of "Indian Trail Land Development Standards Manual"
6. All Water Main and Sanitary Sewer standards shall refer to the latest edition of "Union County Utility Department Policies, Procedures, Standards and Specifications"
7. "Landscape Construction Standards" shall refer to the latest edition of "Charlotte-Mecklenburg Land Development Standards Manual - Landscape Construction Standards Section"

### **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.

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.

### **DRAINAGE STRUCTURES**

The Contractor shall build inverts in all drainage structures in accordance with Town Standards. There will be no separate measurement or payment for this work, it will be considered incidental to the construction of drainage structures.

### **EXECUTION OF CONTRACT**

As soon as possible following the bid-opening and receipt of the properly executed contract, the Town will complete the execution of the contract, retain the original contract, and return three (3) copies of the fully executed contract and a copy of the Indian Trail Land Development Standards to the Contractor. Additional sets may be obtained at the cost of printing.

### **EXISTING UTILITIES**

Possible owners of utilities in this Project could include:

1. Alltel / Windstream Communications

2. Duke Energy Company
3. Union Power Company
4. Piedmont Natural Gas Company
5. Time Warner Cable
6. Union County Public Works
7. Carolina Water Serves

The Contractor shall adhere to the provisions of the 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 800-632-4949.

For calls originating outside of North Carolina, the number is 919-855-5760. 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 inconvenience 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 a utility at the request of the Contractor. The Contractor should refer to Section 108-10(B) paragraph s 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.

#### **EXTRA WORK (NCDOT Section 101-3, Definitions)**

Work found necessary or desirable to complete fully the work as contemplated in the contract for which payment is not provided for by the contract unit or lump sum prices in the original contract.

Extra work shall not be work which in the terms of the specifications and special provisions is incidental to work for which there is a contract price or work for which payment is included in some other contract unit or lump sum price.

Extra work shall be performed in accordance with the specifications and as directed by the Engineer. No extra work shall be commenced prior to specific authorization for the performance of such extra work being given by the Engineer.

Extra work which is specifically authorized by the Engineer will be paid for in accordance with sub-article 104-7, Extra Work, Sub-Article (A).

#### **GUARANTEE**

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

#### **HAZARDOUS MATERIALS**

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

## INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town and its agents and employees, from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there-from, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

In any and all claims against the Town or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

## INSURANCE REQUIREMENTS

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

The insurance shall be written for not less than the limits of liability specified below.

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

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

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

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

At the time of execution of the Contract, the Contractor shall provide the Town with insurance certificates certifying that the foregoing insurance is in force; and such insurance certificates shall include provisions that the insurance

shall not be cancelled, allowed to expire, or be materially changed without giving the Town thirty (30) days advance written notice by registered mail.

The Contractor is advised that if any part of the work under this Contract is sublet, he shall require the subcontractor(s) to carry insurance as required above. However, this will in no way relieve the Contractor from providing full insurance coverage on all phases of the Project, including any that are sublet.

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

### **MATERIALS AND EQUIPMENT STORAGE**

The Contractor shall be responsible for locating and providing storage areas for construction materials and equipment. The material and equipment storage shall comply with all local and state ordinances throughout the construction period. The Contractor shall restore the storage area to its original condition upon completion of the Project or upon such time as directed by the Engineer. Such restoration shall be at no additional cost to the Town.

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

### **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.

### **OSHA REQUIREMENTS**

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

### **PERIODIC PAYMENTS**

Payment will be made upon the satisfactory completion and acceptance by the Town for each work order issued.

### **PRE-CONSTRUCTION CONFERENCE**

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.

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

The Contractor shall provide the name of the Contractor's on-site representative who is an OSHA certified person for trenching and shoring and confined space entry.

### **PROJECT CLOSEOUT DOCUMENTS**

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

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

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

### **PRUNING AND THINNING OF TREES**

Any pruning shall be carried out to proper arboricultural standards by a certified arborist and in accordance with the "Charlotte-Mecklenburg Landscape Construction Standards" Tree Preservation and Protection, Section 01000. There will be no separate measurement or payment for this work.

### **QUANTITY TICKETS**

All quantity tickets for items not measurable in place shall be submitted to the Project Inspector within a period not to exceed three (3) work days 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 this three (3) day period has elapsed.

### **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 and 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 unit price bid for the item of work being undertaken.

### **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; 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.

Methods and Materials: All work covered in this special provision shall be in accordance with, and all materials shall conform to, the requirements of the Charlotte Mecklenburg City's "Landscape Construction Standards" Landscape Planting and Seeding, Section 0400.

### **SIDEWALK AND CURB CLEAN UP**

The Contractor shall have all related sidewalk and curb work completed within 10 days of placement, including but not limited to:

1. Removal and disposal of construction debris
2. Related grading to include fine grading
3. Site restoration
4. Seedbed preparation and dress up work
5. Seeding and mulching

6. Final cleaning

**STANDARD 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.

**SUBLETTING**

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

**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.

**TAX STATEMENT SUBMITTAL**

1. All tax statement bodies and all signatures must be original. Photocopies of blank forms may be used, provided the document containing the information is original.
2. All tax statements must be signed by the Contractor/subcontractor's company officer submitting the statement and certified by a Notary Public. All tax statements must list in detail taxes paid by individual invoice. No lump sum, running total, or copies of previously reported statements will be accepted. Tax statements shall show North Carolina tax and Union County tax paid.
3. A tax statement showing detailed amounts with "amounts previously reported" noted on the face will be accepted if they are original. This is the equivalent of a statement indicating "no taxes paid this period." All subcontractors for whom tax statements are included must be certified as such on the face of the Contractor's tax statement.
4. Tax statements (the State/County Sales/Use Tax Statement form) must always accompany a payment request for the related project. All final construction payment requests must have a final tax statement regardless of whether any taxes have been paid during the period in question. If no taxes have been paid, the detail page should simply state "0", "None", or "No taxes paid this period."

**TAXES AND LICENSES**

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

**TERMINATION BY THE TOWN FOR CAUSE**

1. The Town may terminate the Contract if the Contractor:

Persistently or repeatedly refuses or fails to supply enough properly skilled workers, proper equipment or materials

Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;

Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

Otherwise is guilty of substantial breach of a provision of the Contract Documents.

2. When any of the above reasons exist, the Town, upon certification by the Engineer that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Town and after giving the Contractor and the Contractor's surety, if any, seven days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

Take possession of the site and all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor;

Accept assignment of subcontracts; and

Finish the work by whatever reasonable method the Town may deem expedient. Upon request of the Contractor, the Town shall furnish the Contractor a detailed accounting of the costs incurred by the Owner in finishing the work.

When the Town terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment until the work is finished. ~~The Town Engineer shall have authority to terminate the contract without additional authorization by Town Council.~~ ( Deleted by Town Council 1/26/10.)

3. If the unpaid balance of the Contract Sum exceeds the costs of finishing the work, including compensation for the Engineer's services and expenses made necessary thereby, and other damages incurred by the Town and not expressly waived, such expenses shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Town. The amount paid to the Contractor or the Town, as the case may be, shall be certified by the Engineer, upon application, and this obligation for payment shall survive the termination of the Contract.

#### **TERMINATION BY THE TOWN FOR CONVENIENCE**

1. The Town may, at any time, terminate the Contract for the Town's convenience and without cause. Upon written notice from the Town of such termination for the Town's convenience, the Contractor shall:

Cease operations as directed by the Town in the notice;

Take actions necessary, or that the Town may direct, for the protection and preservation of the work; and

Except for the work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

2. ~~The Town Engineer shall have authority to terminate the Contract without additional authorization by Town Council.~~ ( Deleted by Town Council 1/26/10.)

3. In case of such termination for the Town's convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit for the completed work.

## **TREE PROTECTION**

All tree root systems shall be protected during all phases of construction. All tree protection and related work shall be in accordance with the Charlotte Mecklenburg City's "Landscape Construction Standards" Tree Preservation and Protection, Section 100.

## PROJECT SPECIAL PROVISIONS

### **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.

### **ASPHALT CEMENT FOR PLANT MIX:**

There will be no separate measurement or payment for asphalt cement for plant mix. All asphalt cement cost shall be included in the individual asphalt line items and paid for by the ton or liner foot (asphalt curb).

### **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 manual.

Contract renewals may be considered by the Engineer (see CONTRACT RENEWAL).

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).

### **CONTRACT LIQUIDATED DAMAGES:**

There will be no liquidated damages for failure to complete the Contract in the contract period. Liquidated damages will be assessed for failure to complete a given project within the project period (see the Project Period and Project Liquidated Damage specifications).

### **CONTRACT PERIOD**

The Contract Period will begin upon issuance of a Notice to Proceed, and will extend for a period of twelve (12) months (365 calendar days).

## **CONTRACT RENEWAL:**

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 renewal amendment to the Contractor.
- If the Contractor declines to renew the contract for convenience reasons the Contractor and Town will terminate the contract per the "TERMINATION BY THE TOWN FOR CONVENIENCE" specification.
- When the Contractor agrees to renew the contract; each renewal will be for one year (365 calendar days).
- The renewal contract amount will be equal to the original contract amount.
- 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.

## **CONTRACT TIME EXTENSIONS:**

The Contractor's attention is directed to Article 108-10 in the Standard Specifications. Item number 5 of subarticle 108-10(B) shall be deleted in its entirety.

## **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.

## **DRAINAGE STRUCTURES:**

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.

## **EXCAVATION FOR: CURB, CURB AND GUTTER, SIDEWALK AND DRIVEWAY:**

The following items: (6" x 18" Concrete curb), (2'-6" Concrete Curb and Gutter), (2'-0" Concrete Gutter), (4" Concrete Sidewalk), and (6" Concrete Driveways) shall include the satisfactory pavement sawing, removal and disposal of all materials encountered within the limits of the work. The excavation includes but is not limited to the excavation of existing concrete or asphalt curb, curb and gutter, sidewalk or driveway. There will be no separate measurement or payment for the excavation described in this special provision, the price of the work will be included in the price bid for the individual line item.

## **PAYMENT FOR PARTIAL PIPE SECTIONS:**

### **1.0 Description:**

This special provision will provide a method of payment for partial pipe sections. The work includes 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.

### **2.0 Construction Methods:**

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.

### **3.0 Measurement and Payment:**

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.

## **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.

## **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.

## **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.

## **PROJECT PERIOD:**

The number of calendar days established by the Engineer in consultation with the Contractor to complete a Project.

## **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

## **PROJECT WORK ORDER MEASUREMENT AND PAYMENT**

Measurement and Payment for individual work orders will be by, Unit Prices, Time and Materials, Negotiated Lump Sum or other methods afforded the Engineer in the NCDOT "Standard Specifications for Roads and Structures".

- Unit Prices
- Time and Materials
- Negotiated Lump Sum
- Force Account

Unit Price work orders - The Engineer will select the appropriate items needed to construct the project from the contract itemized proposal.

At this time, it is not known which items, or quantities of items will be used on any work order.

There is no guarantee that all of the items and/or the associated quantities in the proposal will be used for the work performed under this contract.

Time and Materials work orders – The Contractor shall prepare a written estimate including anticipated labor, equipment, and materials needed to construct a given project. The estimate will take into consideration, project design sketches, scope of work, site conditions, quantities and specifications.

Contractors shall begin work upon receipt of written authorization from the Engineer.

Payment will be determined by:

- Labor: The awarded labor rates listed in the proposal form under "Labor Rates" multiplied by the approved work hours charged to the project.
- Equipment: The awarded equipment rates listed in the proposal form under "Equipment" multiplied by the approved work hours charged to the project.
- Materials: The approved materials will be paid for at the material cost, including transportation charges paid by the Contractor, plus 15 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: Work done by authorized Subcontractor will be paid upon receipt of an approved invoice and 15 percent will be added to the invoice amount.
- 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 work orders - The Contractor shall submit a written quotation that takes into consideration, project design sketches, scope of work, site conditions, quantities and specifications.

The agreed upon lump sum price negotiated between the Town and Contractor will be full compensation for the specified work order and will not be adjusted unless the Engineer amends the scope of work to consider changed or unknown conditions.

### **PRUNING AND THINNING OF TREES:**

Any pruning shall be carried out by proper arbor cultural standards and in accordance with the "Landscape Construction Standards" Tree Preservation and Protection Section 01000. There will be no separate measurement or payment for this work.

### **SCOPE OF WORK:**

Work performed under this contract will consist of storm water infrastructure work (pipe systems and channels) within the Town limits of Indian Trail, N.C. Locations of storm water maintenance work may be within the public right-of-way or private / commercial properties.

It is the intent of the Town of Indian Trail to utilize the awarded contract sum to maximize the number of projects constructed during the contract period and all subsequent renewals.

The Contractor shall be prepared to work on multiple projects simultaneously and have resources (manpower, supervision and equipment) necessary to complete assigned work orders (see PROJECT WORK ORDERS).

Each crew must be capable of prosecuting the work listed in the Work Orders.

Additional work crews may be utilized with the consent of both parties.

### **TRAFFIC CONTROL**

1. **Beginning Work and Street Closings** – The Contractor is responsible for notifying the appropriate agencies of any work where the number of travel lanes is reduced from normal conditions.

The Contractor shall install advance warning signs for the Project. 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. During periods of construction inactivity, all lanes of traffic will be open unless otherwise shown on the plans or noted in the specifications.

2. **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.

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

Construction or maintenance work that involves closure of a lane of traffic will only be permitted between the hours of 9 am. and 4 pm. Unless otherwise specified.

The Contractor shall use flagger control in accordance with the approved 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.

5. **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.
6. **Pedestrian Considerations** – The Contractor shall accommodate the needs of all pedestrians.
7. **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.
8. **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.
9. **Measurement** – There will be no separate measurement made for Traffic Control.
10. **Payment** – Traffic Control will be included in the payment for various items listed and used for traffic control. This price and payment will be full compensation for all elements of work required to complete the Project as specified.

#### **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 1<sup>st</sup>. 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](http://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.

**MOBILIZATION**

**SP-1, CONTRACT MOBILIZATION:**

1.0           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.

2.0 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

**SP-2, DAILY MOBILIZATION:**

1.0 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.

2.0 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) or more hours ..... 100% of Daily Mobilization

Not more than one (1) "Daily Mobilization" will be paid for each project location per calendar day.

3.0 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 **\$350.00 per day**.

Payment will be made under:

DAILY MOBILIZATION.....EA

**MATERIALS**

**SP-3, BORROW EXCAVATION:**

1.0 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.

2.0 Measurement:

Measurement shall be made in accordance with the Standard Specifications, Section 230-5 Truck Measurement.

3.0 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 Disposal of Discarded Tires and Haul to Sanitary Landfill under their individual contract unit prices.

Payment will be made under:

BORROW EXCAVATION .....CY

**SP-4, SELECT MATERIAL:**

1.0 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.

2.0 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.

3.0 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.

4.0 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 MATERIAL .....TN

**SP-5, FOUNDATION CONDITIONING MATERIAL (#57 STONE):**

1.0 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. This item is not to be used with High Density Polyethylene Pipe.

2.0 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.

3.0 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 Disposal of Discarded Tires and 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

**SP- 6, HAUL ROAD STABILIZATION:**

1.0 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.

2.0 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.

3.0 Placing and shaping:

The Contractor shall place and shape stone in accordance with Indian Trail-Mecklenburg Land Development Standard Detail 30.11A, "Stabilized Construction Entrance".

4.0 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.

5.0 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

**SP-7, ROCK REMOVAL (by Drilling and Blasting or Jack hammering):**

1.0 Description:

Work covered by this special provision consists of the excavation and satisfactory disposal of rock encountered within the limits of the trench excavation.

2.0 Removal Methods:

Rock shall be defined as any subsurface material (except abandoned concrete foundations and pavements), which cannot be excavated by a 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.

3.0 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.

4.0 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

**SP-8, MATTING FOR EROSION CONTROL:**

1.0 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.

2.0 Material:

Matting Description for Erosion Control	Type	Stitched Centers	Tensile Strength (lbs/ft)	Elongation (%)	Weight (oz/sy)
100 % Biodegradable	100% Coconut fiber matrix woven with natural and organic fiber netting	1.5 inches	340 x 210	7.5 – 11	10
Composite Semi-degradable	100% Coconut fiber matrix stitch bonded between a heavy weight UV	1.5 inches with UV stabilized polypropylene tread	650 x 900	10.5 – 13.40	14.5

	stabilized top and bottom net				
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-23, "Seeding and Mulching" provision of these specifications except that the portion pertaining to mulch will not apply.

**3.0 Installation:**

Installation will be in accordance with Section 1631, "Ditch Liner and Erosion Control Blankets Construction" with the exception that the staple pattern will per the Manufacturer's recommendations or as directed by the Engineer.

**4.0 Measurement:**

Measurement will be per Section 1631 "Ditch Liner and Erosion Control Blankets".

**5.0 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

**SP-9, PINE STRAW:**

**1.0 Description:**

Work covered by this special provision consists of mulching with six (6) loosely placed inches of clean pine straw. Remove all branches and pine cones. Do not use plastic under organic mulches. Always stir up old mulch before reapplying new pine straw.

**2.0 Measurement:**

The quantity of pine straw to be paid for will be the actual number of square yards of pine straw, measured along the surface of the ground, which has been completed and accepted.

3.0 Payment:

The quantity of pine straw, measured as provided above, will be paid for at the contract unit price per square yard for "pine straw". Such payment will be full compensation for all work covered by this special provision, including but not limited to soil preparation, furnishing, and placing.

Payment will be made under:

PINE STRAW .....SY

**SP-10, SODDING:**

1.0 Description:

Work covered by this special provision consists of furnishing and placing Fescue sod in accordance with the Indian Trail "Landscape Construction Standards" Sodding Section 04100.

2.0 Measurement:

The quantity of sodding to be paid for will be the actual number of square yards of sodding, measured along the surface of the ground, which has been completed and accepted.

3.0 Payment:

The quantity of sodding, measured as provided above, will be paid for at the contract unit price per square yard for "Sodding". Such payment will be full compensation for all work covered by this special provision, including but not limited to soil preparation; furnishing, placing, and anchoring sod; and watering as determined by the Engineer.

Payment will be made under:

SODDING .....SY

**SP-11, SEEDING AND MULCHING:**

1.0 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.

2.0 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.

3.0 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.)

4.0 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.

5.0 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 MULCHING..... SY

**EXCAVATION**

**SP-12, EXCAVATION FOR DITCHES (Ditch Excavation):**

1.0 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.

2.0 Measurement:

Measurement will be per Section 240, "Ditch Excavation".

3.0 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 (Ditch Excavation).....CY

**SP-13, EXCAVATION FOR PIPE COLLARS:**

1.0 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.

2.0 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.
- c. Pipe collars installed at a depth greater than 10 feet but more than 15 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".

**3.0 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.

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
EXCAVATION FOR PIPE COLLARS (Excavation from 10" to 15') .....	EA

**SP-14, EXCAVATION FOR PIPE INSTALLATION:**

**1.0 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.

**2.0 Measurement:**

The quantities of Extra Depth of Trench Cut 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. There will be two measurement and payment items for this specification:

- a. Pipe installed at a depth greater than 5 feet but not more than 10 feet.
- b. Pipe installed at a depth greater than 10 feet but not more than 15 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.

3.0 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 "Extra Depth of Trench Cut 5ft to 10ft" or "Extra Depth of Trench Cut 10ft to 15ft". 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 Extra Depth of Trench Cut 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.

Payment will be made under:

EXCAVATION FOR PIPE INSTALLATION (Trench cuts 6' to 10')	LF
EXCAVATION FOR PIPE INSTALLATION (Trench cuts 10' to 15')	LF

**PIPE**

**SP-15, POLYETHYLENE PIPE:**

1.0 Description:

The work covered by this special provision includes all elements of work covered by Section 300, "Pipe Installation"; Section 310, "Pipe Culverts"; with the following exception pertaining to Minimum Cover.

References:

- AASHTO M294: Specification for Corrugated Polyethylene Pipe, 12- to 48- Inch Diameter
- ASTM F477: Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe

2.0 Materials:

The product used shall be corrugated exterior/smooth interior pipe (Type S), conforming to the requirements of AASHTO Specification M294 (latest edition) for Corrugated Polyethylene Pipe. All HDPE pipe shall be third party certified and shall bear the Plastic Pipe Institute's (PPI) certification sticker.

The prescribed sizes of pipes are inside diameters. Pipes shall be of the size and length shown on the drawings.

2.1 Bell and Spigot Joints:

Bell and spigot joints shall be required on all pipe. Bells shall cover at least two (2) full corrugations on each section of the pipe. The bell and spigot joint shall have an "O"-ring rubber gasket meeting ASTM F477 with the gasket factory installed, placed on the spigot end of the pipe. Pipe joints shall meet requirements of AASHTO M294.

3.0 Submittals:

All pipe and fittings not covered by this specification shall be approved by the Engineer.

4.0 Installation:

All HDPE pipe installed must be inspected and approved by the Town's inspector prior to any backfill being placed. The Town inspector must be present during the backfilling operation as well.

Backfill material used with shall be Select Material, Class II-IV, as defined by Section 1016-3 of the NCDOT Standard Specifications for Roads and Structures. Upon submittal of written certification of material suitability by a licensed geotechnical Engineer, NCDOT Class I Select Material may be used. All backfill shall be approved by the Town's inspector prior to placement of the material. #57 stone is not to be used.

The minimum length of pipe installed shall be four (4) feet. HDPE flared-end sections are not approved for use.

4.1 Minimum Cover:

The minimum earth cover of twelve (12) inches is required. When placing under asphalt or concrete, a minimum earth cover of twelve (12) inches plus the specified thickness of asphalt or concrete is required.

5.0 Measurement:

The quantity of pipe to be paid for will be the actual number of linear feet of pipe which has been incorporated into the completed and accepted work. Measurement will be made by counting the number of joints used and multiplying by the length of the joint. Where partial joints are used, measurement will be made along the longest length of the partial joint to the nearest 0.1 of a foot.

6.0 Payment:

The quantities of pipe, measured as provided above will be paid for at the contract unit prices per linear foot for the various sizes of Polyethylene Pipe shown below.

Payment will be made under:

15" POLYETHYLENE PIPE.....	LF
18" POLYETHYLENE PIPE.....	LF
24" POLYETHYLENE PIPE.....	LF
30" POLYETHYLENE PIPE.....	LF
36" POLYETHYLENE PIPE.....	LF
42" POLYETHYLENE PIPE.....	LF
48" POLYETHYLENE PIPE .....	LF

**SP-16, DUCTILE IRON PIPE:**

1.0 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.

2.0 Materials:

All materials shall be in accordance with the latest edition of Indian Trail-Mecklenburg Utility Department Water and Sewer Policies, Procedures, Standards and Specifications.

3.0 Construction Methods:

All construction shall be in accordance with Indian Trail-Mecklenburg Utility Department Water and Sewer Policies, Procedures, Standards and Specifications.

4.0 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.

5.0 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" DUCTILE IRON PIPE, PRESSURE CLASS 350 .....	LF
8" DUCTILE IRON PIPE, PRESSURE CLASS 350 .....	LF
DUCTILE IRON (Miscellaneous Fittings) .....	LB

**SP-17, 4" SUBSURFACE DRAINAGE SYSTEM:**

1.0 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.

2.0 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

3.0 Construction Methods:

Subsurface drainage shall be constructed in accordance with Article 815-3 of the Standard Specifications and the 4" Subdrain detail.

4.0 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.

5.0 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

**SP-18, 4" PVC & 4" DIP - SANITARY SEWER SERVICE LINE RELOCATION / REPLACEMENT:**

1.0 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 Indian Trail-Mecklenburg Utility Department Water and Sewer Policies, Procedures, Standards and Specifications. In the event of a discrepancy, the Indian Trail-Mecklenburg Utility Department Water and Sewer Policies, Procedures, Standards and Specifications Manual will take precedence.

2.0 Materials and Construction Methods:

Materials and methods used to perform work under this special provision will be in accordance with the latest edition of Indian Trail-Mecklenburg Utility Department Water and Sewer Policies, Procedures, Standards and Specifications.

4.0 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.

5.0 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 CMUD; 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

**SP-19, PIPE TIE-IN:**

1.0 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.

2.0 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.

3.0 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.

4.0 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
-------------------	----

**SP-20, PIPE COLLAR:**

1.0 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.

2.0 Materials:

Pipe Collars are to be constructed of 3600 p.s.i. concrete per the project "Concrete" special provision.

3.0 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.

4.0 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.

5.0 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:

CONCRETE PIPE COLLAR.....CY

**STRUCTURES**

**SP-22, NON-STANDARD DRAINAGE STRUCTURES:**

1.0 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.

2.0 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 of reinforcing steel which have been installed and accepted.

3.0 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

**REMOVAL / DISPOSAL / ADJUSTMENT**

**SP-25, PIPE REMOVAL:**

1.0 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.

2.0 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.

3.0 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

**SP-26, STRUCTURE REMOVAL:**

1.0 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).

2.0 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.

3.0 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.

4.0 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

**SP-27, WALL REMOVAL:**

1.0 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.

2.0 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.

3.0 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.

4.0 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

**SP-28, SELECTIVE TREE REMOVAL / SELECTIVE UNDERGROWTH REMOVAL:**

1.0 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.

2.0 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.

3.0 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.

4.0 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.

5.0 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, 12 INCH TO 24 INCH DIAMETER.....	EA
SELECTIVE TREE REMOVAL, 24 INCH TO 36 INCH DIAMETER.....	EA
SELECTIVE UNDERGROWTH REMOVAL.....	SY

**SP-29, DISPOSAL OF DISCARDED TIRES / DISMOUNTING TIRES:**

1.0 Description:

The work covered by this special provision includes all elements of work required to excavate, load, haul and dispose of discarded tires in a State approved tire disposal facility. Verification of the Disposal Facility as a Tire Repository must be provided by the Contractor.

2.0 Measurement:

The quantity of tires disposed of to be paid for will be the actual number of tires, which have been excavated, loaded, hauled and disposed of in accordance with all Local and State regulations. The Contractor will coordinate with the Engineer to count and document the actual number of tires to be disposed of.

3.0 Payment:

Payment for discarded tires, measured as provided above, will be made at the contract unit price per each for "Disposal of Discarded Tires to 16" Diameter"; "Disposal of Discarded Tires Over 16" Diameter"; and "Dismounting Tires From Rim" which have been disposed of in accordance with the special provisions and all Local and State regulations. This price and payment will be full compensation for all work required to complete the project including excavation, loading, hauling and disposing of discarded tires.

Payment will be made under:

DISPOSAL OF DISCARDED TIRES TO 16" DIAMETER.....	EA
DISPOSAL OF DISCARDED TIRES OVER 16" DIAMETER .....	EA
DISMOUNTING TIRES FROM RIM .....	EA

**SP-30, CHANNEL CLEANING CREW:**

1.0 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.

2.0 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.

3.0 Payment:

The work, measured as provided above, will 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
-----------------------------	----

**SP-31, HAULING MATERIAL TO A SANITARY LANDFILL:**

1.0 Description:

The work covered by this special provision includes excavation, loading, hauling and disposal of materials unsuitable for disposal in typical demolition landfills.

2.0 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.

3.0 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

**SP-32, PUMPING (DEWATERING):**

1.0 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.

2.0 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.

3.0 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).....PER DAY

**ASPHALT**

**SP-34, ASPHALT PAVEMENT:**

1.0 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.

2.0 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.

3.0 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 ..... TN

**CONCRETE**

**SP-35, 4" CONCRETE PAVED DITCH**

1.0 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.

2.0 Materials: Concrete Paved Ditch shall be 3600 psi concrete per the project "Concrete" Special Provision.

3.0 Construction Equipment. Perform the work in accordance with the provisions of Section 850.

4.0 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.

5.0 Basis of 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..... TN

**FENCE**

**SP-36, CHAIN LINK FENCE:**

1.0 Description:

Work covered by this special provision consists of removing and disposing of existing fence and furnishing and erecting chain link fence as shown on the plans and in accordance with the provisions of these specifications.

2.0 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 1/2 inch X .055 wt. Line posts shall be 1 5/8 inch X .055 wt.

B. **Top Rail:** 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 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:** 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 wire. 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.

J. **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".

3.0 Construction Methods:

Construction methods for chain link fence shall be in accordance manufacturer specifications.

4.0 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:

4' CHAIN LINK FENCE .....	LF
4' CHAIN LINK FENCE (Standard Gates).....	EA
5' CHAIN LINK FENCE .....	LF
5' CHAIN LINK FENCE (Standard Gates).....	EA

**SP-37, SPLIT RAIL FENCE:**

1.0 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.

2.0 Materials:

Posts: All material for timber posts and braces shall meet the requirements of Section 866-2"Materials" of the Standard Specifications.

Rails: All materials for timber rails will be of standard length, width and thickness, and will be made from treated pine.

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.

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.

3.0 Construction Methods:

Construction methods for split rail fence shall be in accordance with manufacturers 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.

4.0 Measurement:

Split Rail Fence: 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.

5.0 Payment:

Payment for split rail fence, measured as provided above, will be made at the contract unit prices per linear foot for "Two rail Split Rail Fence" or "Three Rail Split Rail Fence". 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) .....	LF
4' SPLIT RAIL FENCE (3-Rail) .....	LF
2' X 4' WIRE FABRIC .....	LF
4' SPLIT RAIL FENCE (Standard Gates) .....	EACH
4' SPLIT RAIL FENCE (Standard Gate Reset) .....	EACH

**SP-38, TREE PROTECTION FENCE:**

1.0 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.

2.0 Materials:

Materials shall be as specified in Indian Trail Landscape Construction Standards Tree Preservation and Protection Section 01000.

3.0 Construction 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.

4.0 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.

5.0 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

**SP-39, CLEANING STREETS, DRIVEWAYS, AND PARKING LOTS**

1.0 Description:

Work covered by this special provision consists cleaning streets, driveways, and parking lots.

2.0 Material:

Water

3.0 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.

4.0 Measure:

Shall be through and complete removal of debris, soil and materials of construction activities not resulting from the contractors neglect or poor site maintenance.

5.0 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

**SP-40, LANDSCAPPING SOIL**

1.0 Description:

Furnish and place approved soil as shown or directed by the Engineer.

2.0 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.

3.0 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.

4.0 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 weighting in trucks on certified platform scales or other certified weighing devices which has been used as landscaping soil.

5.0 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..... TON

**LABOR RATES**

**SP-41, LABOR RATES:**

1.0 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.

**FOREMAN & PICKUP:**

1.0 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 Foreman.

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.

**TRUCK DRIVER:**

1.0 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.

**OPERATOR:**

1.0 Description:

Operator shall be defined as those employees of the Contractor whose normal work duties include the operation of medium and heavy construction 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.

**LABORER:**

1.0 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 labor 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.

4.0 Payment:

Payment for SP-7, 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.

### EQUIPMENT RATES

#### **SP-42, EQUIPMENT**

1.0 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.

2.0 Measurement: Measurement of equipment will be the actual number of hours worked on the project.

For the item of "Gas Cut-Off Saw" 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.

6.0 Equipment

- TRACK HOE (CAT 320, Or Comparable)**
- BACK HOE / LOADER (CAT 426, Or Comparable)**
- RUBBER TIRE LOADER (CAT 930, Or Comparable)**
- SKID STEER LOADER (3500 LBS)**
- DUMP TRUCK (Single-Axle)**
- DUMP TRUCK (Multi-Axle)**
- GAS CUT-OFF SAW**

3.0 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
SKID STEER LOADER (3500 LBS)... ..	HR
DUMP TRUCK (Single-Axle) .....	HR
DUMP TRUCK (Multi-Axle) .....	HR

GAS CUT-OFF SAW .....HR

**ITEMIZED PROPOSAL SECTION**

Town of Indian Trail  
Engineering Department  
130 Blythe Drive  
Indian Trail, North Carolina 28079

**PROJECT NAME:** STORM WATER MAINTENANCE, FY-2009

**PROJECT NUMBER:** 750-2009-001

The undersigned, having carefully examined the site and familiarized himself with the existing conditions on the Project area affecting the cost of work and with the Contract Documents, the form of Proposal, the form of Bid Bond, form of Contract, Addenda (if any), Standard Specifications, Special Provisions, form of Performance Bond and Payment Bond, and plans/details/drawings, as prepared by the Town of Indian Trail, hereby proposes to furnish all supervision, labor, equipment, materials and services, including all utility and transportation services required to construct and complete the Project in accordance with the above listed documents at and for the Contract Sum as determined by the unit or lump sum prices bid for work in place for the following items and quantities.

The quantities shown in the itemized proposal are considered to be approximate only and are given as the basis for comparison of bids. The Town of Indian Trail may increase or decrease the amount of any item or portion of items as may be deemed necessary or expedient. An increase or decrease in the quantity of any item will not be regarded as sufficient grounds for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for in the Contract.

---

**FOR BIDS EQUAL TO OR EXCEEDING \$100,000:**

Accompanying this Proposal is a Surety Bond with Warrant of Attorney to confess judgment, or other satisfactory surety, or certified check drawn on a responsible banking institute, payable to the order of the Town of Indian Trail for five percent (5%) of the total price bid, which deposit shall be forfeited as liquidated damages in case this Proposal is accepted and the undersigned shall fail to execute a contract with necessary bond for the performance of said contract with the Town of Indian Trail, under the conditions of this Proposal, within 14 calendar days after the notice of award is received by him, as provided in the Standard Specifications; otherwise, said deposit is to be returned to the undersigned.

---

**ACKNOWLEDGMENT OF ADDENDA**

**The Bidder hereby acknowledges receipt of any addenda**

NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_ INITIAL: \_\_\_\_\_

**ITEMIZED PROPOSAL**

(Insert correct number of proposal pages)





**EXECUTION OF BID**

**A CONTRACT FOR THE CONSTRUCTION OF:**

**PROJECT NAME: STORM WATER MAINTENANCE, FY-2009**

**PROJECT NUMBER: 750-2009-001**

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 Proposal and of all pertinent circumstances regarding such Proposal;
- (3) Neither 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 a restraint of free competitive bidding in connection with is Bid;
- (4) 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
- (5) He/she will comply with the Town of Indian Trail's drug free workplace policy.

Type of Bidder:  Sole Proprietor  Partnership  Limited Liability Company  Corporation  Joint Venture  
(Check appropriate box)

	BIDDER #1	BIDDER #2 <i>(If a Joint Venture or Partnership)</i>
Name	_____	_____
Address	_____	_____
	_____	_____
Phone	_____	_____
Fax	_____	_____
Printed Name	_____	_____
<b>SIGNATURE</b>	_____	_____
Title	_____	_____
NC General Contractor's License Number	_____	_____
Classification	_____	_____
Limits	_____	_____
	Subscribed and sworn before me this ____ day of _____, 200__	Subscribed and sworn before me this ____ day of _____, 200__
	_____	_____
	<i>Signature</i>	<i>Signature</i>
	My commission expires _____	My commission expires _____

**BONDS AND CERTIFIED POWER OF ATTORNEY**

(Attach Bond and Power of Attorney to this sheet)

**INSURANCE CERTIFICATE**

(Attach Certificate to This Sheet)

**COMMERCIAL NON-DISCRIMINATION CERTIFICATION**

Project: \_\_\_\_\_

Name of Company (Bidder): \_\_\_\_\_

The undersigned Bidder hereby certifies and agrees that the following information is correct:

1. In preparing the enclosed proposal, the Proposer has considered all proposals submitted from qualified, potential subconsultants and suppliers and has not engaged in discrimination as defined in Section 2.
2. For purposes of this certification *discrimination* means discrimination in the solicitation, selection, or treatment of any subconsultant, vendor, supplier or commercial customer on the basis of race, ethnicity, gender, age, religion, national origin, disability or any other unlawful form of discrimination. Without limiting the foregoing, *discrimination* also includes retaliating against any person or other entity for reporting any incident of prohibited discrimination.
3. Without limiting any other remedies that the Town may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the Town to reject the proposal submitted with this certification and terminate any contract awarded based on such proposal. It shall also constitute a violation of the Town's Commercial Non-Discrimination Ordinance and shall subject the Proposer to any remedies allowed thereunder, including possible disqualification from participating in Town contracts or bid processes for up to two years.
4. As a condition of contracting with the Town, the Proposer agrees to promptly provide to the Town all information and documentation that may be requested by the Town from time to time regarding the solicitation and selection of subconsultants in connection with this solicitation process. Failure to maintain or failure to provide such information shall constitute grounds for the Town to reject the proposal submitted by the Proposer and terminate any contract awarded on such bid. It shall also constitute a violation of the Town's Commercial Non-Discrimination Ordinance and shall subject the Proposer to any remedies allowed thereunder.
5. As part of its proposal, the Proposer shall provide to the Town a list of all instances within the past ten years where a complaint was filed or pending against the Proposer in a legal or administrative proceeding alleging that the Proposer discriminated against its subconsultants, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. As a condition of submitting a proposal to the Town, the Proposer agrees to comply with the Town's Commercial Non-Discrimination Policy as described in Section 2, Article V of the Indian Trail Town Code, and consents to be bound by the award of any arbitration conducted thereunder.

By: \_\_\_\_\_  
Signature Of Authorized Official

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

**CONTRACTOR'S AFFIDAVIT RELEASE AND WAIVER OF CLAIM**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

\_\_\_\_\_, of \_\_\_\_\_,  
(Name) (Title)

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

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

This Affidavit, Release and Waiver of Claim 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: \_\_\_\_\_ Date: \_\_\_\_\_

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

Sworn to and subscribed before me this \_\_\_\_\_ day of

\_\_\_\_\_, 200\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_



**ACCEPTANCE BY THE TOWN**

**A CONTRACT FOR THE CONSTRUCTION OF:**

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

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

**CONTRACT SUM: \$** \_\_\_\_\_

The Town, acting through its Town Council, has caused this Contract to be executed in the name of the Town of Indian Trail by an authorized official, and attested by the Town Clerk of said Town.

**OWNER:**  
**TOWN OF INDIAN TRAIL**  
**INDIAN TRAIL, NORTH CAROLINA**

**ATTEST:**

**By:** \_\_\_\_\_  
Interim Town Manager

**By:** \_\_\_\_\_  
Interim Town Clerk

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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

**By:** \_\_\_\_\_  
Finance Officer

**Date:** \_\_\_\_\_

**APPENDIX B. DETAIL DRAWINGS**

**Town of Indian Trail Land Development Standards  
Stabilized Construction Entrance**

**Stabilized Construction Entrance**

**CONTRACT EXTENSION**

**STORM WATER MAINTENANCE CONTRACT FY 2009**

**PROJECT NUMBER:**

**750-2009-001**

The Town of Indian Trail ("Town") and the contractor identified below by its signature ("Contractor") hereby mutually agree to extend the contract between them, which is identified above and was executed by them on or about September 14, 2009 (hereafter, the "Contract").

The Contract shall be extended through and including 11:59 p.m. on \_\_\_\_\_, 20\_\_\_. All other terms and conditions within the Contract, specifically including those for payment, remain in full force and effect.

Contractor shall provide the required performance and payment bonds and insurance certificates, as specified in the Contract, at execution of this contract extension ("Extension").

AGREED TO:

**OWNER:  
TOWN OF INDIAN TRAIL  
INDIAN TRAIL, NORTH CAROLINA**

**ATTEST:**

**By:** \_\_\_\_\_  
Town Manager

**By:** \_\_\_\_\_  
Town Clerk

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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

By: \_\_\_\_\_  
Finance Officer

Date: \_\_\_\_\_

**CONTRACTOR:**

Printed legal name of entity: Bullseye Construction, Inc.  
581 North Polk Street  
Pineville, NC 28134

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

Printed name of person signing: \_\_\_\_\_

Title of person signing: \_\_\_\_\_

Date: \_\_\_\_\_