

CONTRACT

FOR

The Town of Davidson, North Carolina
2017 Resurfacing Project

SCOPE OF WORK

Pavement resurfacing and improvements
to include milling, patching, crack sealing, cape seal,
pavement marking, paving and traffic control on streets in
Davidson, North Carolina

Streets to include:

See attached list of streets and description of work to be performed.

CONSTRUCTION CONTRACT

THIS AGREEMENT, made the 11th day of July in the year of 2017 by and between Blythe Construction Inc., hereinafter called the Contractor and The Town of Davidson, PO Box 579, Davidson NC 28036 hereinafter called the Owner.

WITNESSETH:

That the Contractor and the Owner for the consideration herein named agree as follows:

1. Scope of Work:

The Contractor shall furnish and deliver all of the materials, and perform all of the work in the manner and form as provided by the Owner and/or the Owner's Representative. Project engineering drawings and specification documents have been provided in adequate detail to convey the intent of the work to be performed. The scope of work, general conditions, supplemental conditions and technical specifications attached hereto as Exhibit A are incorporated into this contract as if fully set forth herein. In the event the terms of the scope of work, general conditions, supplemental conditions or technical specifications are not consistent with the terms of this contract, this contract shall have preference. The work consists of milling, patching, cape sealing, crack sealing, paving, pavement marking, and traffic control. Specifications have been provided and updates will be provided as work progresses and are, and will be considered a part of this agreement. The contractor shall work with the Owner and Owner's Representative with the understanding that items will change and/or added to the project as work progresses. The project is titled:

Town of Davidson 2017 Resurfacing Project

Consisting initially of the following specifications:

Scope of Work, Unit Quantities, and Unit Prices per attached Exhibit A

Dated: June 16, 2017

TIME OF COMPLETION

The Contractor shall commence work to be performed under this Contract on or before September 1, 2017 and shall fully complete all work hereunder by September 30, 2017. If the Contractor is delayed at any time in the progress of his work by any act or negligence of the Owner, his employees or his separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Owner, then the contract time may be reasonably extended in a written order from the Owner upon written request from the contractor within ten days following the cause for delay. Should work not be completed by the September 1, 2017 deadline liquidated damages will be assessed in the amount of \$1000.00 per day until the project is completed.

The Owner hereby agrees to pay to the Contractor for the faithful performance of this agreement, subject to additions and deductions as provided for by the Owner or the Owners Representative or proposal, in lawful money of the United States as follows:

One Million, One-Hundred and Thirty Thousand, One-Hundred and Twenty-One dollars

Summary of Contract Award:
Based Bid TOTAL = \$ **1,130,121**

IN WITNESS WHEREOF, the Town of Davidson and the Contractor have executed this Contract on the day and year first written above.

Blythe Construction, Inc.

the Contractor Name

Signature of Authorized Representative

Date

the Contractor's Federal Identification #
[if Contract is with Organization]

or Social Security Number
[if Contract is with individual]

The Town of Davidson_____

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

Finance Officer

Date

(Witness)

By: _____

Title: _____
(Owner, or Corp. Pres. or Vice Pres. only)

GENERAL CONDITIONS

GENERAL

It is understood and agreed that by submitting a bid that the Contractor has examined these contract documents, drawings and specifications and has visited the site of the Work, and has satisfied himself relative to the Work to be performed. That the work contemplated and referenced in these documents will be performed in accordance with the 2012 North Carolina Department of Transportation Standards for Roadways and Specifications.

BIDDER'S REPRESENTATIONS

Contractor's License

Bidders shall be properly licensed under North Carolina state law to perform the Work specified in the Bidding Documents and per SECTION 102-14 of the NCDOT Standard Specifications. Bids received from bidders not meeting the applicable Contractor's licensure requirements as required by law and as determined by the Town's Public Works Manager estimate may be considered non-responsive and may not be considered for award.

Bidder Qualifications

Bidders must be experienced in the class of work that is proposed who can refer to projects of similar magnitude and scope that have been successfully completed by them within the last three (3) years. Bidder's to whom award of the Contract is under consideration may be required to submit to the Town, upon request, a properly executed Contractor's qualification statement.. The Town reserves the right to request any and all such qualification information from Bidder's to evaluate the bidder's qualifications. The Bidder's failure to submit the requested Qualifications Statement within the timeframe specified by the Town may be grounds for bid rejection.

Site Investigation and Conditions Affecting the Work

By submitting a bid, Bidders certify to have carefully examined the Project site and familiarized themselves with the existing conditions on the project, affecting the cost and execution of the work as described in Section 102-6 of the NCDOT Standard Specifications.

BIDDING PROCEDURES

The Project Manual

The project manual is the bidding document and shall not be altered.

Addenda

Addenda will be published and issued to all bidders of record. All addenda shall become part of the Contract Documents whether or not received or acknowledged by the Bidder.

Bid Form

Bidders shall complete and submit the "BID FORMS AND SUPPLEMENTS" of the project manual in its entirety for bid consideration. Bidders shall submit Bids using bid form provided in the bidding documents. The Bid Form must be completed in its entirety with all entries including signatures written legibly in ink. Unit prices shall be entered where required and applicable. Incomplete Bid Forms shall be subject to rejection at the discretion of the Town.

Rejection of Bids and Disqualification of Bidders

Rejection of Bids and Disqualification of Bidders will be provided in accordance with Sections 102-14 and 102-15 respectively of the NCDOT Standard Specifications.

Award and Execution of the Contract

Award and execution of the contract will be in accordance with Section 103 of the NCDOT Standard Specification.

The Town will award the contractor contracts conditioned upon funding available for construction and other governmental approvals as may be required.

The Town reserves the right to accept Alternates in any order or combination. The Town further reserves the right to determine the low bidder on the basis of the Total Base Bid with Accepted Alternates. SP

Forms, Certifications and Execution of Bid

Bidders must complete each form, certification, and the execution of Bid provided the Bidding Documents. Failure to complete and submit the required forms, certifications, and Execution of Bid may be grounds for bid rejection. in.

Bid Security

A **five-percent (5%)** bid security is required with each bid that equals or exceeds \$1,000,000.00. Bid Bond or Bid Deposit, made payable to the Town of Davidson, must be in accordance with Section 102-10 of the NCDOT Standard Specifications.

POST-AWARD

Bonds and Insurance

For bids greater than \$500,000, the successful bidder shall provide the Town with performance and payment bonds in the amount equal to **one hundred percent (100%)** of the contract amount. Bonds shall be submitted to the Town upon (10) calendar days of award of the Contract and shall be in conformance with NCGS 44-A-33. Failure to provide acceptable bonds within (10) calendar days of award of the contract shall be just cause for forfeiture of the bid bond or deposit and rescinding the award of the Contract. Award may then be made the next lowest responsive, responsible bidder or the Project may be re-advertised at the Town's sole discretion.

The Contractor shall submit to the Town with ten (10) calendar days of recommendation of award of the Contract a certificate of insurance in the minimum amounts required in the Contract Documents.

Pre-Construction Conference

A pre-construction conference will be scheduled as soon as practical after award of the Contract. The Contractor shall attend the pre-construction conference with the prospective project superintendent and an major subcontractors. A proposed progress schedule in a form satisfactory to the Town and a statement of anticipated monthly progress payments shall be submitted to the Town by the Contractor. The Contractor shall also provide at least two local telephone numbers that may be used to contact the Contractor or Contractor's authorized representative in the event of an emergency after normal business hours.

Notice to Proceed

The Town will issue a Notice to Proceed (NTP) to the Contractor upon award of the execution for the contract. The Contractor shall perform any Work prior to the date on which the NTP commences. The Town reserves the to issue an Administrative Notice to Proceed authorizing the Contractor to place orders for products requiring a long lead times, or to obtain certain permits prior to beginning any work. If an Administrative NTP is issued, the Contractor shall not perform and Work prior to the date on which the Notice to Proceed commences.

MATERIALS, EQUIPMENT AND EMPLOYEES

The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, sanitary facilities and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied there from, all in accordance with the contract documents.

All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade

involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.

No changes shall be made in the Work except upon written approval and change order of the Designer/Owner. Change orders shall be subject to provisions in the current North Carolina Construction Manual.

Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed.

However, the contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Substitution of materials, items, or equipment of equal or equivalent design shall be submitted to the owner or engineer for approval or disapproval; such approval or disapproval shall be made by the owner or engineer prior to the opening of bids.

If at any time during the construction and completion of the work covered by these contract documents, the conduct of any workman of the various crafts be adjudged a nuisance to the Owner or if any workman be considered detrimental to the work, the Contractor shall order such parties removed immediately from the site.

The contractor shall designate a foreman/superintendent who shall direct the work.

CODES, PERMITS AND INSPECTIONS

The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the engineer in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising there from.

All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable.

Submission of Bids

Bids shall be submitted in an opaque, sealed envelope, and printed with the following information on the outside of the envelope:

| | | |
|--------------------|-------|---|
| BID FOR: | _____ | (Enter the Project Name as shown in the Bidding Documents) |
| BIDDER'S NAME: | _____ | (Enter Full Name of Bidder submitting the bid) |
| PROJECT NUMBER: | _____ | (Enter the Project Number as shown in the Bidding Documents) |
| DO NOT OPEN UNTIL: | _____ | (Enter the Date and Time as shown in the Bidding Documents) |

All Bids must be delivered prior to the bid opening date and time specified in the Invitation for Bids.

Bidders shall be responsible for the timely delivery of Bids at the bid opening location specified.

BID AWARDS AND REJECTIONS

Bid Opening

Bid Opening will be conducted in accordance with Section 102-13 of NCDOT Standard Specifications.

Rejection of Bids and Disqualification of Bidders

Rejection of Bids and Disqualification of Bidders will be provided in accordance with Sections 102-14 and 102-15 respectively of NCDOT Standard Specifications.

Award and Execution of Contract

Award and execution of Contract will be in accordance with Section 103 of NCDOT Standard Specifications.

The Town will award the contract or contracts conditioned upon funds being available for construction and other governmental approvals as may be required.

The Town reserves the right to accept Alternates in any order or combination. The Town further reserves the right to determine the low bidder on the basis of the Total Base Bid with Accepted Alternates.

POST-AWARD

Bonds and Insurance

For bids equal to or greater than **\$500,000**, the successful bidder shall provide the Town performance and payment bonds each in the amount equal to **one hundred percent (100%)** of the contract amount. Bonds shall be submitted to the Town upon ten (10) calendar days of award of the Contract and shall be in conformance with NC GS 44A-33. Failure to provide acceptable bonds within ten (10) calendar days of award of the Contract shall be just cause for forfeiture of the bid bond or bid deposit and rescinding the award of the Contract. Award may then be made to the next lowest responsive, responsible bidder or the Project may be re-advertised at the Town's sole discretion.

The Contractor shall submit to the Town within ten (10) calendar days of recommendation of award of the Contract a certificate of insurance in the minimum amounts required in the Contract Documents.

Pre-Construction Conference

A pre-construction conference will be scheduled as soon as practical after award of the Contract. The Contractor shall attend the pre-construction conference with the prospective project superintendent, any anticipated major subcontractors, and major suppliers. A proposed progress schedule in a form satisfactory to the Construction Manager and a statement of the anticipated monthly progress payments showing the percent of progress each month shall be submitted by the Contractor to the Town. The Contractor shall also provide at least two (2) local telephone numbers that may be used to contact the Contractor or the Contractor's authorized representative in the event of an emergency after normal business hours.

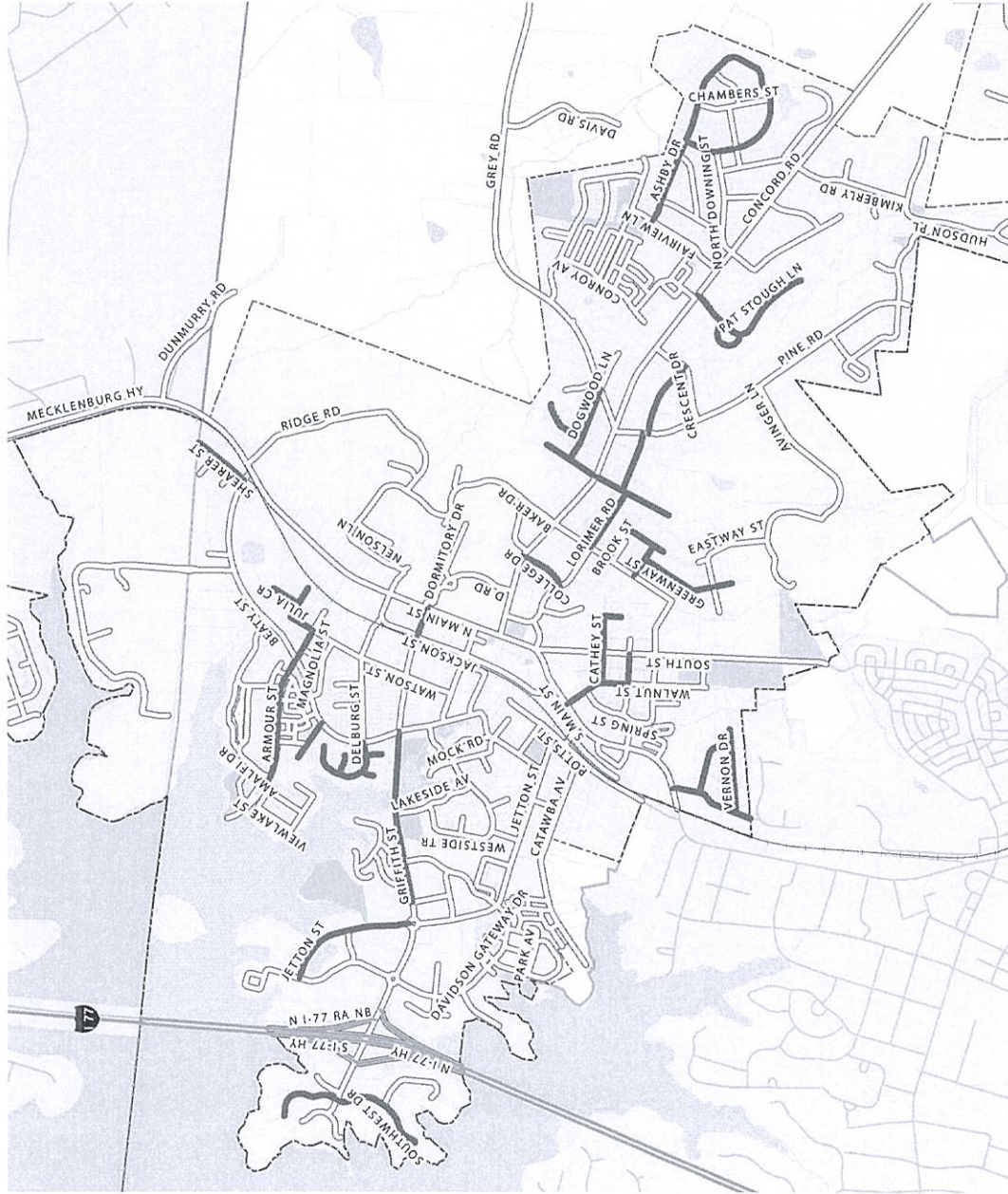
Notice to Proceed

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Street Listing and Proposed Action

| | Street | Description | Treat- ment | L Ft | W Ft | Cape Seal S/Y | Crack Seal L/F | Milling 0-1.25" S/Y | 1.25" Milling S/Y | Patching Existing Pavement Tons | Surface Course S9.5A Tons | Adjust Meter or Valve Box | Adjust MH | Shoulder Reconst. LF | Seed & Mulch SY |
|----|------------------|---------------------------|-------------------|---------|---------|---------------------|-------------------|---------------------------|-------------------------|--|------------------------------------|---------------------------------|--------------|----------------------------|-----------------------|
| 1 | Cathey St | South to Dead End | Mill & Fill | 695 | 20 | | | | 1700 | | 132 | | 1 | 300 | 135 |
| 2 | Cathey St | South to Walnut | Mill & Fill | 400 | 20 | | | | 890 | | 72 | | | 800 | 355 |
| 3 | Dogwood Lane | N Thompson to Ney | Mill & Fill | 328 | 22 | | | | 805 | | 65 | 1 | 1 | | |
| 4 | Dogwood Lane | Ney to Grey | 1.25 " Overlay | 681 | 22 | | 400 | 1362 | | 20 | 130 | 1 | 2 | | |
| 5 | E Walnut | S Main to Goodrum | 1.25" Overlay | 853 | 24 | | 1000 | 1706 | | 60 | 175 | 5 | 2 | | |
| 6 | Southwest Dr | Griffith to Cul-de-sac | 1.25 " Overlay | 1210 | 22 | | 1500 | | | | 225 | | | | |
| 7 | Northwest Dr | Griffith to Cul-de-sac | Cape Seal | 1015 | 22 | 2482 | 800 | | | | | | | | |
| 8 | Jetton St | Griffith to Harbour PL | Mill & Fill | 1640 | 32 | | | | 5832 | | 440 | | | | |
| 9 | Northeast Dr | Jetton to 1 Block | Crack Seal | 197 | 26 | | 350 | | | | | | | | |
| 10 | Griffith St | Grocery to Beaty | Mill & Fill | 2100 | 33 | | | | 7700 | | 582 | 2 | 5 | | |
| 11 | Delburg St | Beaty to Cul- de-sac | Cape Seal | 1208 | 24 | 3222 | | | | | | | | | |
| 12 | Kindelston | Delburg to cul-de-sac | Cape Seal | 217 | 18 | 435 | | | | | | | | | |
| 13 | Lake Davidson | Delburg to cul-de-sac | Cape Seal | 161 | 18 | 325 | | | | | | | | | |
| 14 | Shorecrest Dr | Delburg to cul-de-sac | Cape Seal | 271 | 18 | 545 | | | | | | | | | |
| 15 | Armour St | Watson ST to Beaty | Cape Seal | 384 | 24 | 1025 | | | | | | | | | |
| 16 | Armour St | Beaty to End | Cape Seal | 1714 | 32 | 6095 | 500 | | | | | | | | |
| 17 | Watson ST | Armour to Hobbs | Cape Seal | 350 | 20 | 778 | 350 | | | | | | | | |
| 18 | Hobbs St | Watson to End | Cape Seal | 430 | 20 | 955 | | | | 16 | | | | | |
| 19 | Julia Cir | Hobbs to cul- de-sac | Cape Seal | 410 | 20 | 1100 | | | | | | | | | |
| 20 | Shearer St | Beaty to Dead End | Cape Seal | 750 | 20 | 1667 | | | | | | | | | |
| 21 | Griffith ST | N Main to Jackson | Mill & Fill | 395 | 41 | | | | 1800 | | 140 | 5 | | | |

| | Street | Description | Treat- ment | L Ft | W Ft | Cape Seal S/Y | Crack Seal L/F | Milling 0-1.25" S/Y | 1.25" Milling S/Y | Patching Existing Pavement Tons | Surface Course S9.5A Tons | Adjust Meter or Valve Box | Adjust MH | Shoulder Reconst. LF | Seed & Mulch SY |
|----|----------------|-----------------------|----------------|---------|---------|---------------------|-------------------|---------------------------|-------------------------|--|------------------------------------|---------------------------------|--------------|----------------------------|-----------------------|
| 22 | College St | Concord to Lorimer | Cape Seal | 615 | 22 | 1504 | | | | 25 | | | | | |
| 23 | Lorimer | Woodland to Thompson | Mill & Fill | 833 | 22 | | | | 2040 | 50 | 155 | | | | |
| 24 | Lorimer | Thompson to Pine | Mill & Fill | 765 | 22 | | | | 1870 | 50 | 140 | | 3 | | |
| 25 | Virginia Rd | Pine to Crescent | Cape Seal | 975 | 22 | 2384 | | | | 25 | | | | | |
| 26 | Lakeview Ave | Beaty to End | Cape Seal | 500 | 22 | 1225 | | | | 25 | | | | | |
| 27 | E Walnut | Main to Cathey | 1.25 " Overlay | 490 | 22 | | | 450 | | | 90 | 6 | 3 | | |
| 28 | Goodrum | E Walnut to South | Cape Seal | 365 | 20 | 815 | | | | 25 | | | | | |
| 29 | Twin Oaks | S Main to City Limits | Mill & Fill | 1080 | 22 | | | | 2640 | | 200 | 2 | 1 | | |
| 30 | Meadowbrook Ln | Twin Oaks to Vernon | Mill & Fill | 853 | 22 | | | | 2085 | | 160 | | 2 | | |
| 31 | Vernon Dr | Twin Oaks to End | Mill & Fill | 1060 | 22 | | | | 2595 | 50 | 195 | 4 | 4 | | |
| 32 | Ridgewood Dr | Woodland to Pinecrest | 1.25" Overlay | 455 | 18 | | | | | 50 | 70 | | 2 | 910 | 405 |
| 33 | Greenway | Begin to End | Mill & Fill | 1270 | 20 | | | | 2825 | 100 | 215 | 2 | 5 | 800 | 355 |
| 34 | Pinecrest | Dead End to Dead End | Mill & Fill | 465 | 20 | | | | 1033 | | 80 | | 2 | | |
| 35 | N Thompson | Concord to Dead End | Mill & Fill | 715 | 22 | | | | 1750 | | 132 | | 3 | | |
| 36 | S Thompson | Concord to Dead End | Mill & Fill | 1060 | 18 | | | | 2120 | 15 | 160 | 2 | 5 | | |
| 37 | Ney | Dogwood to Dead end | Cape Seal | 690 | 18 | | | | 1390 | 25 | | | | 690 | 310 |
| 38 | Pat Stough Ln | Concord Road to End | Mill & Fill | 1869 | 18 | | | | 3738 | | | | | | |
| 39 | Cedar Grove | Entire Street Section | Mill & Fill | 639 | 18 | | | | 1278 | | | | | | |
| 40 | Ashby Drive | Entire Street Section | Mill & Fill | 4548 | 24 | | | | 12218 | | | | | | |



RESURFACING MAP

A map of roads in the Town of Davidson that are scheduled to be resurfaced this year.

- STREETS / RAIL**
 - Rail
 - Interstates
 - Streets
 - Resurfacing Scheduled
- WATER FEATURES**
 - Lakes and Ponds
 - Creeks and Streams
- LAND USE**
 - Parks
 - Parcels
- BOUNDARIES**
 - County Boundary
 - Sphere of Influence / ETJ
 - Town of Davidson



TOWN OF DAVIDSON

MECKLENBURG COUNTY, NORTH CAROLINA

VICINITY MAP

Map Extent

0 1,200 Feet

1 inch = 1,200 Feet

Date: 5/18/2017

This document is for informational purposes only and should not be used for engineering or surveying purposes. Users of this information should review or consult the primary source of information to determine the reliability of the information.

DATA SOURCES:

NC One Map

Mecklenburg County

Town of Davidson

BID FORMS AND SUPPLEMENTS

PROJECT NAME: Town of Davidson Resurfacing FY-2017

PROJECT NUMBER: 2017 Resurfacing

| ITEM# | SECT.# | ITEM DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|-------|---------|--|----------|------|------------|--------------|
| 1 | 800 | Mobilization | 1 | LS | 55,000.00 | 55,000.00 |
| 2 | 607 | Milling Bituminous Asphalt up to 1.5-2" Depth | 59,581 | SY | 3.00 | 178,743.00 |
| 3 | 610 | Asphalt Concrete Surface Course, 9.5B 1.5" Thick | 5075 | TN | 60.00 | 304,500.00 |
| 4 | 620 | Asphalt Binder Plant Mix | 327 | TN | 400.00 | 130,800.00 |
| 5 | 654 | Bituminous Plant Mix, Pvm. Repair (Patching) Depth to 6" | 536 | TN | 160.00 | 85,760.00 |
| 6 | 600 | Asphalt Surface Treatment Cape Seal | 25,947 | SY | 7.90 | 204,981.30 |
| 7 | 600 | Sealing Existing Pavement Cracks & Joints | 1,344 | LB | 6.00 | 8,064.00 |
| 8 | 1205-8 | Paint Pvm. Marking, 4" White Skip-Lines | 4,000 | LF | 0.30 | 1,200.00 |
| 9 | 1205-8 | Paint Pvm. Marking, 4" Double Yellow Lines | 6,000 | LF | 0.55 | 3,300.00 |
| 10 | 1205-7 | Thermo Pvm. Markings 4" White Lines | 5,066 | LF | 0.85 | 4,306.10 |
| 11 | 1205-7 | Thermo Pvm. Markings 4" Yellow Lines | 5,963 | LF | 1.70 | 10,137.10 |
| 12 | 1205-7 | Thermo Pvm. Markings 24" 120M | 1 | EA | 110.00 | 110.00 |
| 13 | 1205-7 | Pvm. Marking Symbols School | 1 | EA | 900.00 | 900.00 |
| 14 | 1205-7 | Thermo RT/LT Arrow 90 M | 8 | EA | 100.00 | 800.00 |
| 15 | 858 | Adjustment of Manholes | 47 | EA | 450.00 | 21,150.00 |
| 16 | 858 | Adjustment of Water Meter/ Valve Box | 30 | EA | 400.00 | 12,000.00 |
| 17 | 225/230 | Borrow Material / Shoulder Reconstruction | 3,500 | LF | 4.00 | 14,000.00 |
| 18 | 1660 | Seed and Mulch | 1,555 | SY | 1.00 | 1,555.00 |
| 19 | 1101 | Traffic Control | 1 | LS | 39,000.00 | 39,000.00 |
| | | | | | Sub Total | 1,096,306.50 |
| | | 5% Contingency to be used at Towns Discretion | 1 | LS | 53,815.33 | 53,815.33 |
| | | | | | Total Bid | 1,150,121.83 |

COMMERCIAL NON-DISCRIMINATION CERTIFICATION

Project: Resurfacing FY2017 A

Name of Company (Bidder): BLYTHE CONSTRUCTION, INC.

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

1. In preparing the enclosed bid, the Bidder has considered all bids submitted from qualified, potential subcontractors 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 subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age, religion, national origin, marital status, familial status, sexual orientation, gender identity, gender expression, or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, *discrimination* also includes retaliating against any person or other entity for reporting any incident of 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 bid submitted with this certification and terminate any contract awarded based on such bid. It shall also constitute a violation of the Town's Commercial Non-Discrimination Ordinance and shall subject the Bidder to any remedies allowed thereunder, including possible disqualification from participating in Town contracts or bid process for up to two years.
4. As part of its bid, the Bidder shall provide to the Town a list of all instances within the past five years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that the Bidder discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

By: 
Signature of Company's Authorized Representative

Title: VICE PRESIDENT

Date: JUNE 16, 2017

EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION, AND GIFT BAN CERTIFICATION

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the Bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the Bidder has not been convicted of violating North Carolina General Statute 133-24 within the last three years, and that the Bidder intends to do the work with its own bona fide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

NC General Statute 133-32 prohibits the offer to, or acceptance by, any Town employee of any gift from anyone with a contract with the Town or State, or from any person seeking to do business with the Town of Davidson. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

In the event the Bidder is awarded the Contract, execution of the Bid by the Bidder is considered the same as execution of the Contract. Affixing the corporate seal to this document is only intended to verify the officer signing on behalf of the corporation has the authority to do so.

The undersigned, having carefully examined the site and familiarized himself with the existing conditions on the Project area affecting the cost of work and hereby proposes to furnish all supervision, labor, equipment, materials and services required to construct and complete the Project in accordance with the Project Manual at and for the Total Amount Bid, excluding any Allowances, such as contingency, which may be used by the Contractor only upon written instructions from the Engineer in accordance with the terms of this Contract.

The undersigned acknowledges receipt of the following addenda (initial next to each addendum):

1: Re # 2: _____ # 3: _____ # 4: _____ # 5: _____ # 6: _____ # 7: _____ # 8: _____ # 9: _____

Type of Bidder: ☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Limited Liability Company

(check 1 box)

☐ Joint Venture

(if joint venture, complete this "Execution of Bid" sheet for each joint venture company and identify the "Name of Joint Venture" on each sheet)

NAME OF JOINT VENTURE:

Company Name: BLYTHE CONSTRUCTION, INC.

Mailing Address: P.O. BOX 31635

City/State/Zip: CHARLOTTE, NC 28231

Phone: 704-375-8474

Email:

Printed Name: T. ALLEN HENDRICKS

Title: VICE PRESIDENT

NC Gen. Contractor

Signature: License #: 7639

Subscribed and sworn to before me this 16 day of JUNE 2017

Signature of Notary Public of CABARRUS County Stephanie L. Rimer

State of CADAMUS
NORTH CAROLINA

My Commission Expires: 4-10-20

BID FORM AND SUPPLEMENTS

Initials:

12

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **Blythe Construction, Inc.**
(Here insert full name and address or legal title of Contractor)
Charlotte, North Carolina

as Principal, hereinafter called the Principal, and **Travelers Casualty and Surety Company of America**
(Here insert full name and address or legal title of Surety)
Hartford, Connecticut

a corporation duly organized under the laws of the State of **Connecticut**
as Surety, hereinafter called the Surety, are held and firmly bound unto **Town of Davidson**
(Here insert full name and address or legal title of Owner)
P. O. Box 579, Davidson, North Carolina 28036

as Obligee, hereinafter called the Obligee, in the sum of **Five Per Cent of the Amount of the Bid**

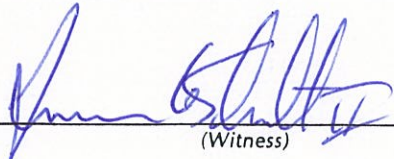
Dollars (\$ 5% of Bid),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

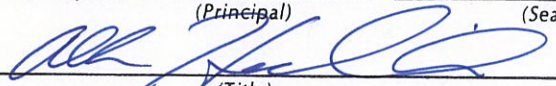
WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)

2017 Resurfacing Project

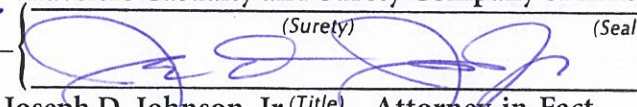
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **16th** day of **June** **2017**.


(Witness)

Blythe Construction, Inc.
(Principal) (Seal)

(Title)


(Witness)

Travelers Casualty and Surety Company of America
(Surety) (Seal)

Joseph D. Johnson, Jr. (Title) **Attorney-in-Fact**



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 223941

Certificate No. 004487635

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Todd L. Johnson, Joseph D. Johnson Jr., Francis T. O'Reardon, Joseph D. Johnson

of the City of Orlando, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of August, 2011.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By:

George W. Thompson
 George W. Thompson, Senior Vice President

On this the 24th day of August, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of June, 20 17


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

PROJECT FORMS

CONTRACTOR'S AFFIDAVIT

RELEASE AND WAIVER OF CLAIM

STATE OF: _____ COUNTY OF: _____

(Name) (Title)

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

1. The undersigned is authorized to execute this Affidavit, Release and Waiver of Claim on behalf of the Contractor and has personal knowledge of all facts set forth herein;
2. This Affidavit, Release and Waiver of Claim is made concerning the construction of the following project:
Project Name: Resurfacing FY2017
3. 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;
4. 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;
5. Notwithstanding the foregoing, if the Town of Davidson or property of the Town of Davidson is subject to any ill claim or lien which arises in any manner from the failure of the Contractor to pay any liability described above, the Contractor will indemnify and hold the Town harmless for any amount which the Town of Davidson is required to pay to discharge such lien or settle such claim and further will pay the Town's expenses, costs, and attorney fees incurred in connection therewith;
6. All claims, suits, and proceedings of every name, description, or nature arising out of the above project against the Town of Davidson, its officers, employees and agents have been settled;
7. The Contractor releases and waives any and all claims of every type and description which the Contractor may have against the Town of Davidson arising in any manner from the construction of the above-described project.

(Contractor's Signature)

Subscribed and sworn to before me this _____ day of _____ 201__

Signature of Notary Public _____

of _____ County

State of _____

My Commission Expires: _____

STANDARD SPECIAL PROVISIONS

NCDOT STANDARD SPECIFICATIONS

NCDOT Standard Specifications

2012 NCDOT Specifications: The January 2012 North Carolina Department of Transportation (NCDOT) Standard Specifications for Roads and Structures, herein referred to as the "NCDOT Standard Specifications", is part of the Contract Documents and incorporated herein by reference. The Contract Documents are intended to be complementary. In case of any conflict among the Contract Documents that cannot otherwise be resolved, the order of precedence shall be as set forth in Section 105-4 of the NCDOT Standard Specifications.

The NCDOT Standard Specifications are hereby modified as follows:

| Section # | Modification |
|--------------------------|---|
| 101-3 | Modify the Definitions as provided in Section 00 20 00 Article 1 of this Project Manual. |
| 102-1 | Delete lines 21 through 22. |
| 102-2 | Delete this section in its entirety. |
| 102-3 | Delete lines 8 through 11. |
| 102-7 | In the second sentence of in the second paragraph, delete the phrase " <i>in Raleigh at the office of the Geotechnical Engineering Unit</i> " and replace with " <i>on the Town's website, if available</i> " |
| 102-8(B) | In line 22, replace "14 calendar days" with "10 calendar days". |
| 102-9(C) | Delete lines 17 through 19. In line 34, replace "14 calendar days" with "10 calendar days". |
| 102-10 | In line 8, replace "14 calendar days" with "10 calendar days". Delete lines 39 to 44. |
| 102-14(A) and | In addition to " <i>State Funded Projects</i> ", these sections also apply to " <i>Town Funded Projects</i> ". |
| 102-14(B) | In line 9, replace "60 days" with "90 days". |
| 102-15 (J) | Delete this sentence in its entirety. |
| 103-3(A) | Delete the reference to " <i>North Carolina General Statute 136-28.1</i> " and replace with the reference to " <i>North Carolina General Statute 143-129.1</i> " |
| 103-3(A)(5) | Delete the " <i>48 hours</i> " notice of bid withdrawal and replace with " <i>72 hours</i> ". |
| 103-3(B) and 103-3(C) | Delete these sections in its entirety and replace applicable procedures established in North Carolina General Statutes 143-129.1. |
| 103-7 | In line 27, replace "14 calendar days" with "10 calendar days". |
| 103-9 | In line 37, replace "14 calendar days" with "10 calendar days". |
| 104-8(A)(1) | Delete line 23 through 29 and replace with the following: When the Engineer and the Contractor agree to the prices to be paid, the agreement will set forth in a change order. The Contractor may begin work by written authorization from Engineer before executing the change order. |

| | |
|--------------|--|
| 104-12(E) | Delete following part from line 23: |
| 107-15 | Delete this section in its entirety and replace with Insurance Requirements of Section 00 70 00 of this Project Manual. |
| 107-24 | In line 26, delete the reference of "NCGS § 136-29" and replace with the reference of "Dispute Resolution of Section 00 70 00". |
| 108-4 | Insert the following after Line 27: The Contractor's project superintendent and other individuals representing the Contractor who are knowledgeable of the Contractor's proposed progress schedule or who will be in charge of major items of the work shall attend the preconstruction conference. |
| 108-6 | On page 1-67, line 37, delete the reference of "NCGS § 136-29" and replace with the reference of "Dispute Resolution of Section 00 70 00". |
| 108-10(B)(5) | Delete this section in its entirety. |
| 108-13 | Delete this section in its entirety and replace with the Termination of Section 00 70 00 of this Project Manual. |
| 109-11 | Delete this section "Interest on Final Payment" in its entirety. |

ERRATA

(1-17-12) (Rev. 04-21-15)Z-4

Revise the 2012 Standard Specifications as follows:

Division 2**Page 2-7, line 31, Article 215-2 Construction Methods**, and replace "Article 107-26 "with" Article 107-25.**Page 2-17, Article 226-3, Measurement and Payment, line 2**, and delete "pipe culverts",**Page 2-20, Sub article 230-4(B), Contractor Furnished Sources**, change references as follows: **Line 1**, replace "(4) Buffer Zone" with "(c) Buffer Zone"; **Line 12**, replace "(5) Evaluation for Potential Wetlands and Endangered Species" with "(d) Evaluation for Potential Wetlands and Endangered Species"; and **Line 33**, replace "(6) Approval" with "(4) Approval".**Division 3****Page 3-1, after line 15, Article 300-2 Materials**, and replace "1032-9 (F) "with" 1032-6 (F).**Division 4****Page 4-77, line 27, Sub article 452-3(C) Concrete Coping**, replace "sheet pile" with "reinforcement".**Division 6****Page 6-7, line 31, Article 609-3 Field Verification of Mixture and Job Mix Formula Adjustments**, replace "30" with "45".**Page 6-10, line 42, Sub article 609-6(C)(2)**, replace "Sub article 609-6(E)" with "Sub article 609-6(D)".**Page 6-11, Table 609-1 Control Limits**, replace "Max. Spec. Limit" for the Target Source of $P_{0.075}/P_{be}$ Ratio with "1.0".**Page 6-40, Article 650-2 Materials**, replace "Sub article 1012-1(F)" with "Sub article 1012-1(E)"**Division 7****Page 7-1, Article 700-3, CONCRETE HAULING EQUIPMENT**, line 33, and replace "completion" with "complection".

Division 8

Page 8-23, line 10, Article 838-2 Materials, and replace "Portland Cement Concrete, Class B "with" Portland Cement Concrete, Class A.

Division 10

Page 10-166, Article 1081-3 Hot Bitumen, replace "Table 1081-16" with "Table 1081-2", replace "Table 1081-17" with "Table 1081-3", and replace "Table 1081-18" with "Table 1081-4".

Division 12

Page 12-7, Table 1205-3, add "FOR THERMOPLASTIC" to the end of the title.

Page 12-8, Sub article 1205-5 (B), line 13, and replace "Table 1205-2 "with" Table 1205-4.

Page 12-8, Table 1205-4 and 1205-5, replace "THERMOPLASTIC" in the title of these tables with "POLYUREA".

Page 12-9, Sub article 1205-6 (B), line 21, and replace "Table 1205-4 "with" Table 1205-6.

Page 12-11, Sub article 1205-8(C), line 25, and replace "Table 1205-5 "with" Table 1205-7.

Division 15

Page 15-4, Sub article 1505-3 (F) Backfilling, line 26, replace "Sub article 235-4(C)" with "Sub article 235-3(C)".

Page 15-6, Sub article 1510-3(B), after line 21, replace the allowable leakage formula with the following:

Page 15-6, Sub article 1510-3 (B), line 32, delete "may be performed concurrently or" and replace with "shall be performed".

Page 15-17, Sub article 1540-3 (E), line 27, and delete "Type 1".

Division 17

Page 17-26, line 42, Sub article 1731-3(D) Termination and Splicing within Interconnect Center, delete this sub article.

Revise the *2012 Roadway Standard Drawings* as follows:

1633.01 Sheet 1 of 1, English Standard Drawing for Matting Installation, replace "1633.01" with "1631.01".

Town STANDARD PROVISIONS

Curb and Gutter Tapers and Transitions

The Contractor shall be responsible for constructing concrete curb and gutter end tapers and concrete curb and gutter transitions as shown on the plans and in the specifications, including CLDS 10.19 curb transitions. Payment will be made at the contract unit prices of the adjacent curb and gutter for the various curb types in NCDOT Section 846, "Concrete Curb, Concrete Curb and Gutter, Concrete Gutter, Shoulder Berm Gutter, Concrete Expressway Gutter and Concrete Valley Gutter" and CLDS 10.17 "Curb and Gutter".

Existing Utilities

The Town has contacted and notified all involved utility owners of the effect of this Project on their respective utility. Construction plans and anticipated construction schedules have been provided to the utility owners. Each utility owner will be requested to attend the preconstruction conference to discuss potential conflicts and their schedule for relocation where required. All adjustments or relocations will be made by the utility owner unless otherwise indicated in the Contract Documents.

The owners of utilities in this Project could include:

1. Alltel / Windstream Communications
2. Duke Energy Company
3. Piedmont Natural Gas Company
4. Charlotte-Mecklenburg Utility Department
5. American Telephone & Telegraph

STANDARD SPECIAL PROVISIONS

6. Time Warner Cable
7. MI Connections
8. Energy United

The Contractors work shall be in accordance with NCGS 87-115, Underground Utility Safety and Damage Prevention Act" (2013-407, s 2.). To assist the Contractor and utility owners in meeting the requirements of this law, there is a service provider called "NC811". Most major utilities with underground facilities in the State subscribe to this service.

From within North Carolina, dial 811. For calls originating outside (or inside) of North Carolina, the toll free number (800) 632-4949 may be used. NC811 can also be accessed via the Internet at <http://nc811.org/homepage.htm>.

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.

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.

Concrete

All concrete used on Town projects will be required to meet the NCDOT Standard Specifications for Roadways and Structures. In addition, the following Town requirements apply:

The Town of Davidson or their Independent Testing Laboratory (ITL) will perform all testing for Slump, Air Content, Temperature, and Compressive Strength for Town approved/accepted concrete mix designs.

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 Engineer reserves the right to reject questionable material at any time in lieu of making reduced payment.

Compressive Strength:

All incidental concrete used in the construction of this Project shall be a minimum 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 will be tested and accepted with respect to compressive strength on the basis of the average test results of concrete test cylinders. The Town's testing company will prepare test cylinders in accordance with ASTM C31 and take them to their laboratory for curing and testing. The Contractor is responsible for providing adequate curing boxes, blankets, burlap, if needed. 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. 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.

The Contractor must submit a Process Control plan for review by the Town, including the name of the field person in charge for the contractor during concrete placement per the NCDOT Standard Specifications. This person must be concrete certified per ACI and NCDOT Field Level 1 Concrete.

Reclamation of Waste or Borrow Sources

All removal, disposal, and storage of waste and borrow material for this project will be required to meet the NCDOT Standard Specifications for Roadways and Structures. In addition, the following Town requirements apply. 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 at the site, either as part of the agreement with the Contractor, or on his own. The cost of all work of securing the borrow site, sediment control, re-grading and seeding shall be the responsibility of the property owner or contractor per their separate agreement.

The Town will not participate in the cost of this reclamation 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.

Hazardous Materials

If the Contractor encounters any materials considered or suspected of being hazardous, he shall immediately secure the area, discontinue operations, and contact the Charlotte-Mecklenburg Hazardous Materials Coordinator, telephone 704-336-2461 for further instructions. All activities shall be required to meet the NCDOT Standard Specifications for Roadways and Structures – Section 107-25.

Sedimentation Pollution Control Act

Certification Requirement

For projects that disturb one or more acres of land and thus require an NPDES General Stormwater Permit for Construction Activities, the prime contractor must provide an employee who has current certification in one or more of the following:

- 1) Charlotte-Mecklenburg Certified Site Inspector
- 2) NCDOT/NCSU's Level 2 Erosion and Sediment Control/Stormwater Certification
- 3) Certified Professional in Erosion and Sediment Control (EnviroCert International)
- 4) Professional Engineer

Documentation of certification shall be submitted at the contract Pre-construction Conference and prior to Notice to Proceed.

The person designated as the certified employee will be responsible for doing the following as it relates to the project:

- Complete erosion control inspection records as specified in the NDPES General Stormwater Permit for Construction Activities and provide copies of records to the Town.
- Coordinate the performance of corrective maintenance to erosion and sediment control measures that are found to not be functioning as intended to minimize sediment loss. Discuss corrective actions deemed necessary with the Town's Construction Inspector prior to conducting the work.
- Immediately notify the Town's Construction Inspector of visible sediment deposition from the project site into any water body or wetland. Such discharges must be reported to the NC Department of Environmental Quality within 24 hours of discovery.

Financial Responsibility

If this project is subject to the "North Carolina Department of Environmental Quality Sediment Pollution Control Act", the Town has already acquired the permit. The Contractor, upon recommendation of award shall complete Part B of the Financial Responsibility/Ownership form. The Town will transfer financial responsibility of the erosion control permit to the Contractor. The Contractor will be responsible for any fines levied for violation of the approved erosion control plan.

Maintenance of the Project

Maintenance of the Project shall be in accordance with Section 104-10 of the NCDOT Standard Specifications.

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.

Storage of Materials and Equipment

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.

Subletting

The Engineer reserves the right to waive the subcontracting limits set forth in Section 108-6 of the NCDOT 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.

Quantity Tickets

All quantity tickets for items not measurable in place shall be submitted in duplicate to the Project Inspector within seventy-two (72) hours after receipt of the material on the job. Each ticket shall indicate the date, contractor, job location and name, type of material, quantity of material, truck number and signature of the Contractor or his authorized representative.

No tickets will be accepted after seventy-two (72) hours have elapsed between the time of delivery and the submittal of tickets to the Project Inspector.

Periodic Payments

The Town will make partial payments based on the work progress estimates prepared by the Engineer and on the payment requests submitted by the Contractor on a monthly schedule established by the Engineer. Partial payments will be made within thirty (30) calendar days after receipt of a complete and accurate payment request. Partial payments will be approximate only and will be subject to correction in the final estimate and payment.

The Contractor shall submit the following required documents with each payment request:

1. Erosion Control Logs;
2. Sales/Use Tax Statement (provided by the Town).

The Contractor shall submit an updated project schedule with every partial payment request.

Partial payment requests that do not include an updated project schedule will be deemed incomplete and the payment request will not be processed until the updated schedule is received. In the event the Contractor fails to submit an updated schedule for a period in excess of thirty (30) days of the scheduled submission date, the surety will be notified of the pending breach and requested to provide assistance in obtaining the schedule to avoid a declaration of default under the terms of the Contract.

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

In accordance with N.C. General Statutes 143-134.1, retainage on periodic payments will be an amount equal to five percent (5%) of the total amount due on payment requests.

Final Payment

Final Payment will be made in accordance with Section 109-9 and 109-10 of the NCDOT Standard Specifications. The Contractor shall provide the following documents with the final pay request:

1. Contractor's Affidavit Release and Waive of Claim (form provided by the City);
2. State/County Sales/Use Tax Statement (form provided by the City); and
3. Consent of Surety to Final Payment (AIA Document G707).

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

Sales and Use Tax

The Town is NOT exempt from applicable sales or use taxes assessed by North Carolina or other states. However, the North Carolina Department of Revenue does reimburse the Town for the North Carolina sales or use taxes the Town pays for certain construction related goods. Therefore, the Town utilizes the below procedures for such sales tax. The Contractor agrees to follow the procedures set forth below for all sales or use taxes related to the Work and any other work performed pursuant to this contract.

"Eligible Taxes" are defined as North Carolina sales or use taxes paid by the Contractor for *buildings, materials, supplies, fixtures and equipment that become a part of or annexed to any building or structure that is owned or leased by the Town and is being erected, altered or repaired by the City* (North Carolina GS 105-164-14(c)).

"Non-Eligible Taxes" are defined as all other sales or use taxes including those paid to states other than North Carolina, or sales or use taxes paid to North Carolina on purchases or rental of tools, equipment, and disposable supplies, including fuel, used in the Work.

Non-Eligible Taxes

Non-Eligible Taxes shall be included in the Bid and will be included in the Contract Amount.

The Contract Amount as shown in Section 00 50 00 includes full and complete compensation for the Contractor for any and all Non-Eligible Taxes paid by the Contractor in the prosecution of the Work and any other work performed pursuant to this Contract.

Eligible Taxes

Eligible Taxes **shall not** be included in the Bid and will **not** be included in the Contract Amount. Eligible Taxes will be reimbursed separately pursuant to the procedures below.

In order to receive the reimbursement for Eligible Taxes, the Contractor shall provide a detailed listing of Eligible Taxes on the Sales/Use Tax Statement ("Tax Statement") provided in the Contract Documents. Tax Statements must be submitted with each payment request and shall include invoices documenting the Eligible Taxes and the underlying purchases made by the Contractor or by the Contractor's subcontractor.

Tax Statements must indicate whether such Eligible Taxes was paid by the Contractor or by the Contractor's subcontractor.

If no Eligible Taxes have been paid for the period in which a payment request is being submitted by the Contractor, then the Contractor shall indicate "No Eligible Taxes paid this period" and submit the Tax Statement accordingly.

Tax Statements must be completed and signed by the Contractor/subcontractor's company officer submitting the statement and certified by a Notary Public.

Tax Statement must list in detail the Eligible Taxes paid for each individual invoice paid by the Contractor/subcontractor. No lump sum, running total, or copies of previously reported statements will be accepted.

Tax Statements must show separately the portion of Eligible Taxes that are paid to the State of North Carolina and the applicable North Carolina County, identifying the county accordingly.

Tax Statements will be reviewed and approved by the Town prior to paying the Eligible Taxes reimbursement. Such approval will not be unreasonably withheld.

Allowances

Any Allowance included as a line item on the Itemized Proposal, including but not limited to Contingency Allowances, may only be used by the Contractor upon written instructions from the Engineer. Any portion of any Allowance remaining at the end of the Contract shall revert to the Town. The Town reserves the right to change any Allowance amount prior to award of the Contract.

2.19 Commercial Non-Discrimination Policy

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the Town's Commercial Non-Discrimination Policy and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, marital status, familial status, sexual orientation, gender identity, gender expression, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a Town contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on Town contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in Town contracts, or other sanctions.

As a condition of entering into this Contract, the Company agrees to:

(a.) Promptly provide to the Town all information and documentation that may be requested by the Town from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and

(b.) If requested, provide to the Town within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Company has used on Town contracts in the past five years, including the total dollar amount paid by Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the Town pursuant to the Town's Non-Discrimination Policy. To provide any documents relevant to such investigation that are requested by the Town, and to be bound by the award of any arbitration conducted under such Policy. The Company understands and agrees that violation of this clause shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in contracts and other sanctions.

The Company further agrees to provide to the Town from time to time on the Town's request, payment affidavits detailing the amounts paid by Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format provided by the Town.



Contractor shall comply with the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of his subcontractors to do so as well.

Iran Divestment Act

Contractor certifies that: (i) his company is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) his company will not take any action causing it to appear on any such list during the term of this Contract; and (iii) his company will not utilize any subcontractor that is identified on any such list to provide goods or services hereunder.

Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any products or deliverables provided to the Town pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the

Contractor or its subcontractors in connection with this Contract; or (iii) arising from the Contractor's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Contractor or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) alleging violation of any federal, state or local law or regulation by the Contractor or any of the Contractor's subcontractors; or (v) alleging that an employee or subcontractor of the Contractor is an employee of the Town, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the Town and each of the Town's officers, officials, employees, agents and independent contractors (excluding the Contractor); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

If an Infringement Claim occurs, the Contractor shall either: (i) procure for the Town the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the Town shall not be adversely affected by such replacement or modification. If the Contractor is unable to comply with the preceding sentence within thirty days after the Town is directed to cease use of a product or service, the Contractor shall promptly refund to the Town all amounts paid under this Contract.

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.

Areas and/or other work disturbed while accessing and/or repairing/replacing warranty covered items shall be stabilized and repaired at no additional cost to the Town.

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 therefrom – 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 \$1,000,000.00 bodily injury each person, each accident and \$1,000,000.00 property damage, or \$1,000,000.00 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

\$1,000,000.00 bodily injury each occurrence/aggregate and \$1,000,000.00 property damage each occurrence/aggregate or \$1,000,000.00 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 \$100,000.00 each accident and disease – each employee and \$500,000.00 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 mail.

The insurance certificate **must** include the following language in the "Description of Operations/Locations/Vehicles" box of the insurance form next to the project name: **"Town of Davidson is listed as 1 an additional insured on the general liability policy."** Failure to provide this specific language will delay the execution of this contract.

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 by the controlling agency, with limits established by that agency.

Holiday Work Restrictions

No work shall be performed on the Project which is subject to measurement or payment when Town offices are closed for observed Town holidays. This restriction does not relieve the Contractor from the responsibility of ensuring the safety and well-being of pedestrian and vehicular traffic, and for the protection of public and private property.

In emergencies and certain other conditions deemed necessary by the Engineer, the Contractor may be directed to work on weekends or holidays. There will be no separate measurement or payment for work done under these directives other than those established in the Contract.

Termination

TERMINATION BY THE TOWN FOR CAUSE

1. The Town may terminate the Contract if the Contractor:
 - a. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - b. Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;

- c. Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
 - d. Otherwise is guilty of substantial breach of a provision of the Contract Documents.
2. When any of the above reasons exist, the Town, upon certification by the Engineer that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Town and after giving the Contractor and the Contractor's surety, if any, seven days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
 - a. Take possession of the site and all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor;
 - b. Accept assignment of subcontracts; and
 - c. Finish the work by whatever reasonable method the Town may deem expedient. Upon request of the Contractor, the Town shall furnish the Contractor a detailed accounting of the costs incurred by the Owner in finishing the work.
3. When the Town terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment until the work is finished.

The Public Works Director shall have authority to terminate the Contract without additional authorization by Town Council.

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

TERMINATION BY THE TOWN FOR CONVENIENCE

1. The Town may, at any time, terminate the Contract for the Town's convenience and without cause. Upon written notice from the Town of such termination for the Town's convenience, the Contractor shall:
 - a. Cease operations as directed by the Town in the notice;
 - b. Take actions necessary, or that the Town may direct, for the protection and preservation of the work; and
 - c. Except for the work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
2. The Works Director shall have authority to terminate the Contract without additional authorization by Town Council.
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.

Dispute Resolution

It is understood and agreed that projects subject to NCGS 143-128(g-h) requires that disputes arising under a Contract subject to a dispute resolution process specified by the Owner (i.e., the Town). In compliance with this statutory provision, the Town specifies this Article as the dispute resolution process to be used on this Project, regardless if the Project is or is not subject to NCGS 143-128(g-h). It is further understood and agreed that this dispute resolution process is based on non-binding mediation and will only be effective to the extent that the

Parties to any mediated dispute participate in the mediation in good faith. It is also understood and agreed that the Town is under no obligation under any circumstance to secure or enforce the participation of any other Party in the mediation of any dispute subject to this Article and NCGS 143-128(g-h).

- A. Any dispute arising between or among the Parties listed in Section C of this Article that arises from an agreement to perform services in conjunction with the Project, including without limitation a breach of such agreement, shall be subject to non-binding mediation administered by the American Arbitration Association under the industry appropriate Mediation Rules ("Rules"). To the extent any provision of the Rules is inconsistent with the provisions of this Article, the provisions of this Article shall control. The mediation provided in this Article shall be used pursuant to this Contract and NCGS 143-128(g-h) and is in lieu of any dispute resolution process adopted by any other government entity, which process shall not apply to this Project.
- B. For purposes of this Article the following definitions shall apply:
 - i) Party or Parties refers to the parties listed in Section C of this Article.
 - ii) Project means project pursuant to this Contract.
- C. The Town and any Party contracting with the Town or with any first-tier or lower-tier subcontractor for the performance of the Project agree to participate in good faith in any mediation of a dispute subject to this Article and NCGS 143-128(g-h), including without limitation the following Parties (if any): Contractor, independent contractor(s) of the Town, surety(ies), subcontractor(s), and supplier(s).
- D. The Contractor and all other Parties shall include this Article in every agreement to which it (any of them) is a Party in performing the Services of the Project without variation or exception. Failure to do so will constitute a breach of this Contract, and the Contractor or other Party failing to include this Article in any agreement required by this Article shall indemnify and hold harmless the remaining Parties from and against any and all claims, including without limitation reasonable attorney fees and other costs of litigation, arising in any manner from such breach. Notwithstanding the foregoing provisions of this Section, it is expressly understood and agreed that the Parties are intended to be and shall be third-party beneficiaries of the provisions of this Article and can enforce the provisions hereof.
- E. The following disputes are not subject to mediation: (i) a dispute seeking a non-monetary recovery; and (ii) a dispute seeking a monetary recovery of \$15,000 or less.
- F. A dispute seeking the extension of any time limit set forth in an agreement to perform the Services for the Project shall be subject to mediation pursuant to this Article and NCGS 143-128(g-h), but only if the damages which would be suffered by the Party seeking the extension would exceed \$15,000 if the disputed extension is denied. To the extent that liquidated damages are set forth in such agreement as the measurement of damages for failure by such Party to meet such time limit, such liquidated damages shall be the exclusive standard for determining the amount of damages associated with such dispute.
- G. For purposes of this Article, a dispute is limited to the recovery of monetary damages from the same transaction or occurrence against a single Party or two or more Parties alleged to be liable jointly, severally or in the alternative. Two or more disputes may not be consolidated or otherwise combined without the consent of all Parties to such disputes.
- H. In addition to such matters as are required by the Rules, a request for mediation shall include the amount of the monetary relief requested.

- I. Prior to requesting mediation, a Party must form a good faith belief that it is entitled under applicable law to recover the monetary amount to be included in the request from one or more of the remaining Parties. Such belief must be based on a reasonable and prudent investigation into the dispute that is the subject of the request. The request for mediation must be based on such investigation and may not include any amount or the name of any remaining Party, unless supported by such investigation and good faith belief by the Party requesting the mediation.
- J. If a Party breaches any provision of Section I of this Article, it shall indemnify and hold harmless all other Parties from any costs, including reasonable attorney fees and other costs of litigation, and damages incurred by such other Parties that arise from such breach.
- K. All expenses incurred by a Party to a dispute in preparing and presenting any claim or defense at the mediation shall be paid by the Party. Such expenses include without limitation preparation and production of witnesses and exhibits and attorney fees. All other expenses of the mediation, including filing fees and required traveling and other expenses of the mediator, shall be borne as follows: one half by the Party requesting the mediation, with the remaining parties paying equal shares of the remaining expenses and costs; provided that, if the Town is named as a party to the mediation, the Town shall pay at least one-third of the mediation expenses and costs divided among the Parties. If more than one Party to a dispute requests a mediation, the mediation expenses and costs to be divided among the Parties shall be borne equally by the Parties to the dispute; provided that, if the Town is named as a Party to the mediation, the Town shall pay at least one-third of the mediation expenses and costs divided among the Parties.
- L. The mediation shall be held at a location agreeable to the mediator and all of the Parties; provided that, if no agreement can be reached, the mediation will be held at such location in Mecklenburg County as the mediator shall determine.
- M. The provisions of this Article are subject to any other provision of this Contract concerning the submission, documentation and/or proof of any claim or dispute. Such other provisions shall apply in full force and shall be satisfied as a condition precedent to mediation pursuant to this Article.
- N. The Parties understand and agree that mediation in accordance with this Article shall be a condition precedent to institution of any legal or equitable proceeding seeking monetary recovery based on any dispute that is subject to mediation pursuant to this Article.

PROJECT SPECIAL PROVISIONS

GENERAL REQUIREMENTS

Contract Time

The Contract Time will begin upon the issuance of the Notice to Proceed and will extend until November 1, 2017.

Liquidated Damages

Liquidated Damages will be assessed at the rate of \$1,000.00 per calendar day for failure to complete the Project within the Contract Period.

Intermediate Contract Time and Liquidated Damages

Liquidated Damages will be assessed at the rate of \$500.00 per calendar day per block of street for failure to replace existing street markings by the end of the 3rd calendar day after obliteration.

Work Time Restrictions

noise ordinance

The Contract Period and Liquidated Damages for this project were set in accordance with the following restrictions:

Special consideration shall be made to accommodate the ending and beginning of the school year.

Resurfacing operations on streets near schools should not be done before the 2nd week of June and should be completed by August 1st.

Special Events

~~Paving in the Uptown area must accommodate special events. Town has the right to limit/direct the work in the~~

~~Downtown area, as they deem appropriate.~~

Locations of the Work

Locations of the work are shown on the attached map of this project manual.

Town reserves the right to totally remove or add streets to the contract and to change the scheduled resurfacing of particular streets at any time without additional compensation to the contractor.

Price Adjustments – Asphalt Cement for Plant Mix

"Asphalt Binder for Plant Mix" will be in accordance with Section 620 of the Standard Specifications.

The Bidder shall consider that the Town will make adjustments in payments due the Contractor where it has been determined that the average terminal F.O.B selling price of asphalt cement has fluctuated.

The Base Price Index for Asphalt Cement for this project is set at \$373.50 per ton.

This Base Price Index represents an average F.O.B. selling price of asphalt cement at supplier's terminals on February 1, 2017 as determined by the North Carolina Department of Transportation from a survey of terminals located in North Carolina and adjacent states.

http://www.ncdot.org/doh/operations/dp_chief_eng/constructionunit/paveconst/Asphalt_Mgmt/acprices/

Payment will be made under:

ASPHALT BINDER FOR PLANT MIX TN

Bituminous Plant Mix Pavements - Recycled

Work in this provision consists of all work covered in Section 1012, "Aggregate for Asphalt Pavements and Surface Treatments" in the Standard Specifications, except that the provisions of this section pertaining to compensation shall not apply.

The Engineer will determine acceptability of materials and construction in accordance with the applicable sections of these specifications. Following the application of the appropriate acceptance plan, the decision of the Engineer shall be final as to the acceptance, rejection, or acceptance at an adjusted payment of the material.

Nonconforming materials, projects, items of construction, or complete construction that are not adaptable to correction by reworking shall be removed and replaced, accepted without payment, or accepted at an adjusted payment as stated in these specifications, or if not stated, as directed by the Engineer.

DESIGN MIX FORMULA

The Contractor shall submit for the Engineer's approval, a job mix formula approved by the NCDOT or a job mix formula within the limits of the Standard Specifications accompanied by the recommendation of an independent testing laboratory. The formula shall include aggregate graduation, bitumen content, stability, theoretical specific gravity, laboratory specific gravity, percent of voids, and unit weight. The Engineer has the right to reject a state approved mix based on the content of Rap material. For this Contract, RAP (reclaimed asphalt pavement), shall not constitute more than 30% of the total material used in recycled mixtures - with no allowance for RAS (reclaimed asphalt shingles – maximum 0%).

INTENT OF SPECIFICATIONS

It is the intent of these specifications to provide an equitable means of accepting materials and work that may vary slightly from the specification range stated in the Standard Specifications in lieu of total rejection, removal, repair or nonpayment.

When materials or construction are not within the limits of the specification, an adjusted payment maybe allowed as delineated in these specifications, except where the level and variability of test results indicate a degree of nonconformance with requirements so great as to make the material or construction unacceptable. Unacceptable material and construction shall be either reworked or replaced at no cost to the City. The Engineer reserves the right to reject questionable material at any time in lieu of making reduced payment.

COMPENSATION:

Payment at the contract unit prices for the various items covered by Section 610 will be full compensation for all work covered by this section except as provided below.

There will be no separate payment for furnishing non-strip additive. The cost of non-strip additive shall be included in the contract unit price per ton for "Asphalt Concrete Surface Course, S 9.5 B, SF 9.5 A and S 9.5 C".

Where samples of reclaimed asphalt pavement are obtained by milling, removal of the milled pavement will be paid for as provided in Section 607. The plant mix used for replacing the milled pavement will be paid for as provided by the section of the Specifications covering the type of plant mix used.

Advance Warning Signs

Advanced warning signs are to be placed on a street prior to resurfacing related activities being performed and remain posted until activities are completed. **No signs will be allowed to be placed on sidewalks.**

Paving

A contract special provision requiring the tapering (feathering) of asphalt at curbs, catch basins, etc. should be included in the specifications. When paving, intersections are to be paved back to the end of the radius. In addition, wedging should be performed where directed by the engineer to ensure acceptable ride quality and appropriate drainage. **No streets shall be paved into the curb & gutter, unless approved by the Town.**

All required curb replacement for a street must be performed prior to paving.

Night Paving

N/A

Night paving will not be allowed unless specified in the contract or directed by the engineer based on severe circumstances relating to traffic and/or accessibility to high profile land uses such as hospitals, major events, etc. There will be no night paving allowed simply based on convenience to the contractor, meeting deadlines, or weather related reasons.

SUPERPAVE

Asphalt shall comply with the most up to date SUPERPAVE mix designs and must be approved by the engineer. Mix designs shall **not** exceed 30% RAP material, unless Street Maintenance approves specific locations to test higher RAP mixes.

Tack Coat

A "trackless" tack coat is required for use on all streets to be resurfaced.

Asphalt Base Failure Repair

Town Forces:

When utilizing Town forces for base failure repair, the Engineer should coordinate base repair and resurfacing between the Town Public Works and the resurfacing contractor. All base failure repairs are to be performed prior to resurfacing. Under no circumstances should a street be resurfaced before needed base repair is completed.

Contractor:

All base failure repairs are to be performed prior to resurfacing. AC (asphalt cement) is to be included in the cost per ton for this item and there will be **NO** AC adjustment allowed for Asphalt Base Failure Repair. Any repair of existing pavement by the contractor shall include but not be limited to the cutting of the pavement to a neat vertical joint and uniform line; undercutting of amount necessary to reach firm support, the removal and disposal of pavement, base and subgrade material as approved by the engineer. The area to be repaired shall be coated with a tack coat and the replacement of the removed material with asphalt concrete base course, type B 25.0. 'Mill patching' may be used pending approval of the engineer.

Milling

Milling of the designated streets will include clean up by the contractor. Cleanup is to be performed the day of the operation and consists of removal of millings in the Curb & Gutter and Sidewalks using dry methods such as brooms, blowers, vacuums, or similar items. Any asphalt in the gutter pan is to be removed by the milling operation. Obstructions preventing the normal flow of water in the existing curb and gutter are to be removed. Asphalt tie-ins due to milling shall have temporary paper seams to ensure a smooth transition. All milled edges and raised structures must be marked with high visibility paint. ~~For streets in the Uptown area, resurfacing operations must occur immediately following milling.~~

Resurfacing of milled streets ~~outside of the Uptown area~~ is to be performed within 72 hours of the milling operation or when 1,000 tons of asphalt can be placed on the street being milled, whichever is first. The Engineer retains the ability to adjust these guidelines at his discretion.

On Street Parking

48 hours prior to resurfacing activities, notices are to be placed on vehicle windshields parked on the street along with door-hangers on the residences announcing the upcoming street resurfacing activities and that owners should move their vehicle from the street. If a vehicle is not moved from the street when the crews arrive to resurface the street, attempts will be made to contact the owner. As a last resort, the vehicle will be towed from the street until the resurfacing is completed. Any necessary towing will be the responsibility of the contractor.

Surface Treatment (Cape Sealing) 1

The Contractor is required to perform cape seal surface treatment for this contract; The Engineer should coordinate the sealing and resurfacing for this contract. Because of the negative impact of colder temperatures on paving, sealing should end on or before September 1 unless approved by Town.

Adjustment of Structures

Structure adjustment should be performed in accordance with the structure adjustment procedure provided by Street Maintenance in previous resurfacing contracts. All structures must be marked with high visibility paint, while awaiting final paving. All structures should be adjusted flush with the finish grade of the street surface and meet all specifications. All work must be completed prior to final paving. Any structures not adjusted flush with pavement are subject to be readjusted by the contractor at no additional charge.

Non-Milled Streets:

For adjusting of water valve boxes and MH frames and covers in streets that are not being milled and the valve or MH structure is in good condition, as determined by the Charlotte Water Inspector, the valve box or MH frame can be raised by using the Turner Company polypropylene and fiberglass adjustments rings as specified in the attached two details or approved equal. The Contractor will be responsible for getting the appropriate dimensions to the supplier to make these products fit tight inside the existing water valve box or MH frame. If the adjustment ring comes loose anytime during the 12-month warranty period, the Contractor will be responsible for adjusting the existing water valve box or MH frame to grade without the use of an adjustment ring of any type at no additional cost to the City.

Milled Streets:

For adjusting MH frames in streets that are being milled and the Charlotte Water Inspector determines the MH frame needs to be replaced or adjusted due to damage to the underlying structure or damage to the MH frame or for any other reason, the structure will be rebuilt using adjustment rings constructed of expanded polystyrene with a poly urea coating as manufactured by Underground Technologies or approved equal. The structure will be demolished to a point of sound structure as determined by the Charlotte Water Inspector. The MH structure shall be rebuilt using these adjust rings only and not bricks and shims and cement mortar or any other spacer material unless directed by the Charlotte Water Inspector. The expanded polystyrene adjustment rings shall be adhered to the sound MH structure using an epoxy based adhesive. Approved products for this epoxy based adhesive are Secure-n-Seal by Underground Technologies or approved equal. Once the expanded polystyrene adjustment ring has been secured to the sound MH structure, it shall be coated with a two part epoxy coating system poured over the MH frame and adjustment ring and MH structure to create a water tight connection of all three components. Approved products for this two part epoxy coating are Veil Safe by Underground Technologies or approved equal.

Borrow Excavation

Borrow Excavation for this contract will be used for the purpose of backfilling & compacting, where necessary, along resurfaced streets without existing curb to improve and re-establish the integrity of existing shoulders or as directed by the Engineer. This provision includes seeding and mulching of the backfilled area.

Sawing Existing Pavement

Where pavement will 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 adjacent pavement away. The cost of sawing existing pavement, including both concrete and asphalt, shall be considered as being incidental to the item requiring the sawing and shall be included in the unit price bid for that particular item unless otherwise specified therein.

Slurry discharge from saw-cutting will be prevented from entering storm water catch basins. This can be accomplished with items such as saw-cutting machines with vacuum, wet/dry vacuums, sand bags, rock bags and hay bales. Reasonable measures shall be taken to clean up accumulated slurry material before completing operations for the day.

Pollution Prevention and Spill Response

Washing and rinsing of vehicles, equipment and tools shall be done in a contained or vegetated area and not at a location where the wash water will discharge directly into surface waters or storm drain conveyances. In no case shall polluting substances be dumped directly into surface waters, storm water conveyances or onto paved surfaces (reference NCDOT Standard Specifications 107-12 (A) and (D)).

Contractors shall be responsible for following all local, state and federal laws for response to an investigation, reporting and remediation of hazardous material discharges that occur at a jobsite. To facilitate quick response and cleanup, contractors shall have spill clean-up materials readily available for use at jobsites.

Restoration

Final clean-up and restoration shall include the following:

1. Clean-up of excess material left in gutters, catch basins and private yards.
2. Removal of equipment-marks and restoration of public and private property to the condition existing before the paving operation.
3. The dumping of excess mix on the project site is prohibited.
4. Curb and other objects accidentally tacked or primed shall immediately be cleaned with a material and process approved by the Engineer so as to have no unsightly marks on the finished surface of these items.
5. If pressure washing is used during final clean-up or to remove tack or primer material, storm water catch basins into which the wash water will enter shall be protected with filters, such as silt sacks, to filter out sediment and other pollutants. Filters and accumulated sediment shall be removed when clean-up is completed.

Street Markings (Temporary)

Installation of temporary centerline and lane markings to ensure safe traffic flow will be the responsibility of the Contractor. Traffic control and/or temporary street markings are to be maintained at all times. Specifications for this line item should be outlined in the contract. Lane markings should be installed at or near pavement joints when practical.

Excavation and Trenches: Excavations and trenches that cannot be properly backfilled and patched prior to the end of the workday shall be secured as specified in Section "Excavations and Trenches" of the WATCH.

2.0 MEASUREMENT

There will be no separate measurement made for Traffic Control.

3.1 PAYMENT

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

Partial payments will be made as follows:

- 25% of the lump sum price on the first partial payment estimate made after any work has been performed on the item of "Traffic Control".
- 25% of the lump sum price on the first partial payment after work is 25% complete.
- 25% of the lump sum price on the first partial payment after work is 50% complete.
- 25% of the lump sum price on the first partial payment after work is 100% complete.

Payment will be made under:

TRAFFIC CONTROL..... LS

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; 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.

2.0 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 Town's "Landscape Construction Standards" Seeding and Sodding of Turfgrass.

3.0 MEASUREMENT AND PAYMENT

There will be no separate measurement or payment for seeding and mulching. The costs associated with seeding and mulching for the Project shall be included in the Contract unit price for Borrow Excavation.

POLYPROPYLENE AND FIBERGLASS OR STEEL MANHOLE ADJUSTMENT RINGS AND WATER VALVE BOX ADJUSTMENT RINGS

1.0 DESCRIPTION

NON-MILLED STREETS

For adjustment of water valve boxes and manhole frames and covers in streets that are not being milled and the valve or manhole structure is in good condition, as determined by the Charlotte Water Inspector, the valve box or manhole frame can be raised by using either steel or polypropylene and fiberglass adjustments rings as specified in the attached details, or approved equal. The Contractor will be responsible for getting the appropriate dimensions to the supplier to make these products fit tight inside the existing meter or water valve box or manhole frame. If the adjustment ring comes loose anytime during the 12-month warranty period, the Contractor will be responsible for adjusting the existing meter or water valve box or manhole frame to grade without the use of an adjustment ring of any type at no additional cost to the City.

Polypropylene and fiberglass adjustments rings may only be used on residential streets.

MILLED STREETS

For adjustment of meter or water valve boxes or manhole frames in streets that are being milled and the

Charlotte Water Inspector determines the water meter or valve box or manhole frame needs to be replaced or adjusted due to damage to the underlying structure or damage to the water meter or valve box or manhole frame or for any other reason, the structure will be rebuilt using adjustment rings constructed of expanded polypropylene and fiberglass with a poly urea coating as manufactured by Underground Technologies or approved equal. The structure will be demolished to a point of sound structure as determined by the Charlotte Water Inspector. The structure shall be rebuilt using these adjustment rings only and not bricks and shims and cement mortar or any other spacer material unless directed by the Charlotte Water Inspector. The expanded polystyrene adjustment rings shall be adhered to the sound water meter or valve box or manhole structure using an epoxy based adhesive. Approved products for this epoxy based adhesive are Secure-n-Seal by Underground Technologies or approved equal. Once the expanded polystyrene adjustment ring has been secured to the sound MH structure, it shall be coated with a two part epoxy coating system poured over the MH frame and adjustment ring and MH structure to create a water tight connection of all three components. Approved products for this two part epoxy coating are Veil Safe by Underground Technologies or approved equal.

Valve Box or Manhole adjustment made with expanded polypropylene and fiberglass adjustment ring shall not exceed 2 inches. All other adjustment shall be made with brick and mortar as described in NCDOT Section 858.

2.0 MEASUREMENT

The quantity of manholes and water meter or valve boxes that are adjusted using steel or polypropylene and fiberglass adjustments rings to be paid for will be the actual number of water meter or valve boxes and manhole adjustment made where steel or polypropylene and fiberglass adjustments rings are used, which have been incorporated into the project and accepted.

3.0 PAYMENT

Payment for manhole and water meter or valve adjustments using steel or polypropylene and fiberglass adjustments rings, measured as provided above will be made at the contract unit price per each for steel or polypropylene and fiberglass adjustments rings.

This payment will be full compensation for all labor, equipment and materials required to adjust manholes and water meter or valve boxes with steel or polypropylene and fiberglass adjustments rings furnished by the Contractor. No separate payment will be made for adjustment of the manhole under this special provision. The price bid for steel or polypropylene and fiberglass adjustments rings shall include and be full compensation for the work of adjusting the structure.

Manholes or water meter or valve boxes that are adjusted with brick and mortar will be paid for under a separate contract unit price.

Payment will be made under:

POLYPROPYLENE AND FIBERGLASS OR STEEL MANHOLE ADJUSTMENT RINGS..... EA
POLYPROPYLENE AND FIBERGLASS OR STEEL WATER METER OR VALVE BOX ADJUSTMENT RINGS..... EA

