

TOWN OF WEDDINGTON PLAZA IMPROVEMENTS

April 2021



TOWN OF WEDDINGTON NORTH CAROLINA



LaBella Associates, P.C.
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Charlotte, NC 28285

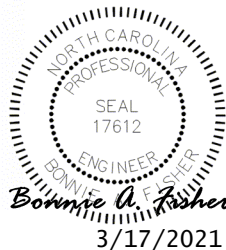


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INVITATION TO INFORMAL BID

The Town of Weddington (hereinafter the "Town") is requesting informal bids from qualified contractors to construct a compacted ABC stone base plaza to be used for community events. Interested parties should submit bids by 5:00 p.m. on April 6, 2021. Bids can be emailed to Lisa Thompson ltompson@townofweddington.com, mailed to the attention of Ms. Lisa Thompson, Town of Weddington, Town Hall, 1924 Weddington Road, Weddington, NC 28104, or delivered to the same address. Outside of the envelope shall be marked "Bid for 2021 Plaza Improvements".

PROJECT NAME: 2021 Town of Weddington Plaza Improvements

SCOPE OF WORK: Concrete curb and gutter, concrete driveway apron and median, new stone base surface, grading, storm drainage, and miscellaneous.

Contract Documents and Plans A digital set of the bid documents and plans may be obtained at no costs from LaBella Associates by contacting the Project Engineer at bfisher@labellapc.com.

List of Plan Sheets: Sheets 1, 2A, 3, 4, EC-1, and EC-2 (6 sheets total);

Prebid Meeting: There will not be a pre-bid meeting for this project.

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

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

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

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

The Bidder will provide his North Carolina General Contractor's License Number, Classification(s), and Limits in the space provided on the signature page of the bid.

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

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

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

Delivery of Bids: Bids shall be hand delivered, emailed, or mailed to the Office of the Town Planner prior to the deadline given above. All bids shall be placed in a sealed envelope with the following information printed on the outside of the envelope:

BID FOR: _____ (Enter the project name as shown on the Bid Documents)
Project Name

BIDDER'S NAME: _____ (Full name of Contractor submitting the bid)
Contractor's Name

DO NOT OPEN UNTIL: _____ (Enter the date & time as shown on the Bid Documents)
Bid Opening Date & Time

Bid Phase Contact: For information regarding this project during the bid phase contact:

Contact Person: Bonnie A. Fisher, P.E.

Contact Phone Number: 704-941-2132

E-Mail Address: bfisher@labellapc.com

STANDARD SPECIAL PROVISIONS

ADDENDA

Addenda will be emailed to Bidders of Record and filed in the Office of the Engineer. The Bidder shall be responsible for inquiring if Addenda have been issued. All such Addenda shall become part of the contract and all Bidders shall be bound by such Addenda whether or not received or acknowledged by the Bidder.

ADDITIONAL WORK (NCDOT Standard Specifications Section 101-3, Definitions)

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

AWARDING OF CONTRACT

The Town will award the contract or contracts conditioned upon funds being available for construction and other governmental approvals as may be required. The contract will be awarded to the lowest responsive and responsible Bidder or Bidders, as required by North Carolina General Statutes. Consideration will be given only to proposals from Contractors who are properly licensed, bonded, experienced in the class of work proposed and who can refer to projects of similar magnitude and character that have been completed by them. The Town also reserves the right to reject any and all proposals and to waive informalities and technicalities as it may deem to be in its best interest.

AVAILABILITY OF LAND

The project limits for this project are owned by the Town of Weddington.

CARE OF WORK

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

TOWN OF WEDDINGTON DRUG-FREE WORKPLACE POLICY

The Town is a drug-free workplace employer.

In order to be eligible to submit a bid or proposal for a Town construction or service contract, a prospective contractor must certify that it will, if awarded the contract, provide a drug-free workplace during the performance of the contract. This requirement is met by:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken for violations of such prohibition;
- (2) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace, (2) the Contractor's policy of maintaining a drug-free workplace, (3) any available drug counseling, rehabilitation, and employee assistance program, and (4) the penalties that may be imposed upon employees for drug abuse violations;
- (3) Notifying each employee that as a condition of employment, the employee will (1) abide by the terms of the prohibition outlined in (1) above and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

- (4) Notifying the Town within ten days after receiving from an employee a notice of a criminal drug statute conviction or otherwise receiving actual notice of such conviction;
- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of drug crime;
- (6) Making a good faith effort to continue to maintain a drug-free workplace for employees; and
- (7) Requiring any party to which it subcontracts any portion of the work under the contract to comply with the provisions of (1) through (6).

If the prospective contractor is an individual, the drug-free workplace requirement is met by not engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

By submitting a bid or proposal, a prospective contractor certifies that it will comply with the Town's drug-free workplace requirement. A false certification or the failure to comply with the above drug-free workplace requirements during the performance of a contract shall be grounds for suspension, termination or debarment.

CLEANING UP

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

CONCRETE

Compressive Strength: All concrete used in the construction of this Project shall be 3600 PSI strength at twenty-eight (28) days, unless otherwise specified. No adjustment will be allowed for the required use of high-early strength concrete. When the Contractor is requested to use high-early strength concrete in certain areas, he must furnish a copy of the delivery ticket to the Project Inspector prior to allowing traffic to proceed across the item in question before the required seven (7) day curing period.

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

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

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

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

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

CONTINGENCY ALLOWANCE

A Contingency Allowance (Contingency) is included as a line item in the itemized proposal. The Contingency may only be used by the Contractor upon written instructions from the Engineer. Any portion of the Contingency remaining at the end of the contract will revert to the Town. The Town reserves the right to change the Contingency amount prior to award.

An increase exceeding the Contingency Allowance must be executed by written change order, with the appropriate authorized signature(s).

CONSTRUCTION STAKES, LINES AND GRADES

Construction stakes, lines and grades will be provided by the Contractor at his own expense. Costs for surveys and establishing grades shall be included with the various bid items.

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

NO PERFORMANCE OR PAYMENT BOND IS REQUIRED FOR THIS PROJECT (CONSTRUCTION ESTIMATE LESS THAN \$300,000).

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

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

DEFINITION OF TERMS

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

1. “State” or “Department” shall be replaced by the words “Town of Weddington”
2. “Engineer” or “Resident Engineer” shall be replaced by the words “Town Engineer or his duly authorized representative”
3. “Sampling and Testing by Department” shall be replaced by the words “Sampling and Testing by Town or its approved testing agency”
4. “Inspection by Department” shall be replaced by the words “Inspection by the Town or its duly authorized representative”
5. “Town Standard” shall refer to the latest edition of “the Town of Weddington Land Development Standards”
6. “Water Main Standard” and “Sanitary Sewer Standard” shall refer to the latest edition of Union County Public Works standards.

DRAINAGE STRUCTURES

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

EROSION AND SEDIMENTATION CONTROL MEASURES

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

The Contractor shall indemnify and hold harmless the Town for any penalties imposed against the Town by any local or state agency for the Contractor’s failure to install and properly maintain erosion and sedimentation control devices. The Contractor shall immediately correct any deficiencies in erosion and sedimentation measures identified by the Town or local or state agency. If the Contractor fails to correct

the deficiencies within 24 hours after notification, the Town will have such corrections performed and assess the cost of these corrections plus a 100% surcharge against the Contractor.

The Contractor shall include the cost of installing and maintaining erosion and sedimentation control devices in the price bid for Grading unless otherwise specified.

If any borrow or waste areas are to be utilized, it shall be the responsibility of the Contractor to notify the property owner that the property owner is responsible for any damage occurring from the site, either as part of the agreement with the Contractor, or on his own. All work, sediment control structures, and seeding will be at the cost of the property owner or Contractor.

The Town will not participate in the cost of this work on the waste or borrow areas. Prior to final payment being made, the Contractor shall obtain a release from the property owner of the borrow or waste site utilized for the Project.

EXECUTION OF CONTRACT

As soon as possible following the bid-opening and receipt of the properly executed contract, the Town will complete the execution of the contract, retain the original contract, and return three copies of the fully executed contract, including plans and specifications, to the Contractor. Additional sets may be obtained at the cost of printing.

EXISTING UTILITIES

All adjustments or relocations will be made by the utility owner unless otherwise indicated in the Contract Documents.

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

Most major utilities with underground facilities in the State subscribe to this service. For calls originating within North Carolina, the NC ONECALL telephone number is 800-632-4949.

For calls originating outside of North Carolina, the number is 919-855-5760. The Contractor shall include the cost of any coordination and cooperation of utilities in his bid.

No additional compensation shall be allowed for delays or inconvenience sustained by the Contractor due to utility relocation or adjustments. No additional payment will be made for re-mobilization required by the utility's failure to relocate a utility at the request of the Contractor. The Contractor should refer to Section 108-10(B) paragraph of the NCDOT Standard Specifications.

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

EXTRA WORK (NCDOT Section 101-3, Definitions)

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

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

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

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

GUARANTEE

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

HAZARDOUS MATERIALS

If the Contractor encounters any materials considered or suspected of being hazardous, he shall immediately secure the area and contact the Town of Weddington Fire Department for further instructions.

INDEMNIFICATION

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

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

INSURANCE REQUIREMENTS

Contractor's Liability and Other Insurance: The Contractor shall purchase and maintain with a company acceptable to the Town and authorized to do business in the State of North Carolina, such insurance as will protect him from claims under workers' compensation laws, disability benefit laws or other similar employee benefit laws; from claims of damages because of bodily injury, occupational sickness or disease, or death of his employees; from claims for damages because of bodily injury and personal injury; and from claims for damage and destruction of tangible property, including loss of use resulting 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 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit – bodily injury and property damage combined.

Commercial General Liability: Bodily injury and property damage liability as shall protect the Contractor and any subcontractor performing work under this Contract from claims of bodily injury or property damage which arise from operations of this Contracts, whether such operations are performed by the Contractor, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined

single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this Contract and broad form property damage, explosion, collapse and underground property damage (XC&U). The coverage shall be on an occurrence basis.

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

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

At the time of execution of the Contract, the Contractor shall provide the Town with insurance certificates certifying that the foregoing insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be cancelled, allowed to expire, or be materially changed without giving the Town thirty (30) days advance written notice by registered mail.

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

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

MATERIALS AND EQUIPMENT STORAGE

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

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

NOTICE TO PROCEED

A Notice to Proceed will be issued to the Contractor upon receipt of a fully executed contract, bonds, insurance certificates, receipt of approval by other governmental agencies (if required) and any other documentation required by the Engineer.

OSHA REQUIREMENTS

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

PERIODIC PAYMENTS

The Town will make periodic payments based on the work progress estimates prepared by the Engineer and the payment request submitted by the Contractor on a monthly schedule established by the Engineer. Payment will be made within thirty (30) calendar days after receive of a correct payment request.

For contracts less than \$50,000, partial payments may be made twice each month if, in the judgment of the Engineer, the amount of work performed is sufficient to warrant such payment. No partial payment

will be made when the total value of the work performed since the last partial payment, excluding mobilization, is less than \$1,000.00.

Payment requests and tax statements shall be submitted on the forms provided by the Town (see Tax Statement Submittal section of this 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.

For contracts greater than \$100,000.00, an amount equal to five percent (5%) of the total amount due on payment requests will be deducted and retained until fifty percent (50%) of the work has been completed. At this time, the Engineer may reduce the amount of retainage if, in his opinion, work has been progressing satisfactorily. Any reduction of retainage below five percent (5%) will be strictly at the discretion of the Engineer, and will require consent of surety. The full contract retainage may be retained if the manner of completion of the work and its progress do not remain satisfactory to the Engineer, or for other good and sufficient reason.

PRE-CONSTRUCTION CONFERENCE

A pre-construction conference will be scheduled as soon as practical after the award of the Contract. The Contractor shall attend the conference along with the prospective job superintendent, any anticipated major subcontractors and major material suppliers. A proposed progress schedule in a form satisfactory to the Engineer and a statement of the anticipated monthly progress payments showing the percent of progress each month shall be submitted.

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

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

PROJECT CLOSEOUT DOCUMENTS

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

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

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

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.

SAWING EXISTING PAVEMENT

Where asphalt or concrete (curb, sidewalk, roadway, driveways, parking lots, etc.) is to be removed, the Contractor shall provide a neat edge along the pavement being retained by sawing the pavement a minimum of 2" deep and 1' wide before breaking and removing adjacent pavement.

When the Contractor proposes to saw pavement more than one foot from the proposed pavement (curb, sidewalk, structure, etc.), the Contractor shall obtain approval from the Engineer prior to saw cutting and removing pavement.

The cost of sawing asphalt or concrete shall be considered incidental to the removal operation and shall be included in the unit price bid for Grading.

SIDEWALK AND CURB CLEAN UP

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

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

STANDARD SPECIFICATIONS

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

SUBLETTING

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

SUBSURFACE INVESTIGATION

The Contractor shall make his own subsurface investigations. Geotechnical findings obtained by the Town as a result of its own subsurface investigations are included in Appendix A of this Project Manual. This information is provided for informational purposes only and shall not relieve the Contractor from making his own investigations. The Contractor shall obtain all necessary permits prior to making any pavement cuts on existing streets.

TAX STATEMENT SUBMITTAL

All tax statement bodies and all signatures must be original. Photocopies of blank forms may be used, provided the document containing the information is original.

All tax statements must be signed by the Contractor/subcontractor's company officer submitting the statement and certified by a Notary Public. All tax statements must list in detail taxes paid by individual invoice. No lump sum, running total, or copies of previously reported statements will be accepted. Tax statements shall show North Carolina tax and Gaston County tax paid.

A tax statement showing detailed amounts with "amounts previously reported" noted on the face will be accepted if they are original. This is the equivalent of a statement indicating "no taxes paid this period." All subcontractors for whom tax statements are included must be certified as such on the face of the Contractor's tax statement.

Tax statements (the State/County Sales/Use Tax Statement form) must always accompany a payment request for the related project. All final construction payment requests must have a final tax statement regardless of whether any taxes have been paid during the period in question. If no taxes have been paid, the detail page should simply state "0", "None", or "No taxes paid this period."

TAXES AND LICENSES

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

TERMINATION BY THE TOWN FOR CAUSE

1. The Town may terminate the Contract if the Contractor:
 - Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
 - Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
 - Otherwise is guilty of substantial breach of a provision of the Contract Documents.
2. When any of the above reasons exist, the Town, upon certification by the Engineer that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Town and after giving the Contractor and the Contractor's surety, if any, seven days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
 - Take possession of the site and all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor;
 - Accept assignment of subcontracts; and
 - Finish the work by whatever reasonable method the Town may deem expedient. Upon request of the Contractor, the Town shall furnish the Contractor a detailed accounting of the costs incurred by the Owner in finishing the work.
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 Town Engineer 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:
 - Cease operations as directed by the Town in the notice;
 - Take actions necessary, or that the Town may direct, for the protection and preservation of the work; and

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

2. The Town Engineer shall have authority to terminate the Contract without additional authorization by Town Council.
3. In case of such termination for the Town's convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit for the completed work.

TREE PROTECTION

All tree root systems shall be protected during all phases of construction. There will be no separate measurement or payment for this work.

PROJECT SPECIAL PROVISIONS

CONTRACT PERIOD

The Contract period will begin upon the issuance of the Notice to Proceed, and will extend 45 calendar days thereafter.

LIQUIDATED DAMAGES

Liquidated Damages will be assessed at the rate of **\$1,000** per calendar day for failure to complete the Project within the Contract Period.

LOCATION OF THE PROJECT

See the "Location Map" on the cover sheet of the Construction Plans.

CONTRACT ADDITIONS

The Town reserves the right to add additional projects to be performed under this Contract up to 50% of the contract amount with or without consent of the Contractor, thereby increasing the estimated quantities of work shown in the Proposal. Additions beyond 50% of the contract amount shall be approved by both the Town and the Contractor. Payment for said additional work will be based on unit prices submitted in the Proposal. The maximum total increase in cost of the additional work will not exceed 100% of the cost of the original bid amount as based on the estimated quantities in the Proposal. Any and all additions to this Contract will be subject to all of the terms and conditions of this bid.

ANTICIPATED WORK SCHEDULE

The Contractor will be required to provide a schedule for the work to be performed.

ASPHALT CEMENT FOR PLANT MIX

There will be no separate measurement or payment for asphalt cement. All costs in connection therewith shall be included in the asphalt item in which asphalt cement is used.

MILLING ASPHALT PAVEMENT

All milling required as shown in the plans or other tie-ins to existing pavement will be paid at the contract unit price per square yard (SY) for Incidental Milling. Tie-ins to existing pavement shall be smooth and on a uniform slope with no abrupt change in elevation.

ADJUSTMENT OF VALVE BOXES AND MANHOLES

The Contractor's attention is directed to Article 858-3 of the NCDOT Standard Specifications. Cast iron or steel fittings will not be permitted for the adjustment of manholes and valve boxes on this project.

Payment for manhole and valve box adjustments will be made at the contract unit price per each (EA) for "Adjustment of Manhole" or "Adjustment of Valve Box" respectively.

Traffic shall be diverted around raised structures until completion of the work. Traffic control shall be as described elsewhere in these Special Provisions. The outside edge of raised structures shall be painted with orange paint to warn oncoming traffic.

Concrete placed around raised structures shall be high-early strength concrete. After adjusting structures to final grade, any material required to be excavated adjacent to the structure shall be replaced with concrete.

Structures exposed more than 2" by raising or milling operations shall have a temporary asphalt ramp placed around the structure (maximum slope 1/2"/ft). The temporary asphalt shall be removed just prior to final paving. Payment for temporary asphalt ramps shall be included in the unit price for adjusting the structure as described in Section 858.

CONCRETE DRIVEWAYS

Concrete for New Driveway: Workmanship and materials for driveway construction shall be in accordance with the plans and Section 848 of the Standard Specifications.

Concrete Finishing and Curing: This assumes that the concrete has been mixed at the plant as per the manufacturer's recommendation for the use and strength required per plans. For placement of concrete in sub-freezing temperatures, Sika Rapid-1 may be used to speed finishing and curing times as per ACI 306, Standard Specifications for Cold Weather Concreting. Proper maintenance of curing temperature will be the responsibility of the contractor with the approval of the field engineer. Insulation blankets will be required in most cases. Test cylinders, if required, must be stored under the insulation blankets.

PAVEMENT RESURFACING

Pavement resurfacing will not be allowed between the hours of 8:00 p.m. and 8:00 a.m. nor at any time on weekends or holidays. All lanes shall be fully opened by 8:00 p.m. each day following paving resurfacing operations.

Temporary pavement markings shall be in place prior to lane openings. Temporary pavement markings for resurfacing activities shall be considered incidental to the paving operations with no separate payment.

TRAFFIC CONTROL

1.0 Beginning Work and Street Closings:

The Contractor is responsible for notifying the NCDOT of any work where the number of travel lanes is reduced from normal conditions.

The Contractor shall install the project advanced warning signs. These signs shall be in place for one week before construction activity begins. The Contractor shall begin construction activity on a street the scheduled date of the closing of the travel lane.

During daily construction work hours the Contractor will maintain at least one lane of traffic. During periods of construction inactivity all lanes of traffic will be open unless otherwise shown on the plans or noted in the specifications.

2.0 Traffic Control Plan:

Traffic Control will be performed by the Contractor based upon the Traffic Control Special Provisions.

All traffic control devices and procedures shall conform to the requirements of the current edition City of Charlotte W.A.T.C.H. Manual or the Manual on Uniform Traffic Control Devices (MUTCD), the current edition of the North Carolina Department of Transportation (NCDOT) Supplement to the MUTCD for Streets and Highways, the NCDOT Roadway Standard Drawings and the current edition of the NCDOT Standard Specifications for Roads and Structures.

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

3.0 Maintenance of Traffic:

The Contractor shall maintain all travel lanes in accordance with the Traffic Control Plan sheets.

EIGHTH AVENUE: Construction or maintenance work which involves closure of a lane of traffic will not be allowed during the peak flow hours of 7 am to 9 am and 3 pm to 5 pm unless otherwise specified in the contract documents or specifically approved otherwise.

The Contractor shall use flagger control in accordance with the WATCH OR MUTCD.

In areas of drop-offs and low shoulders the Contractor shall backfill up to the edge and elevation of the existing pavement.

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

The Contractor shall mark all hazards within the project limits with well-maintained signs, barricades, warning and/or channelizing devices. Type III barricade shall be used and maintained during non-working hours across Ninth Street Entrance and across Eighth Avenue once construction entrance is installed throughout project duration to prevent unwarranted vehicles from entering construction site.

4.0 Traffic Control Devices:

The Contractor shall furnish, install, operate, relocate, maintain and remove all temporary traffic control devices necessary for controlling traffic. The Contractor shall notify the Town's inspector regarding conflicting permanent signs. All construction signs and barricades shall remain in place until the appropriate permanent signs and pavement markings are installed.

5.0 Pedestrian Considerations:

The Contractor shall accommodate the needs of all pedestrians.

6.0 Equipment and Material Storage:

During periods of construction inactivity, all construction materials and equipment shall be stored by the Contractor in a safe manner.

7.0 Traffic Signals:

The Contractor shall not disturb any traffic signal equipment unless otherwise noted on the traffic control plans or directed to do so by the Engineer.

8.0 Excavations and Trenches:

Excavations and trenches which cannot be properly backfilled and patched prior to the end of the work day shall be secured.

9.0 Measurement:

There will be no separate measurement made for Traffic Control.

10.0 Payment:

There will be no separate payment for traffic control. Costs for traffic control shall be included with grading and/or the various pay items when removing or placement of materials in the street.

SPECIAL PROVISION PAY ITEMS

SP-1, GRADING

1.0 Description:

The work covered by this section consists of all elements of work covered by Section 200, "Clearing and Grubbing"; Section 225, "Roadway Excavation"; Section 235, "Embankments"; Section 240, "Ditch Excavation"; Section 250, "Removal of Existing Pavement"; Section 260, "Proof Rolling"; Section 340, "Pipe Removal"; Section 500, "Fine Grading Subgrade, Shoulders, and Ditches"; Section 560, "Shoulder Construction"; and all the work associated with grading including items listed below, except that the provisions of the above referenced sections pertaining to method of measurement, basis of payment, or compensation will not apply. Improvements shown on the plans with no corresponding bid items shall be completed under this item.

a. Tree Protection / Additional Tree Protection, any tree protection (or additional tree protection) shown on the plans or additional tree protection anticipated by the Contractor (other than that shown on the plans) shall be included in this item. This includes tree protection around the work area as defined by the disturbed area limits.

b. Saw Cutting (including curb cuts or pipe borings in lieu of curb cuts for drainage as shown in the plans), the Contractor shall make a determination of the saw cutting needed to build the project and that work shall be included in this item.

c. Contractor shall provide construction stakes, lines and grades necessary to construct the proposed project.

d. Demolition, removal, and disposal of any items as identified on the Demolition Plan or any part of the plans required to build the project. These items include but not limited to demolition, removal, and appropriate disposal of existing street pavements, parking lot pavements, pads, slabs, walks (miscellaneous asphalt, concrete), curb & gutter, sidewalk, trees and shrubs in accordance to local, state, or federal regulations.

e. Adjustment of existing frames and grates to grade as noted on the Plans.

f. Erosion Control as described in the plans but is not limited to furnishing, installing, and maintaining, silt fence, wattles, pipe and drainage structure inlet protection, temporary rock construction entrances, screenings under excavated material if to be placed on existing pavement, and all other erosion control measures required by the plans, current ordinances, project permitting, and the Contractor's means and methods.

g. Seeding and Mulching, the Contractor shall be responsible for all Seeding and Mulching required to complete this project in accordance with the plans and specifications. Seeded areas must exhibit a full stand of grass at the end of the warranty period. The work will be in accordance to plans and NCDOT Standard Specification 1660 which includes but not limited to 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.

h. Mail Boxes and Site Amenities: remove, protect, and reset mail boxes and site amenities.

i. Miscellaneous Concrete: Material and labor necessary to prepare surface and place concrete to fill gap between the back of curb and back of curb at the median between the driveway aprons, including any excavation, subgrade preparation not covered by grading, formwork, expansion joints, and placing concrete as described in the plans. Concrete materials shall conform to the same requirements for Concrete Driveways as described in the plans and these special provisions.

j. Traffic Control: The Contractor shall provide traffic control necessary to complete the work in accordance with the project specifications.

2.0 Construction Methods:

Construction Methods will be per section 226 "COMPREHENSIVE GRADING" subarticle 226-2 "CONSTRUCTION METHODS" of the standard specifications.

3.0 Measurement and Payment:

Measurement will be per section 226 "COMPREHENSIVE GRADING" subarticle 226-3 "METHOD OF MEASUREMENT AND PAYMENT" of the standard specifications.

There will be no separate measurement or payment for those items listed in this specification, SP-1 "GRADING".

Payment will be made under:

GRADING.....LS

SP-2, ASPHALT COURSES

1.0 Description:

Perform asphalt surface and base course installation in accordance with Section 610 of the Standard Specifications.

2.0 Materials:

Asphalt for surface course shall be S9.5B in accordance with Section 610 of the Standard Specifications. Asphalt for intermediate course shall be I19.0C and base course shall be B25.0C in accordance with Section 610.

3.0 Measurement:

Asphalt course will be measured per square yard of surface course, intermediate course, or base course that has been completed and accepted. Thickness specified is to be measured after installation and completion of compaction.

4.0 Payment:

Payment for asphalt course shall be inclusive of all work items described in Section 610. Payment will be made under:

1.5" ASPHALT SURFACE COURSE TYPE S9.5B.....SY
5.5" ASPHALT INTERMEDIATE COURSE TYPE I19.0CSY

SP-3, CHAIN GATE

1.0 Description:

Chain Gate shall be "Driveway Locker" chain gate or an approved equal. Two steel posts shall be installed for each driveway shown on the plans. Post and cap to be powder-coated gloss black galvanized Steel. Gate shall have attached connection to extend a chain from post to post to secure the Plaza from vehicles when not in use. Lock and key shall be provided for each gate.

2.0 Materials:

REFERENCE STANDARDS

- A. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2008.
- B. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc Coated, Welded and Seamless; 2007.

SUBMITTALS

- A. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Certificate of Material Origin.
 - 2. Preparation instructions and recommendations.
 - 3. Storage and handling requirements and recommendations.
 - 4. Installation instructions.
- B. Selection Samples: For each finish product specified, color chips representing manufacturer's sample of the specified color.

DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Handle products with sufficient care to prevent scratches and other damage to the finish

3.0 Installation:

Install in accordance with manufacturer's instructions for cast-in-place installation. Install products as detailed and per manufacturer's recommendations. Set level, plumb, square, and correctly located as indicated on the drawings. Secure as specified or as recommended by manufacturer. Obtain Engineer's approval of method prior to installation.

Set bollards as shown on manufacture's details. Ensure bollards are plumb. Touch up paint on bollard as required to ensure seamless finish. Clean installed work to like-new condition. Do not use cleaning materials or methods that could damage finish.

4.0 Measurement and Payment:

Chain Gate will be measured per each pair of posts with chain and lock that are installed. Payment will be made under:

CHAIN GATEEA

SP-4, 4" SANITARY SEWER LATERAL REPLACEMENT (DIP)

1.0 Description:

Remove and replace existing sanitary sewer lateral with DIP at storm drainage crossing, as shown on the plans and in accordance with standard Specifications section 1520.

2.0 Materials:

Sanitary sewer lateral shall be ductile iron pipe, in accordance with Standard Specification section 1034.

3.0 Measurement:

Sanitary sewer pipe will be measured per linear foot of pipe completed and accepted.

4.0 Payment:

Payment for sanitary sewer replacement shall be inclusive of all work items described in Section 1520. Payment will be made under:

4" SANITARY SEWER LATERAL, DIPLF

SP-5, 4" SANITARY SEWER LATERAL RELOCATION

1.0 Description:

If sanitary sewer lateral is found to be in direct conflict at the storm drainage crossing, relocate lateral as required to cross the proposed storm drain with minimum clearance of six (6)". Installation shall be in accordance with Standard Specifications Section 1520. This work shall be only be completed if directed by the Engineer.

2.0 Materials:

Sanitary sewer lateral shall be ductile iron pipe, in accordance with Standard Specification section 1034.

3.0 Measurement:

Sanitary sewer pipe will be measured per linear foot of pipe completed and accepted.

4.0 Payment:

Payment for sanitary sewer replacement shall be inclusive of all work items described in Section 1520. Payment will be made under:

4" SANITARY SEWER LATERAL RELOCATIONLF

ITEMIZED PROPOSAL SECTION

Town of Weddington
1924 Weddington Rd
Weddington, NC 28104

PROJECT NAME: 2021 Plaza Improvements

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

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

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

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

ACKNOWLEDGMENT OF ADDENDA

The Bidder hereby acknowledges receipt of any addenda

NUMBER: _____ DATE: _____ INITIAL: _____

NUMBER: _____ DATE: _____ INITIAL: _____

PROJECT: Town of Weddington 2021 Plaza Improvements

(Section Code Numbers refer to appropriate section of the 2018 Standard Specifications of the North Carolina Department of Transportation. SP refers to the appropriate Special Provision of these specifications.)

Item	Sect.		Quantity		Unit Price Bid	Amount Bid
No.	No.	Item Description	and Unit		Dollars	Dollars
1	800	Mobilization	1	LS		
2	SP-1	Grading	1	LS		
3	SP-2	1.5" Asphalt Surface Course S9.5B	100	SY		
4	SP-2	5.5 " Full Depth Asphalt I 19.0C	20	SY		
5	310	Milling Asphalt Pavement, 1.5" Depth	100	SY		
6	846	2'-6" Concrete curb and gutter	225	LF		
7	848	6" Concrete driveway aprons	20	SY		
8	520	8" ABC Stone	250	TN		
9	840	Masonry Drainage structure	3	EA		
10	840	Frame w/ Grate and Hood, Std. 840.03 Type G	2	EA		
11	840	Frame w/ Grate, Std. 840.16	1	EA		
12	SP-3	Chain Gate	2	EA		
13	840	15" RCP	170	LF		
14A	SP-4	4" Sanitary Sewer Lateral (Ductilie Iron Pipe)	20	LF		
14B	SP-5	4" Sanitary Sewer Lateral Relocation	50	LF		
					Subtotal	
					10% Contingency	
					Total Amount Bid	

EXECUTION OF BID

A CONTRACT FOR THE CONSTRUCTION OF:

PROJECT NAME: TOWN OF WEDDINGTON 2021 PLAZA IMPROVEMENTS

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

- (1) It is the intent of the Bidder to enter into this Contract to furnish materials, labor, and equipment required to perform all work specified in accordance with the instructions, terms, conditions, provisions, specifications, plans and all other Contract Documents incorporated into this Invitation to Bid;
- (2) He/she is fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;
- (3) Neither he/she, nor any official, agent or employee of the Bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is a restraint of free competitive bidding in connection with is Bid;
- (4) He/she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, or veteran's status.

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

	BIDDER #1	BIDDER #2 <i>(If a Joint Venture or Partnership)</i>
Name	_____	_____
Address	_____	_____
	_____	_____
Phone	_____	_____
Fax	_____	_____
Printed Name	_____	_____
SIGNATURE	_____	_____
Title	_____	_____
NC General Contractor's License Number	_____	_____
Classification	_____	_____
Limits	_____	_____

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

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

Signature

Signature

My commission expires _____

My commission expires _____

BONDS AND CERTIFIED POWER OF ATTORNEY

(Attach Bond and Power of Attorney to this sheet)

FORMS

CONTRACTOR'S AFFIDAVIT RELEASE AND WAIVER OF CLAIM

STATE OF _____ COUNTY OF _____

_____, of
(Name) (Title)

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

that:

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

This Affidavit, Release and Waiver of Claim is made concerning the construction of the following;

Project: _____ Project No.: _____

All payrolls, material bills, sales tax, social security tax, state and federal unemployment insurance, and all other liabilities and taxes owed by the Contractor and arising in any manner from the above-described project have been paid in full;

No claim or lien exists in favor of any supplier of materials or labor or in favor of any subcontractor furnishing materials or labor on the above-described project;

Notwithstanding the foregoing, if the Town of Weddington, or property of the Town of Weddington, is subject to any claim or lien that arises in any manner from the failure of the Contractor to pay any liability described above, the Contractor will indemnify and hold the Town of Weddington harmless for any amount that the Town of Weddington is required to pay to discharge such lien or settle such claim and, further, will pay the Town of Weddington's expenses, costs, and attorney fees incurred in connection therewith;

All claims, suits, and proceedings of every name, description, or nature arising out of the above project against the Town of Weddington, its officers, employees, and agents have been settled;

The Contractor releases and waives any and all claims of every type and description that the Contractor may have against the Town of Weddington arising in any manner from the construction of the above-described project.

By: _____ Date: _____

Title: _____

Sworn to and subscribed before me this _____ day of

_____, 20_____

Notary Public

My commission expires _____

CONTRACTORS' AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

To: (Owner)

Contract For:

Project Name and Address:

Contract Date:

State of North Carolina
County of

The undersigned hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, for all sub-contractors services and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner of his property might in any way be held responsible.

Exceptions:

Contractor:

Address:

By:

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

Notary Public:

My Commission Expires:

STATE/COUNTY SALES/USE TAX STATEMENT

PROJECT: _____

CONTRACTOR/SUBCONTRACTOR: _____

PERIOD COVERED: _____

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

I certify that the above-listed vendors were paid sales tax upon purchases of building material during the period covered by the construction estimate, and the property upon which such taxes were paid were, or will be, used in the performance of this Contract. The list above does not include any taxes paid on purchases of tangible personal property that does not annex to, affix to, or in some manner become a part of the project, building, structure or repairs.

Signed: _____

Title: _____

AGREEMENT

AGREEMENT

THIS CONTRACT, in four (4) copies, made and entered into this ____ day of _____, 20____, by and between the Town of Weddington hereinafter designated as the Owner and _____, hereinafter designated as the Contractor.

WITNESSETH: That the parties hereto, each in consideration of the Agreements on the part of the other herein contained, have mutually agreed and hereby mutually agree, the Owner for itself and its successors and the Contractor for itself, himself, or themselves and its successors, his or their executors, administrators and assigns as follows:

Article 1. DESCRIPTION. Under this Agreement and Contract the Contractor shall construct Town of Weddington 2021 Plaza Improvements.

Article 2. In consideration of the payments to be made as hereinafter provided, and the performance of the Owner of all of the matters and things to be performed by the Owner and herein provided; the Contractor agrees, at his own sole cost and expense, to perform all the labor and services and to furnish all the labor and materials, plant and equipment necessary to complete, and to complete in good, substantial, workmanlike and approved manner, the work described under Article 1 hereof, within the time specified and in accordance with the terms, conditions and provisions of this Contract and with the instructions, orders and directions of the engineer made in accordance with this Contract.

Article 3. The Owner agrees to pay and the Contractor agrees to accept as full compensation for all work done, and materials furnished, and for materials, equipment and supplies sold, and also for all costs and expenses incurred, and loss or damages sustained by reason of the action of the elements, or growing out of the nature of the work, and for all risk of unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by, or in consequence of, the suspension or discontinuance of the work as herein specified, and for faithfully completing the work and the whole thereof as herein provided, and for maintaining the work in good condition until the final payment is made, the prices stipulated in the Bid hereto attached.

Article 4. The following documents shall constitute integral parts of the agreement, the whole to be collectively known and referred to as the Contract Documents or Contract Advertisement: Invitation to Bid, Itemized Proposal, Agreement, Standard Special Provisions, Project Special Provisions, Contract Drawings, Addenda, and all interpretations of addenda to the Contract Documents issued by the Owner or the Engineer with the approval of the Owner.

The Table of Contents, Headings and Titles contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

Article 5. If the Contractor shall fail to comply with any of the terms, conditions, provisions or stipulations of this Contract, according to the true intent and meaning thereof, then the Owner may make use of any or all remedies provided in that behalf in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands and seals and have executed this Agreement, in four copies the day and year first above written.

CONTRACTOR:

By: _____

Name: _____

Title: _____

(Seal)

ATTEST:

Name: _____

Title: _____

OWNER:

Town of Weddington _____

By: _____

Name: _____

Title: _____

(Seal)

ATTEST:

Name: _____

Title: Town Clerk _____

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

Finance Director

Town of Weddington, North Carolina

**AGREEMENT
(CERTIFICATE OF OWNER'S ATTORNEY)**

The undersigned as the duly authorized attorney for the Owner, does hereby certify that:

I have examined the Contract, the surety bond(s) and the policies or other evidence of insurance coverage, and in the manner of execution thereof. In my opinion said surety bonds and insurance coverage are in compliance with the Contract and are adequate in form, substance and amount to protect the various interests of the Owner in connection with the Contract. I am of further opinion that the Contract, the said surety bond(s) and policies or other evidence of insurance coverage have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that each of the aforementioned agreements constitutes valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof.

Date

Owner's Attorney

AGREEMENT
(Attach Insurance Certificates Here)

AGREEMENT
(Attach Performance Bond Here)

N/A

AGREEMENT
(Attach Labor and Material Bond Here)

N/A