



## MEMORANDUM

TO: Prospective Bidders

FROM: Mike Apke, PE, Public Services and Engineering Director

SUBJECT: Request for Proposals  
**"FY25 Annual Street Resurfacing & Improvements"**

DATE: September 22, 2024

Attached are the Specifications, Proposal, and Contract Documents for the above referenced project.

Please note that sealed proposals must be returned to the Village prior to 2:00 pm on **October 15, 2024**. Additional information concerning bid preparation, bid submittal, a listing of street segments for which work is proposed, and other information to assist you in preparing your bid is contained in the "Specifications & Contract Documents."

Thank you for your consideration in this matter. If you have any questions, please direct them to me at (910) 295-5021 in accordance with the information contained in the "Instructions to Bidders."

Attachments



SPECIFICATIONS, PROPOSAL, AND  
CONTRACT DOCUMENTS

FOR

**FY25 Annual Street Resurfacing  
& Improvement Project**

**September 2024**

**Village of Pinehurst  
Moore County, North Carolina**

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**LEGAL NOTICE  
ADVERTISEMENT FOR BIDS  
FY25 ANNUAL STREET RESURFACING AND IMPROVEMENTS PROJECT  
VILLAGE OF PINEHURST**

**NOTICE IS HEREBY GIVEN** that the Village of Pinehurst is seeking sealed bids from qualified contractors for the **FY25 Annual Street Resurfacing and Improvements** project, which includes the resurfacing of approximately **4.5 miles** of asphalt roadways in various locations throughout the Village. Separate sealed bids for the project will be received at Village Hall, located at 395 Magnolia Road, Pinehurst, NC 28374 on **October 15, 2024** at **2:00 p.m.** local time, and then be publicly opened and read aloud.

Copies of the Specifications, Proposal, and Contract Documents are available from the Pinehurst Public Services Department by calling (910) 295-5021, Monday-Friday between 7:30 A.M. and 3:30 P.M. or by visiting [www.vopnc.org](http://www.vopnc.org) and searching under "Bid Opportunities." Public inspection of these documents is also available at the Pinehurst Public Services Department, 700 McCaskill Road, Pinehurst, NC on Monday-Friday between 8:00 A.M. and 3:00 P.M.

Contractors offering a proposal must be licensed in accordance with North Carolina General Statutes for the type of work proposed. The Village reserves the right to waive informalities and to reject any or all bids for any reason.

## Instructions to Bidders

- 1. Receipt and Opening of Bids:** The Village of Pinehurst (Village) will receive bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Village at the Village Hall, 395 Magnolia Road, until October 15, 2024 at 2:00 pm Local Prevailing Time and then publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to "Village of Pinehurst Attn: Mike Apke, PE, 395 Magnolia Road, Pinehurst, NC 28374" and designated as "FY25 Annual Street Resurfacing & Improvements Project" The Contractor's name, address, and current N.C. contracting license number shall be clearly shown on the outside of the envelope.
- 2. The Village** may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and/or all bids. Any bid may be withdrawn prior to the above scheduled time for opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.
- 3. Preparation of Bid**
  - a. Each bid must be submitted on the prescribed form (-s). All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures as appropriate.
  - b. Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.
- 4. Telegraphic Modification:** Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Village prior to the closing time, and, provided further, the Village is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or items will not be known by the Village until the sealed bid is opened. If written confirmation is not received within two (2) days from the closing time, no consideration will be given to the telegraphic modification.
- 5. Method of Bidding:** the Village will receive the following bid: "Annual Street Resurfacing and Improvements" (Unit Price) on the bid forms contained in the Contract Documents.
- 6. Method of Award:** the Village intends to award the project to the lowest, responsible bidder as determined by the Village. The Level of Performance exhibited by the contractor on past

contracts with the Village and other agencies may be used as a factor in determining the award. The Village reserves the right to award the contract to the bidder determined to be in the best interest of the Village, and may be made based solely on the base bid or the base bid with any combination of any alternate bids.

7. **Qualification of Bidder:** The Village may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish the Village all such information and data for this purpose as the Village may request. The Village reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Village that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. All bidders shall be licensed in accordance with the North Carolina General Statutes for the type of work proposed.
8. **Bid Security:** Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Village, in the amount of 5% of the bid. Such cash, checks, or bid bonds will be returned promptly after the Village and the accepted bidder have executed the contract, or, if no award has been made within sixty (60) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has been notified of the acceptance of his bid.
9. **Liquidated Damages for Failure to Enter into Contract:** The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the Village, as liquidated damages for such failure or refusal, the security deposited with his bid.
10. **Time of Completion and Liquidated Damages:** Bidder must agree to commence work on a date to be specified in a written "Notice to Proceed" from the Village and to fully complete the project within in accordance with the schedule noted below. Bidder must agree also to pay as general damages to the Village the sum of \$500.00 or each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

**The Village intends to implement the following schedule for the project:**

- **Village Council approve lowest bidder and contract: October 22<sup>nd</sup>, 2024**
- **Notice To Proceed: on or before January 6<sup>th</sup>, 2025**
- **Substantial Completion: May 16<sup>th</sup>, 2025**

11. **Conditions of Work:** Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract.

- 12. Addenda and Interpretation:** No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be either emailed to mapke@vopnc.org or addressed to: Village of Pinehurst, Atten: Mike Apke, PE, Public Services and Engineering Director, 395 Magnolia Road, Pinehurst, North Carolina, 28374 and must be received at least five (5) days prior to the date fixed for the opening of bids to receive consideration. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed and/or emailed to all prospective bidders (at the respective addresses furnished for such purpose), not later than two (2) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under this bid as submitted. All addenda so issued shall become part of the contract documents.
- 13. Security for Faithful Performance:** Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions, included herein. Such bonds shall be in an amount not less than one hundred (100%) percent of the contract price. The surety on such bond or bonds shall be duly authorized surety company satisfactory to the Village. The Village reserves the right to require that the bonds be redeemable by an agent located within a 100 mile radius from the Village. The Surety shall be licensed to do business in the State of North Carolina.
- 14. Power of Attorney:** Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
- 15. Laws and Regulations:** The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written out in full.
- 16. Obligation of Bidder:** At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid. All bidders shall be licensed in accordance with North Carolina General Statutes for all work covered by this contract.

\*\*\*\* END OF INSTRUCTIONS TO BIDDERS \*\*\*\*

## SECTION 1.00

### **BID FORMS**

This section contains the following information:

- Proposal Form
- Itemized Proposal Form
- Listing of Streets to be Resurfaced and Maps
- Bid Bond Form
- Power of Attorney



PROPOSAL

FOR

**FY25 Annual Street Resurfacing & Improvement Project**

**Village of Pinehurst**

In compliance with your Advertisement for Bids dated September 25, 2024, and subject to all the conditions thereof, the undersigned \_\_\_\_\_, a corporation existing under the laws of \_\_\_\_\_, a partnership consisting of \_\_\_\_\_ or an individual trading as \_\_\_\_\_ of the Village/Town/City of \_\_\_\_\_, State of \_\_\_\_\_, hereby proposes to furnish and do everything required by the Contracts to which this refers for the construction of all structures listed at the unit prices shown for each bid item on the following bid schedule.

The undersigned bidder does hereby declare and stipulate that this Proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same work and that it is made in pursuance of and subject to all the terms and conditions of the Advertisement for Bids, the General Conditions, the Construction Contracts, the Detailed Specifications, and the Drawings pertaining to the work to be done, all of which have been examined by the undersigned.

Accompanying this Proposal is a certified check or standard bid bond in the sum of 5% of Bid, (\$ \_\_\_\_\_) in accordance with the Instructions to Bidders.

The undersigned bidder agrees to execute and deliver the Contracts on the forms hereto attached and for the price named in this Proposal, with fifteen (15) days from the date when a written notice is mailed to said bidder at the address herein given, stating that the Contracts have been awarded him and are ready for his signature.

The bidder also agrees that at the time of signing the Contracts, he will furnish and deliver two bonds, a Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract price, with a corporate surety approved by the Village of Pinehurst.

All the various phases of work enumerated in the Detailed Specifications with all their individual jobs and overhead, whether specifically mentioned or included by implication or appurtenant thereto, are to be performed by the Contractor under one of the items listed in the Bid Schedule, irrespective of whether it is named in said list. Payment for work performed will be in accordance with the list subject to change as provided in the Construction Contract.

FY25 Annual Street Resurfacing & Improvement Project

The Village of Pinehurst has determined that the work shall be completed by May 16, 2025, with the beginning date being as cited in the Notice to Proceed. Anticipated Notice to Proceed date is January 6, 2025. Construction will be allowed within the DOT seasonal restriction period of December 15<sup>th</sup> to March 15<sup>th</sup>, provided that weather conditions are determined to be acceptable by the Village. It is mutually agreed between the successful contractor and the Owners that \$500.00 for each calendar day, shall be and is the amount of liquidated damages to the Owner for failure to complete the work herein specified, and the Owners shall retain the stated amount, \$500.00 for each calendar day thereafter from the compensation otherwise to be paid to the Contractor.

The Owner reserves the right to hold all Proposals for a period of Sixty (60) calendar days prior to acceptance, and during said period, the Proposal submitted herein shall be a valid offer of the bidder.

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_

\_\_\_\_\_  
Address

**ITEMIZED PROPOSAL FORM**  
 Village of Pinehurst  
 FY25 Annual Street Resurfacing & Improvement Project

Item	Description/Unit	Unit	Estimated Qty	Unit Price (\$)	Ext Total (\$)
1	Remove Existing Asphalt by Milling, 1.5" Depth**	SY	60,000		
2	Class 'A' Full Depth Patching (3" depth NCDOT Type I-19B), done by a milling machine, placed down with a paving machine)	SY	10,000		
3	Asphalt Surface S9.5B, 1.5" Overlay*	SY	60,000		

\*Driveway stone for ramp section (as needed) to be included in bid price, per Special Provisions section 3.30

\*\* Milling is anticipated to be performed on all streets unless otherwise approved by the Village of Pinehurst

**Total Base Bid** \$ \_\_\_\_\_

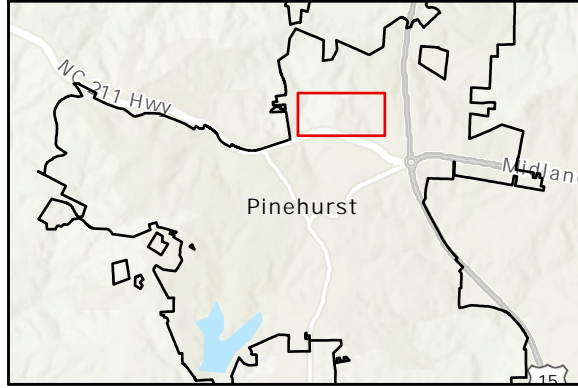
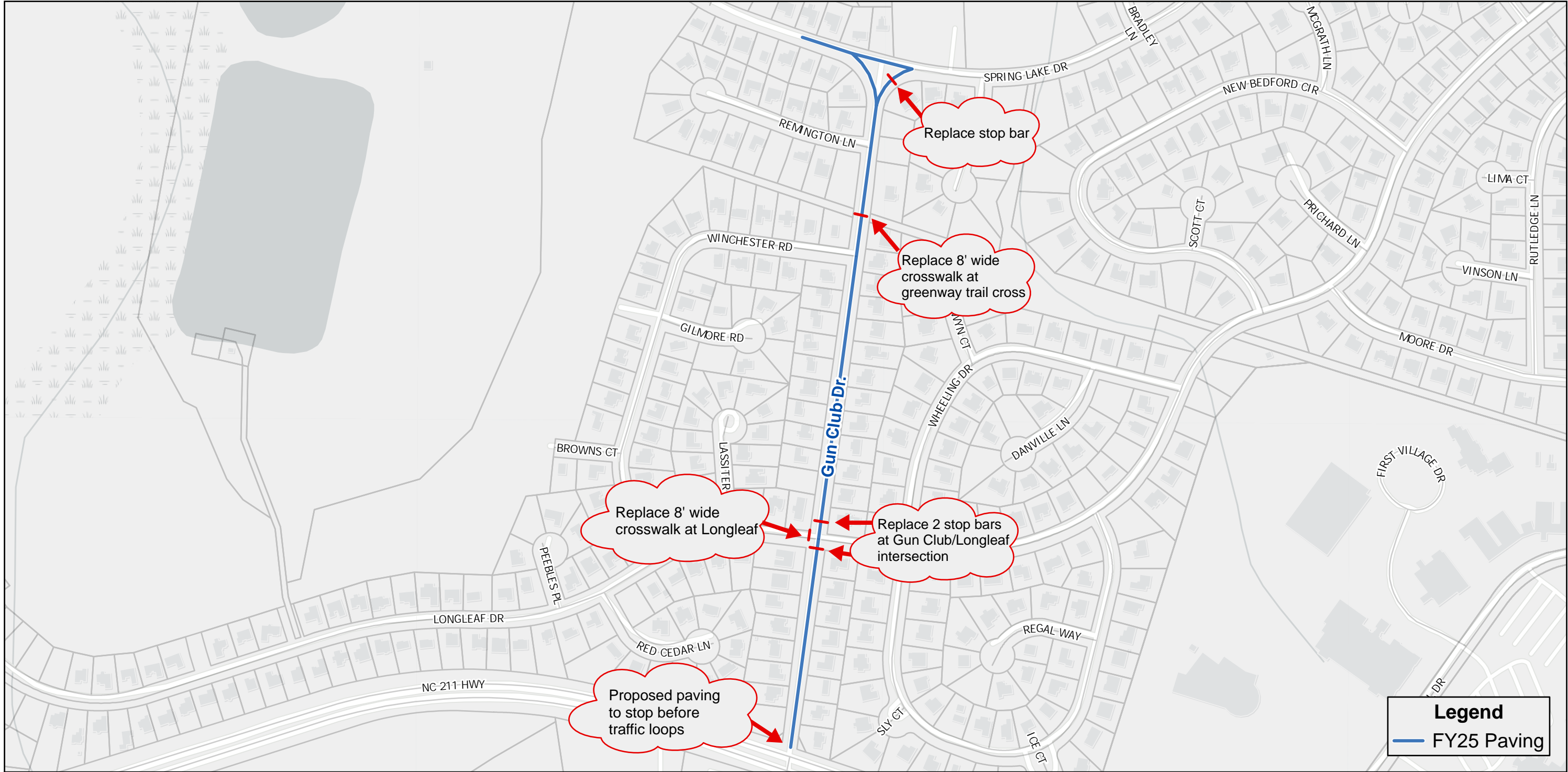
Alt - 1.1	Pavement Markings, 4-inch White and Yellow ReflectORIZED Thermoplastic Striping	LF	75,000		
Alt - 1.2	Pavement Markings, 24-inch White ReflectORIZED Thermoplastic Stop Bars	EA	11		
Alt - 1.3	Pavement Markings, 10-foot White ReflectORIZED Thermoplastic Crosswalk	EA	3		
Alt - 1.4	Pavement Markings, 8-foot White ReflectORIZED Thermoplastic Crosswalk	EA	3		
Alt - 1.5	Pavement Markings, ReflectORIZED Thermoplastic Crossing Markings	EA	3		
Alt - 1.6	Pavement Markings, ReflectORIZED Thermoplastic Yield Lines	EA	1		

**Total Alt #1 Bid** \$ \_\_\_\_\_

<b>TOTAL OF BASE BID + ALTERNATE BID ITEMS</b>	<b>\$</b> _____
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BID PREPARED BY: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 COMPANY NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 SIGNATURE: \_\_\_\_\_

FY25 Annual Street Resurfacing Improvement Project - Street Listing									
					Markings				
Street	Beginning Description	End Description	Approximate Length (ft)	Approximate Width (ft)	White & Yellow Line Striping	Stop bars	Crosswalks	Yield Lines	Railroad Crossing Mark
<b>Village Acres Area</b>									
Gun Club Drive	Highway 211	Garner Lane	3470	21	Yes	3	2		
Forrest Drive	Longleaf Dr E	Highway 15-501	1100	21	Yes	1	1		
<b>Total Length in Neighborhood:</b>			<b>4570</b>						
<b>Pinedale Area</b>									
Woodburn Road	Thorne Road	Airport Road	779	20	NO				
<b>Total Length in Neighborhood:</b>			<b>779</b>						
<b>Pinehurst Lake Area</b>									
Diamondhead Drive	Traffic Circle	Starlit Lane	3887	21	YES			1	
Ivy Way	Diamondhead Dr	Diamondhead Dr	1232	20	NO				
Weldon Court	Diamondhead Dr	CDS	139	20	NO				
St. Andrews Drive	Wilson Road	Lake Forest Dr	3058	22	YES	3			2
<b>Total Length in Neighborhood:</b>			<b>8316</b>						
<b>Morganton/Monticello Area</b>									
Monticello Drive	RR Tracks	Blake Blvd	2165	22	YES	1			1
Blake Boulevard	Monticello	Divided Road	1852	22	YES	1			
Canter Lane	Monticello	Monticello	2704	21	NO				
<b>Total Length in Neighborhood:</b>			<b>6721</b>						
<b>Old Town</b>									
Rattlesnake Trail	Highway 211	McCaskill Road	2300	21	YES	1	3		
<b>Total Length in Neighborhood:</b>			<b>2300</b>						
<b>Donald Ross Area</b>									
McDonald Road W	Highway 5	Donald Ross Drive	962	20	YES	1			
<b>Total Length in Neighborhood:</b>			<b>962</b>						

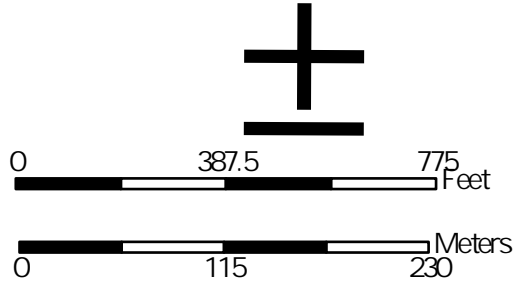


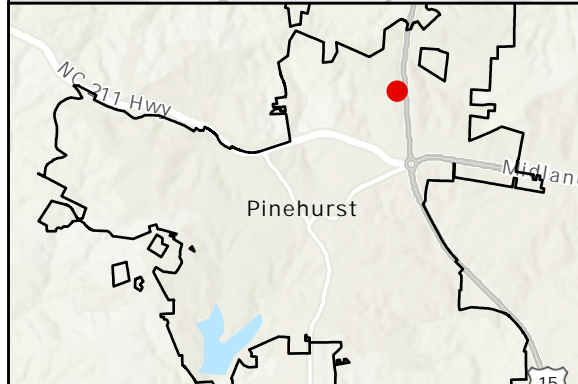
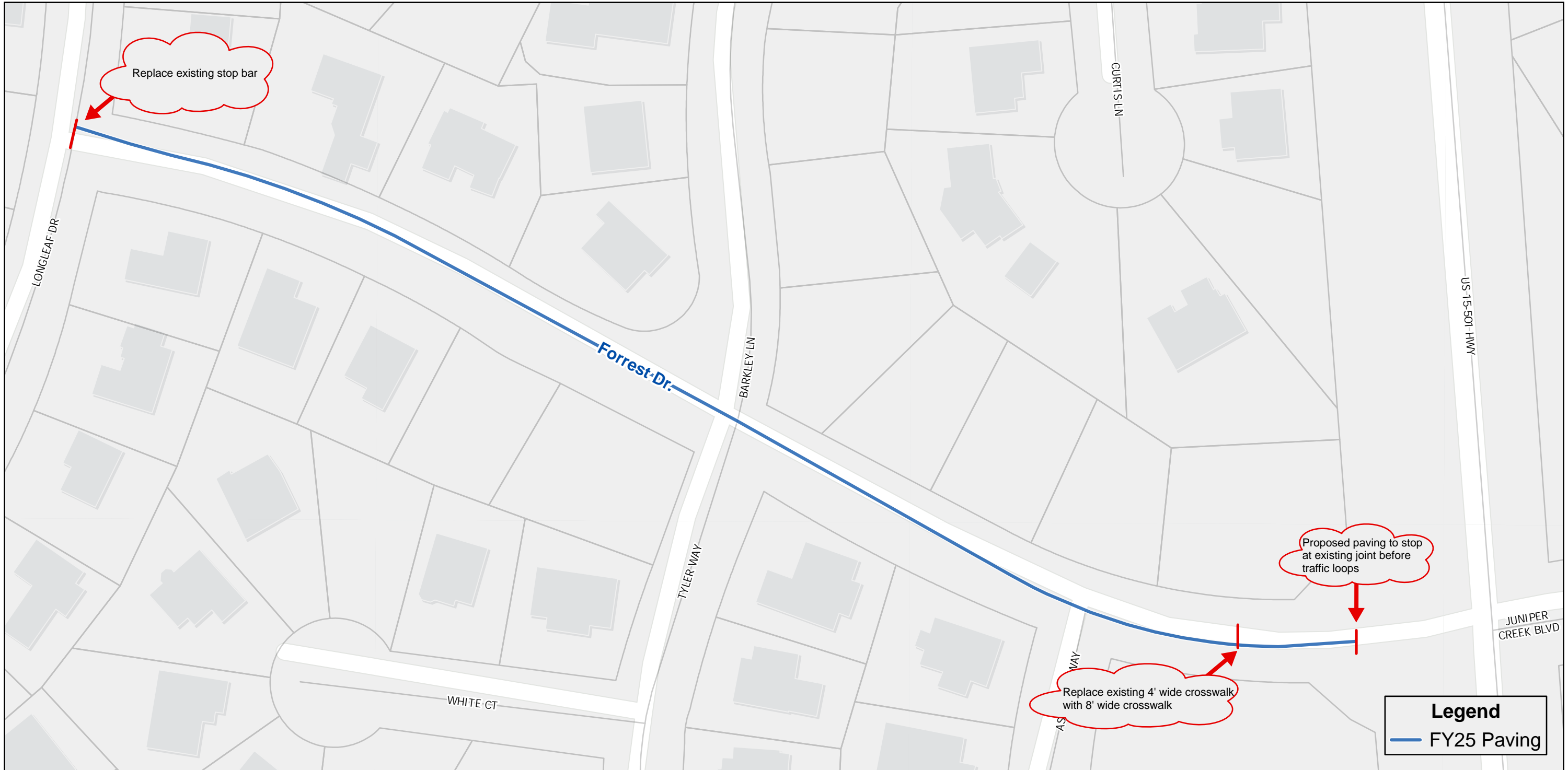
Public Services - FY -25 Resurfacing Gun Club Drive

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2024

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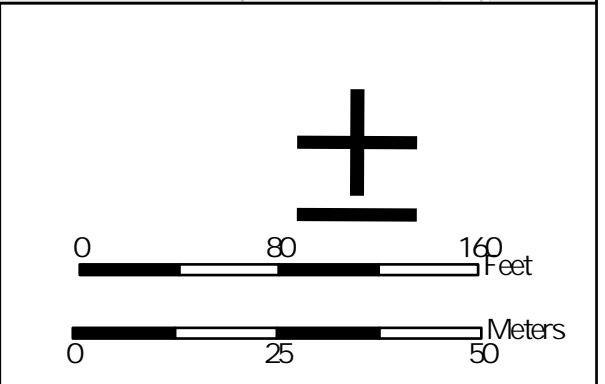


**Public Services - FY-25 Resurfacing Forrest Drive**

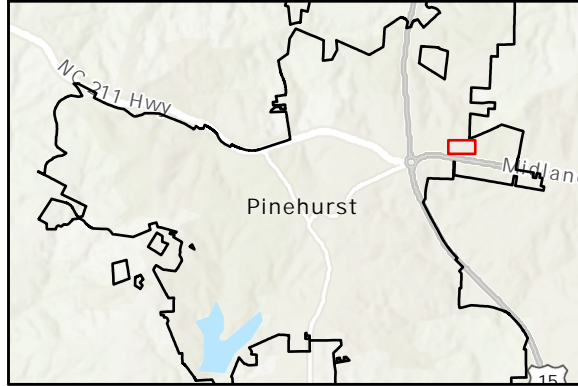
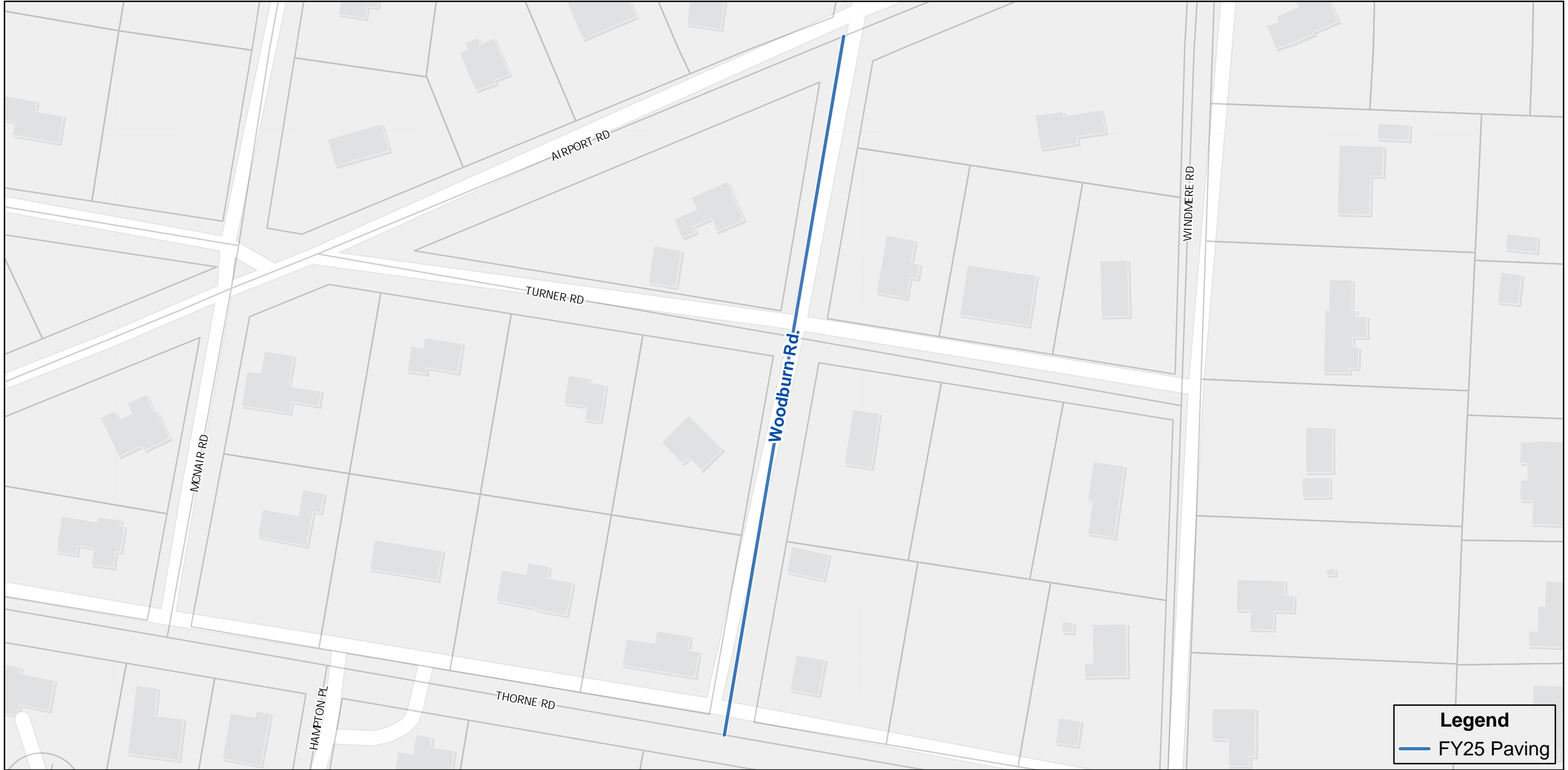
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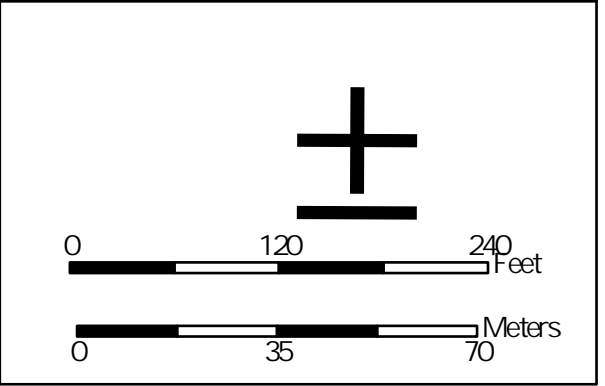


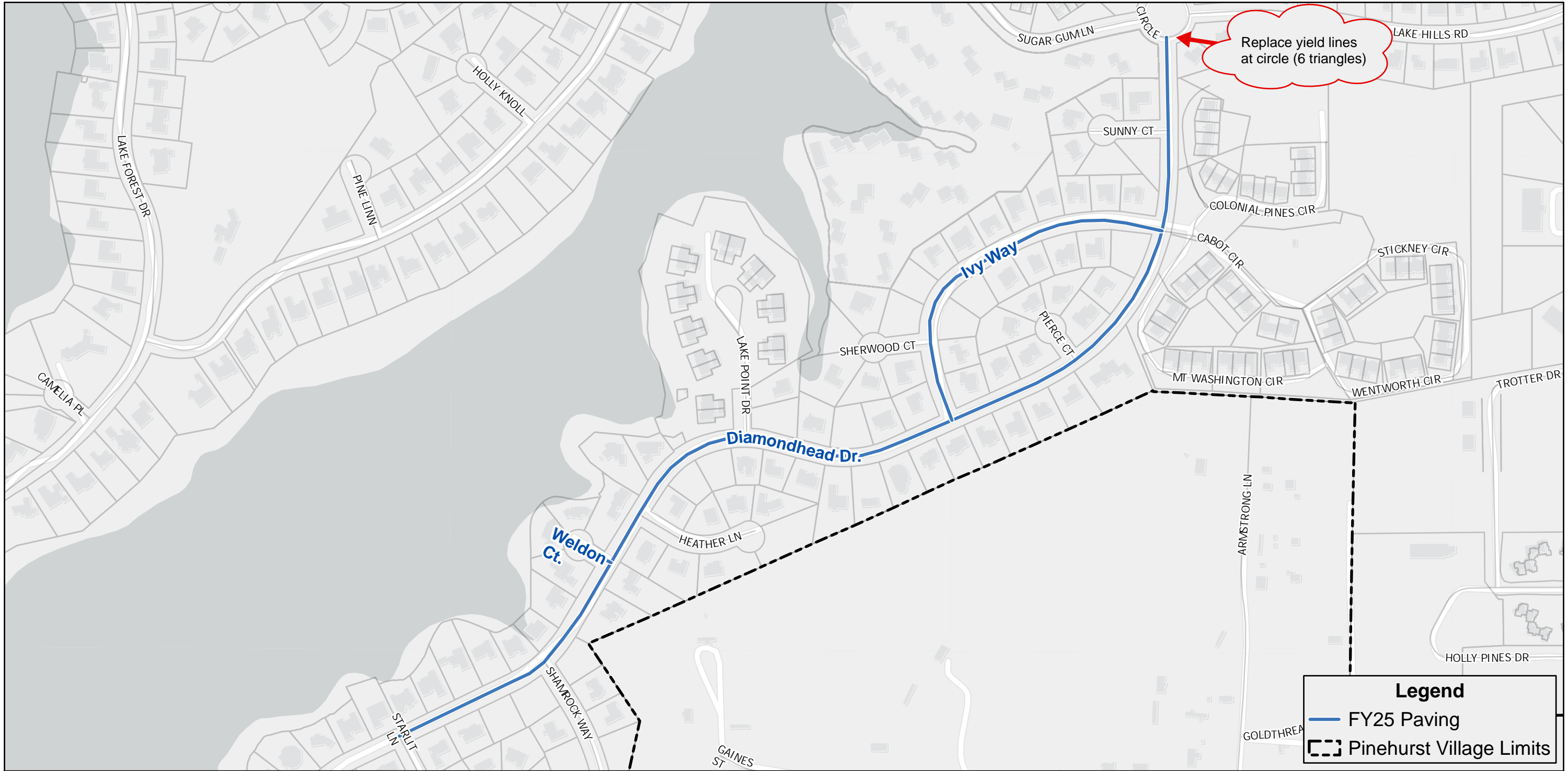
**Public Services - FY-25 Resurfacing Woodburn Road**

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**2024**

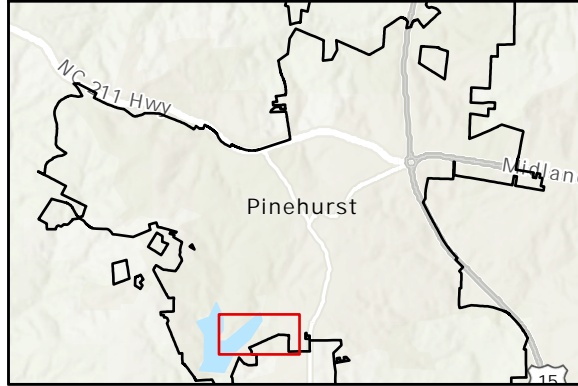
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**Legend**

- FY25 Paving
- - - Pinehurst Village Limits

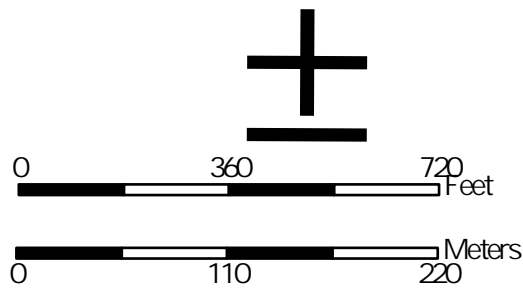


## Public Services - FY-25 Resurfacing Diamondhead Dr./Ivy Way/Weldon Court

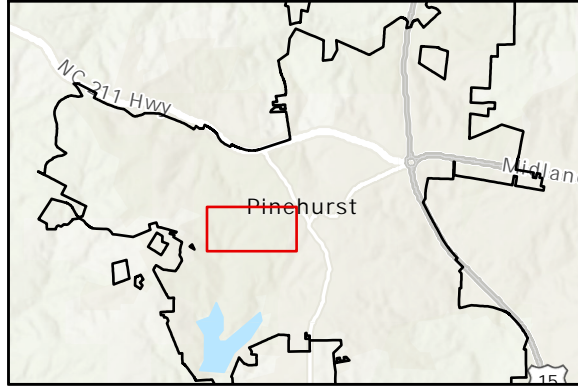
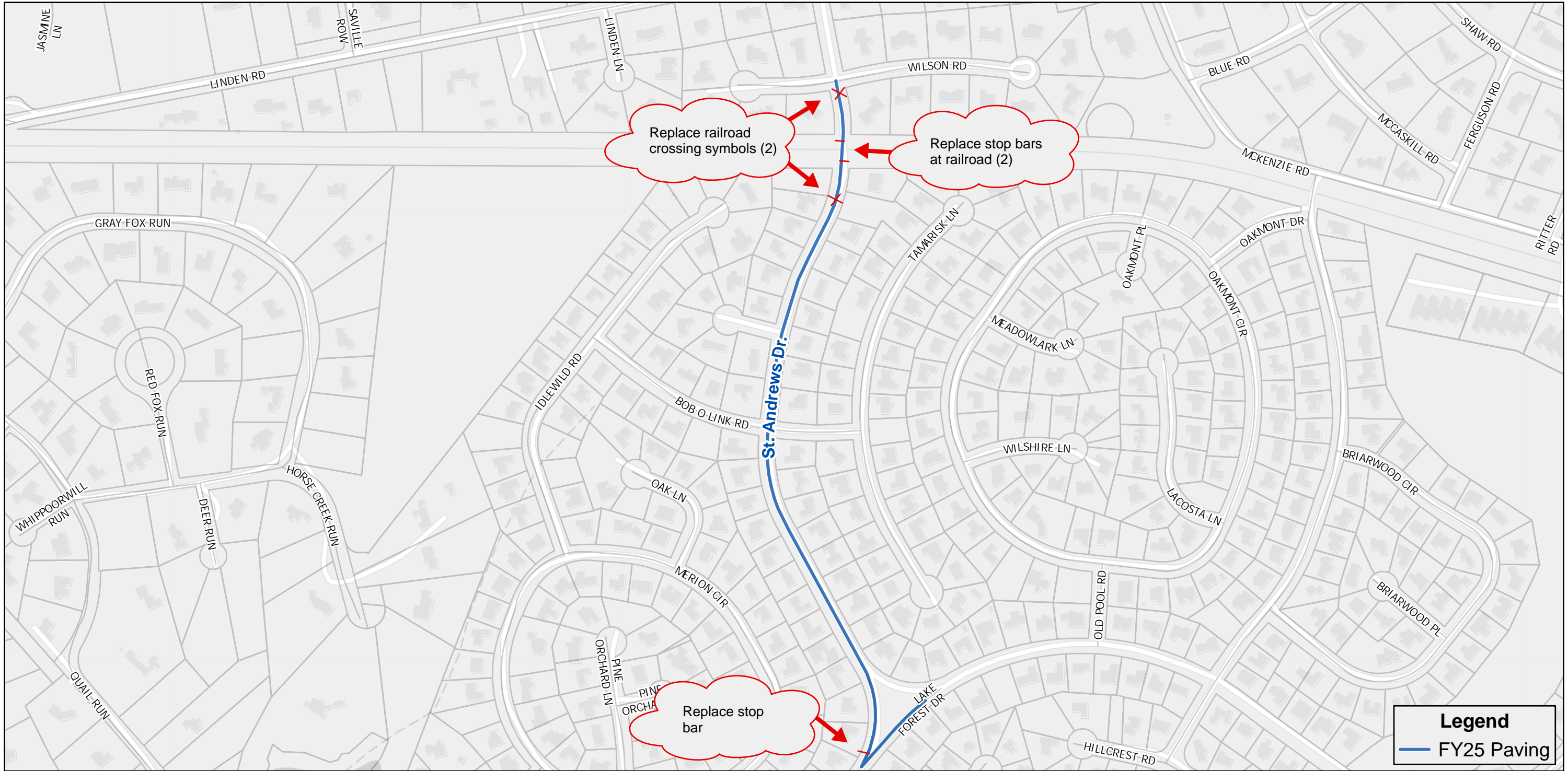
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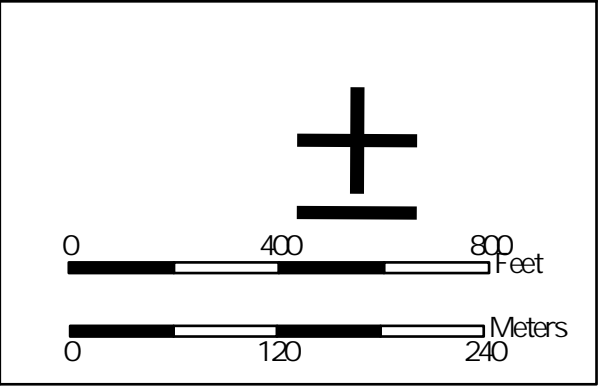


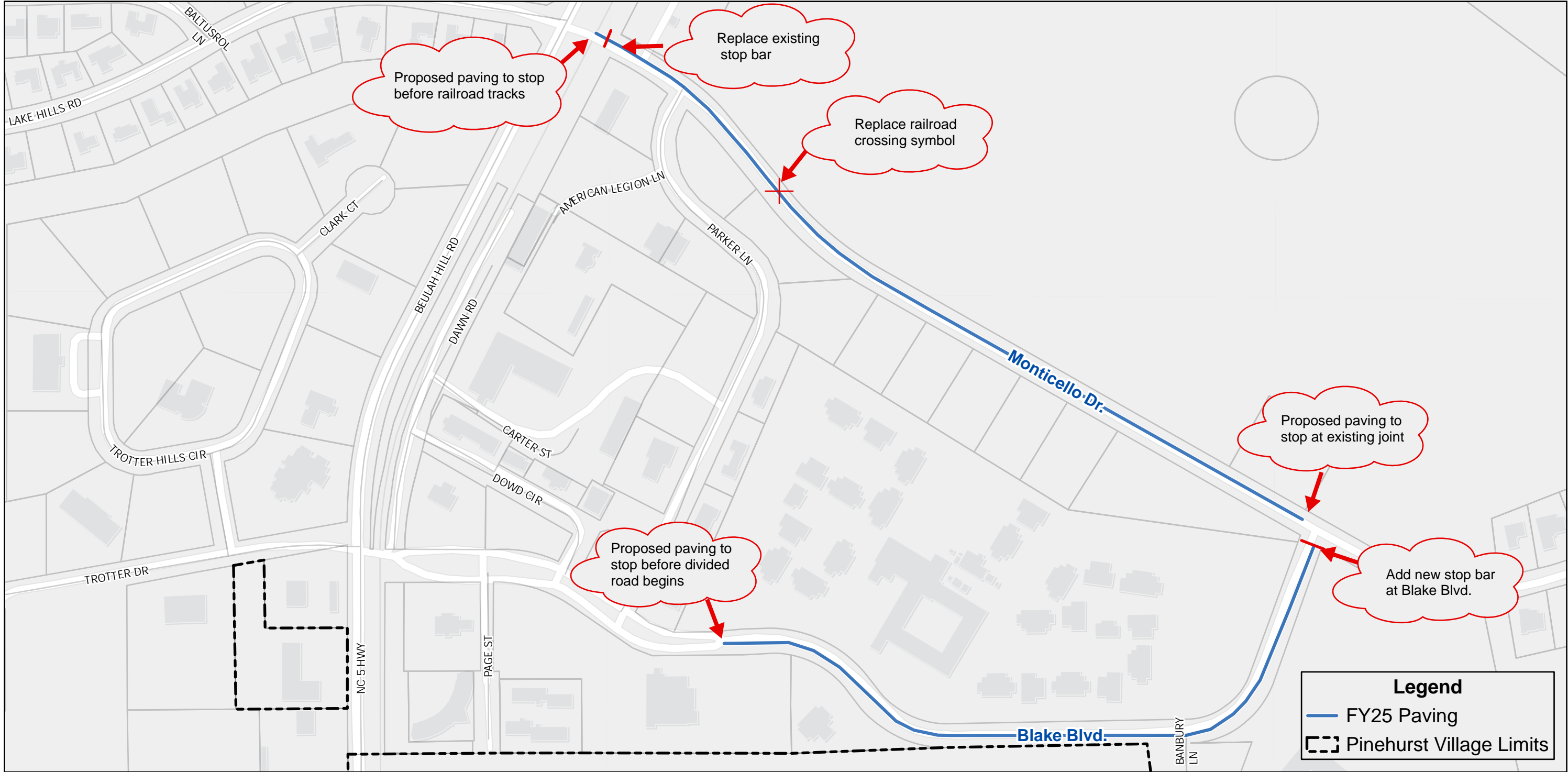
**Public Services - FY-25 Resurfacing St. Andrews Drive**

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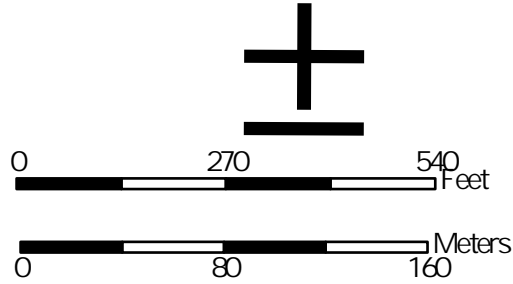
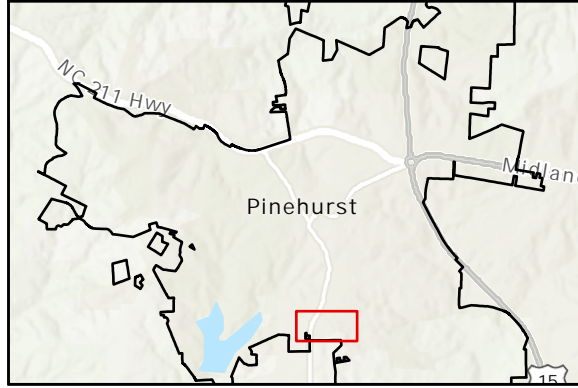
- FY25 Paving
- Pinehurst Village Limits

Public Services - FY-25 Resurfacing Monticello Dr./Blake Blvd.

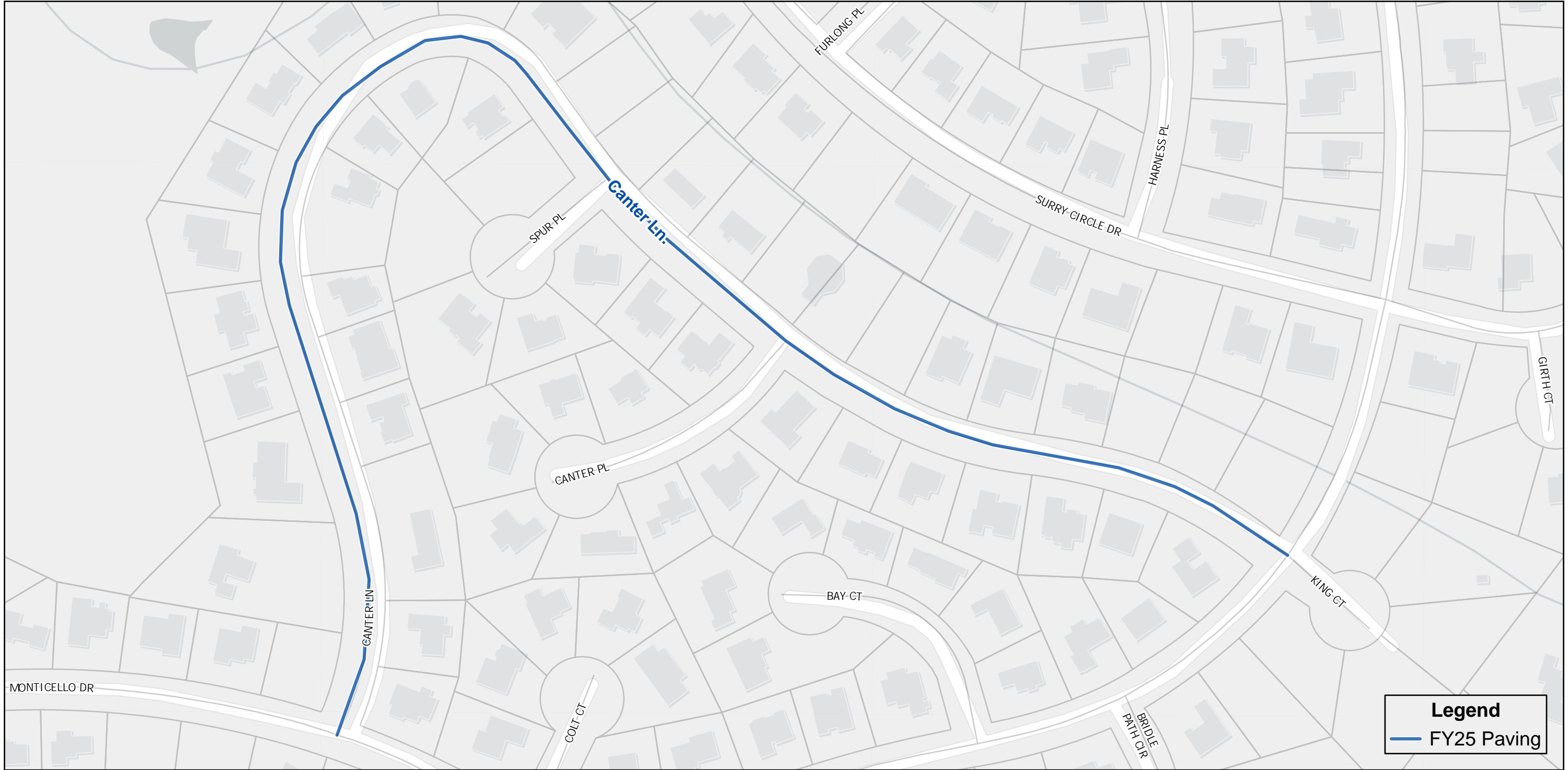
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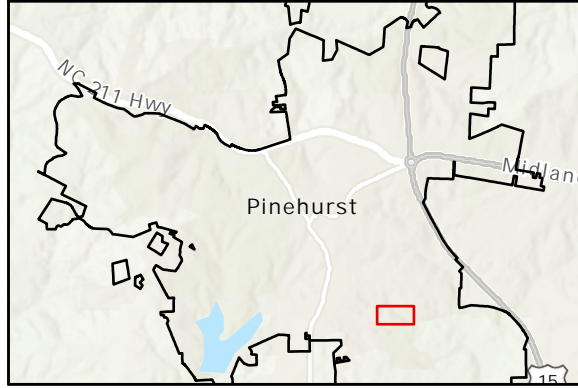
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 — FY25 Paving



**Public Services - FY-25 Resurfacing Canter Lane**

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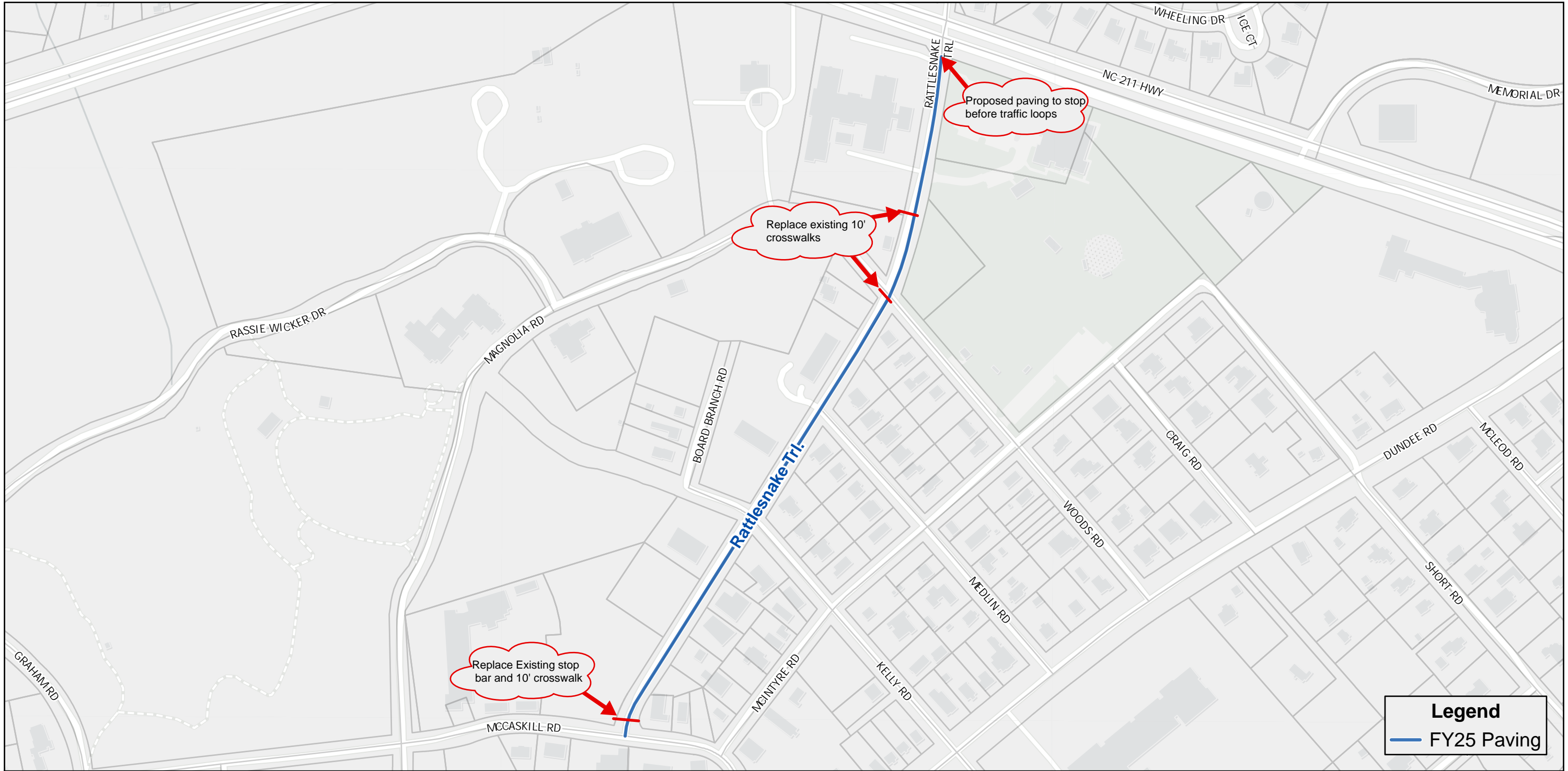
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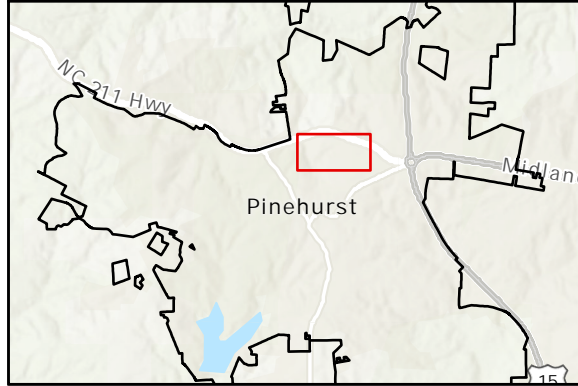
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 — FY25 Paving

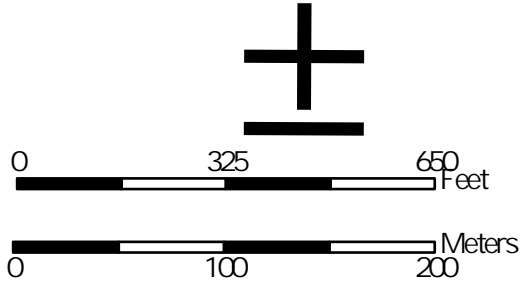


Public Services - FY-25 Resurfacing Rattlesnake Trail

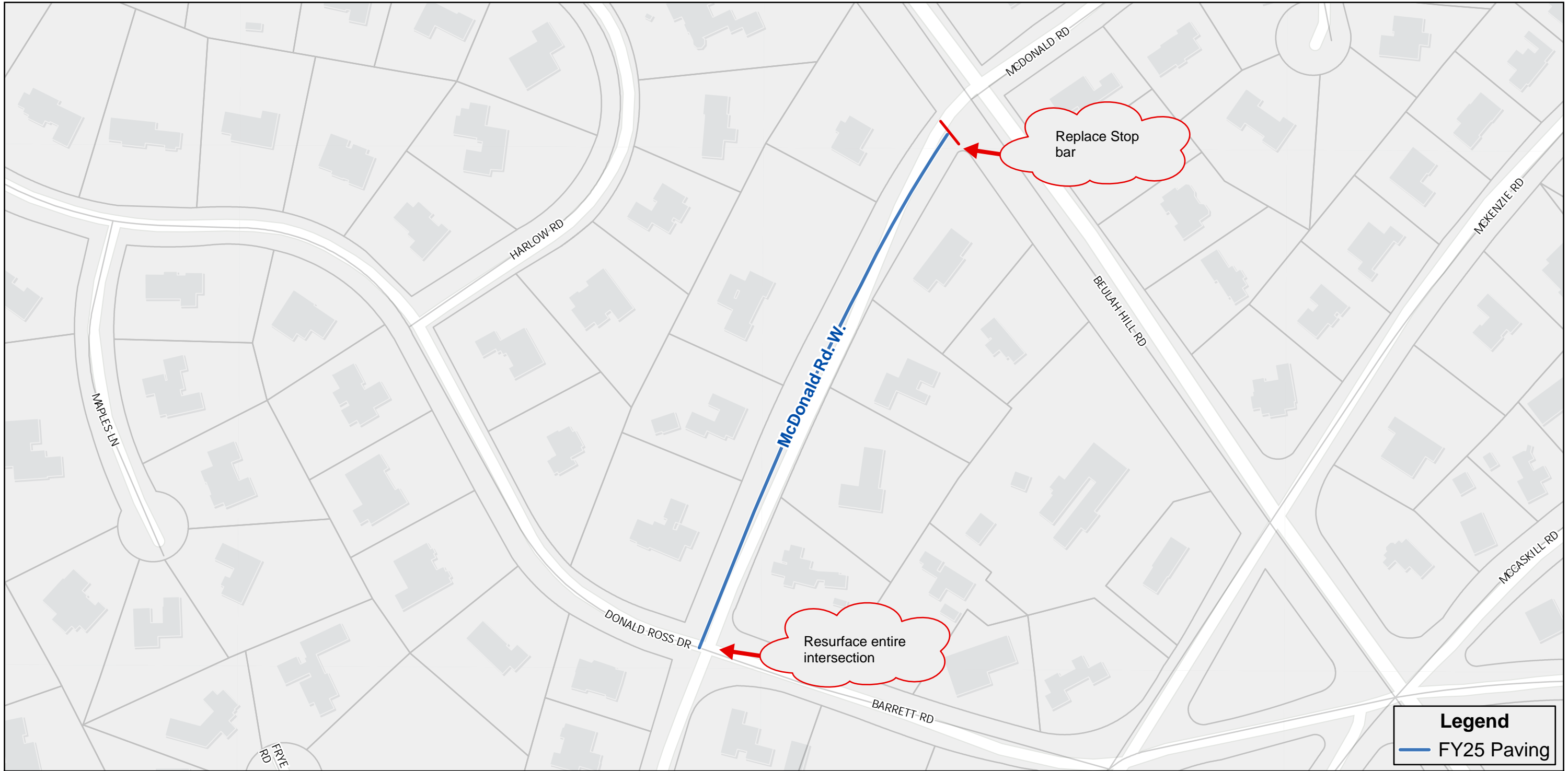
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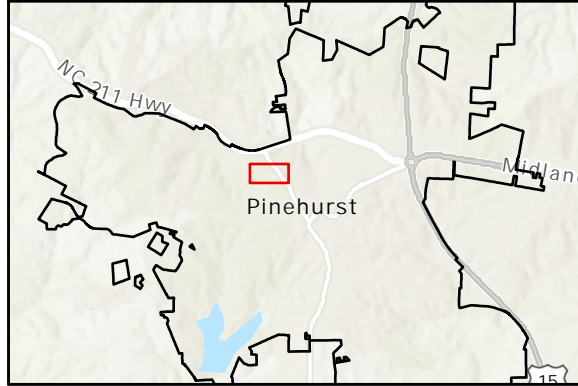






**Legend**  
 — FY25 Paving

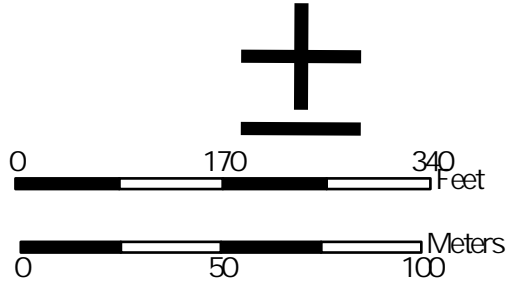
Public Services - FY -25 Resurfacing McDonald Road W.



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**2024**

Coordinate System: NAD 1983 StatePlane North Carolina FIPS 3200 Feet



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_, as Principal, and  
\_\_\_\_\_, as Surety, are  
hereby held and firmly bound unto \_\_\_\_\_ as OWNER  
in the penal sum of \_\_\_\_\_, for the payment of which, well and truly to  
be made, we hereby jointly and severally bind ourselves, successors and assigns.  
Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. The Condition of the  
above obligation is such that whereas the Principal has submitted to \_\_\_\_\_  
\_\_\_\_\_ a certain BID,  
attached hereto and hereby made a part hereof to enter into a contract in writing,  
for the \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

NOW, THEREFORE,

- a) If said BID shall be rejected, or
- b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (property completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this

obligation shall be void, otherwise the same shall remain in force and effect: it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

**IN WITNESS WHEREOF**, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_(L.S.)  
Principal

\_\_\_\_\_  
Surety

By \_\_\_\_\_

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located. The BONDS must also be redeemable by an agent located within a 100 statutory mile radius of the Village of Pinehurst.

POWER OF ATTORNEY

(ATTACH TO THIS SHEET)



## **Section 2.00 General Conditions**

**2.01 Contract and Contract Documents:** The Plans, specifications, and addenda, hereinafter enumerated in the Special Conditions shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes 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.

**2.02 Definitions:** The following terms as used in this Contract are respectively defined as follows:

(a) **“Contractor”:** A person, firm or corporation with whom the Contract is made by the Owner.

(b) **“Subcontractor”:** A person, firm or corporation supplying labor and material or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.

(c) **“Work on (at) the project”:** Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.

(d) Where “as shown,” “as indicated,” “as detailed,” or words of similar import are used, it shall be understood that reference to the drawings accompanying this specification is made unless stated otherwise. Where “as directed,” “as required,” “as permitted,” “approved,” “acceptance,” or words of similar import are used, it shall be understood that the direction, requirements, permission, approval, or acceptance of the Village Representative is intended unless stated otherwise. As used herein, “provide” shall be understood to mean “provide complete in place,” that is “furnish and install” complete and ready for use.

**2.03 Additional Instructions and Detail Drawings:** The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Village Representative will prepare jointly:

(a) A schedule fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Village Representative in accordance with said schedule, and

(b) A schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.

**2.04 Shop or Setting Drawings:** The Contractor shall submit promptly to the Village Representative one reproducible copy of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Village Representative and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Village Representative with one reproducible corrected copy. Regardless of corrections made in or approval given to such drawings by the Village Representative, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the plans and specifications, unless he notifies the Village Representative in writing of any deviations at the time he furnishes such drawings.

**2.05 Materials, Services and Facilities:**

(a) It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide any pay for all materials, labor, tools, equipment, water, light, power transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.

(b) Any work necessary to be performed after regular working hours, on Sundays, or legal holidays, shall be performed without additional expense to the Owner.

**2.06 Contractor's Title to Materials:** No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

**2.07 Inspection and Testing of Materials:**

(a) All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with the specified standards. The laboratory or inspection agency shall be selected by the Owner. The Owner will pay for all laboratory inspection service direct that is above the scope of that specified in the material and construction specifications, and not as a part of the Contract.

(b) Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

**2.08 “Or Equal” Clause:** Whenever the words “or equal” (equal to or similar words) appear in the specifications, they shall be interpreted to mean an item of material or equipment similar to that named and which is suited to the same use and capable of performing the same functions as that named, the Village Representative being the judge of equality.

**2.09** Each Contractor shall obtain written approval from the Village Representative for the use of substitute materials claimed as equal to those specified. Such approval must be obtained as soon after contract awards as possible and before any materials are ordered. Applications for approvals shall be made by the Contractor and not by subcontractors or materials men. Each separate Contractor shall submit within ten (10) days following award of contract and written notice to begin the work a complete list of materials proposed for the job. When this list is approved, no further substitutions will be permitted except in unusual or extenuating circumstances. If no list is submitted, it will be assumed that the Contractor will supply materials specified, and the Contractor shall be held to this requirement.

**2.10** Items of equipment, manufactured or fabricated, proposed in substitution for those specified, shall be subject to final approval by the Village Representative.

**2.11 Patents:**

(a) The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

(b) License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Contractor.

(c) If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

**2.12 Surveys, Permits and Regulations:**

- (a) Unless otherwise expressly provided for in the specifications, the Owner will furnish to the Contractor all surveys necessary for the execution of the work.
- (b) The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of his contract.
- (c) The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

**2.13 Contractor's Obligations:** The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract and any and all supplemented plans and drawings, and in accordance with the directions of the Village Representative as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Village Representative and the Owner.

**2.14 Weather Conditions:** In the event of temporary suspension of work, or during inclement weather, or whenever the Village Representative shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Village Representative, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

**2.15 Protection of Work and Property—Emergency:**

- (a) The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work and that of adjacent property, from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Owner, or his duly authorized representatives.
- (b) In case of emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Village Representative, in a diligent manner. He shall notify the Village Representative immediately thereafter. Any

claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Village Representative for approval.

(c) Where the Contractor has not taken action but has notified the Village Representative of an emergency threatening injury to persons or damage to the work of any adjoining property, he shall act as instructed or authorized by the Village Representative.

(d) The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph titled "Changes in Work" of the General Conditions.

**2.16 Inspection:** The authorized representatives and agents of Owner shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

**2.17 Reports, Records and Data:** The Contractor shall submit to the Village Representative such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Village Representative may request concerning work performed or to be performed under this contract.

**2.18 Superintendence by Contractor:** At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Village Representative and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

**2.19 Changes in Work:** No changes in work covered by the approved contract documents shall be made without having prior written approval of the Village Representative. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

(a) Unit bid prices previously approved.

(b) An agreed lump sum.

(c) The actual cost of:

1. Labor, including foreman;

2. Materials entering permanently into the work;

3. The ownership or rental cost of construction plan and equipment during the time of use of the extra work;

4. Power and consumable supplies for the operation of power equipment;

5. Insurance;
6. Social Security and old age, and unemployment contributions;
7. Taxes.
8. To the cost of (c) there shall be added a fixed fee to be agreed upon not to exceed fifteen percent (15%) of the estimated cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

**2.20 Extras:** Without invalidating the contract, the Village Representative may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or material shall be allowed unless the work is ordered in writing by the Village Representative, acting officially for the Owner, and the price is stated in such order.

**2.21 Time for Completion and Liquidated Damages:**

(a) It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the Contract of the work to be done hereunder are **essential conditions** of this contract; and it further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the work order.

(b) The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

(c) If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract to pay to the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

(d) The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages by the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

(e) It is further agreed that the time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

1. To any preference, priority or allocation order duly issued by the Government;
2. To unforeseeable cause beyond the control and without the fault of negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; and
3. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (1) and (2) of this article.
4. **Provided further**, that the Contractor shall, within two (2) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

**2.22 Correction of Work:** All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction of the Village Representative, who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet this approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at this own expense. Rejected materials shall immediately be removed from the site. If, in the opinion of the Village Representative, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgement of the Village Representative shall be equitable.

**2.23 Subsurface Conditions Found Different:** Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give notice to the Village Representative of such conditions before they are disturbed. The Village Representative will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans or indicated in the Specifications, he will at once make such changes in the Plans and/or Specifications as he may find necessary, and increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph titled "Changes in Work" of the General Conditions.

**2.24 Claims for Extra Cost:** No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of Village Representative approve by the Owner, as aforesaid, and the claim presented was the first estimate after the changed or extra work is done. When work performed under the terms of subparagraph 2.17(c) of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

**2.25 Right of the Owner to Terminate Contract:** In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon expiration of said ten (10) days, cease and terminate. In the event of any such termination the Owner shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

**2.26 Construction Schedule and Periodic Estimates:** Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Village Representative an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish (2) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

**2.27 The Contractor** shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incident to the due and lawful prosecution of the work.



## **2.28 Payments to Contractor:**

(a) Upon receipt of an Application for Payment from the Contractor and after verification by the Village Representative of quantities installed, the Owner shall make a progress payment to the Contractor on the basis of duly certified and approved estimate of the work performed during the preceding calendar month under this contract, but to insure the proper performance of this contract, the Owner may retain ten per cent (10%) of the amount of each estimate until final completion and acceptance of all work covered by this contract; Provided, that the Owner at any time after 50% of the work has been completed, if it finds that satisfactory progress is being made, may make any of the remaining progress payment in full; Provided, further, that on completion and acceptance of each separate building, public work, or other division of the contract, on which the price is stated separately in the contract payment may be made in full, including retained percentages thereon, in authorized deductions. All requests for Partial Payments shall be submitted by the Contractor on the prescribed forms in these Contract Documents or on other forms approved by the Owner.

(b) In preparing estimates, the materials delivered on the site and preparatory work done may be taken into consideration.

(c) All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.

(d) Owner's right to withhold certain amount and make application thereof: The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishes of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall furnish, at the Owner's request, satisfactory evidence that all obligations of the nature herein above designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligation upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor and any payment so made by the Owner, shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payment made in good faith.

**2.29 North Carolina State Sales Tax:** The North Carolina State Sales Tax shall be included in the contract price. The Contractor shall maintain and shall be responsible for seeing that his subcontractors maintain accurate records of all payments of North Carolina State Sales Taxes on materials, supplies, fixtures, and equipment which become a part of or are annexed to buildings or structures, including pipe lines provided under this contract. This Contractor shall submit with his monthly estimates for payment, a certified statement showing such payments by himself, and all subcontractors listing invoices from various suppliers showing invoice number, amount paid and date. Sales tax records and certified statements shall be in such form and substances as to meet the requirements of the North Carolina State Department of Revenue in the matter of the Owner obtaining a refund from the State of North Carolina of sales taxes paid by the Contractor and his subcontractors.

**2.30 Acceptance of Final Payment Release:** The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the Performance and Payment Bond.

**2.31 Payments by Contractor:** The Contractor shall pay:

- (a) For all transportation and utility services
- (b) For all materials, tools, and other expendable equipment
- (c) To each of his subcontractors, not later than the 5<sup>th</sup> day following the payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractor's interest therein.

**2.32 Contractor's and Subcontractor's Insurance:** The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and the General Provision Section of the Memorandum of Understanding for Performing Services or Construction document that is attached to the Contract, such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved. The Contractor shall procure and shall maintain during the life of this contract Insurances in accordance with the Memorandum of Understanding for Performing Services or Construction as required by the Village's Risk Manager and shall ensure that all Subcontractors are properly covered in accordance with the afore-mentioned insurance schedule.

(a) **Indemnification:**

1. The Contractor shall indemnify and save harmless the Owner from and against all claims, demands and liabilities of every nature and description whatsoever which may be presented to or asserted against the Owner by virtue or on account of any act or omission of the Contractor, his agents, employees, subcontractors or anyone for whose acts the Contractor may be liable, including the Owner's expenses of defending suits on account of any such claims or liability. The certificate of insurance provided shall specifically indicate that contractual liability insurance insuring this indemnification paragraph is included. The selected Contractor shall be required to execute the Memorandum of Understanding for Performing Services or Construction document provided by the Village Risk Manager and attached to the Contract.
2. Each subcontractor shall indemnify and save harmless the Owner and the contractor from and against all claims, demands and liabilities of every nature and description whatsoever which may be presented to or asserted against the Owner or contractor by virtue or on account of any act or omission of the subcontractor, his agents, employees or anyone for whose acts the subcontractor may be liable, including the Owner's or contractor's expenses of defending suits on account of any such claims or liability. The subcontractor shall insure this indemnification clause with insurance in limits of not less than the limits specified. The certificate of insurance provided shall specifically indicate that contractual liability insurance insuring this indemnification paragraph is included.

**2.33 Contract Security:** The Contractor shall furnish a Performance bond in an amount at least equal to one hundred per cent (100%) of the contract prices as security for the faithful performance of this contract and also a Payment bond in an amount not less than one hundred per cent (100%) of the contract price, as security for the payment of all persons performing labor on the contract. The performance bond and the payment bond must be in separate instruments in accordance with local laws.

**2.34 Additional or Substitute Bond:** If at anytime the Owner for justifiable cause, shall be or become dissatisfied with any surety or sureties than upon the Performance or Payment Bonds, the Contractor shall within five (5) days after notice from the Owner so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

**2.35 Assignments:** The Contractor shall not assign the whole or any part of this contract or any moneys due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any moneys due or to become due under this Contract the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to all moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

**2.36 Mutual Responsibility of Contractors:** If, through acts of neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss of damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement arbitration if such other Contractor or subcontractors will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

**Separate Contracts:** The Contractor shall coordinate his operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Village Representative immediately of lack of progress or defective workmanship on the part of other Contractors. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

**2.37 Subcontracting:**

(a) The Contractor may utilize the services of specialty Subcontractors on those parts of the work which, under normal contracting practices are performed by specialty Subcontractors.

(b) The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.

(c) The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

(d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

(e) Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

**2.38 Village Representative's Authority:**

(a) The Public Services Director will designate a Village Representative to be the primary point of communication with the Contractor on this project. The Contractor is expected to

communicate regularly and coordinate all work with the Village Representative. The Village Representative will also be responsible for providing direction to the Contractor (in conjunction with the Public Services Director) and verifying quantities installed by the Contractor prior to payment. Failure of the Contractor to communicate or coordinate with the Village Representative may result in rejection of work and/or delays in payment to the Contractor.

**2.39 Use of Premises and Removal of Debris:** The Contractor expressly undertakes at his own expense:

- (a) To take every precaution against injuries to persons or damage to property;
- (b) To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractors;
- (c) To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
- (d) To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
- (e) To effect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Village Representative, not to cut or otherwise alter the work of any other Contractor.

**2.40 Quantities of Estimate:** Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this contract, and such increase or diminution shall in no way vitiate this contract nor shall any such increase or diminution give cause for claims or liability for damages.

**2.41 Rights-of-Way and Suspension of Work:** The Owner shall furnish all land and rights-of-way necessary for the carrying out of this contract and the completion of the work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. But it is possible that all lands and right-of-way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin his work upon such land and rights-of-way as the Owner may have previously acquired and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should the Owner be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, or to

withdraw from the contract except by consent of the Owner; but time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay, such determination to be set forth in writing.

**2.42 General Guaranty:** Neither the final certificates of payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The Owner through the Village Representative will give notice of observed defects with reasonable promptness.

**2.43 Conflicting Conditions:** Any provisions in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

**2.44 Notice and Service Thereof:** Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at his last given address, or delivered in person to said Contractor or his authorized representative on the work.

**2.45 Required Provisions Deemed Inserted:** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

**2.46 Protection of Lives and Health:**

(a) In order to protect the lives and health of his employees under the contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract.

(b) The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

## **Section 3.00 SPECIAL PROVISIONS**

### **GENERAL**

1. The following items contained in this Section are project-specific. Should a conflict exist between these provisions and any other contained in the Contract Documents, the Village Representative's decision in the matter shall be final.
2. The areas listed in the construction plans and bid documents shall be improved in accordance with the plan, specifications and contract documents or as directed by the Village Representative.
3. The contractor shall accept actual conditions at the site and perform the work specified without additional compensation for possible variation from grades and conditions shown whether surface or subsurface, except as provided for by the Contract Documents. Adjustments shall be made only as directed by the Village Representative.
4. A Pre-Construction Conference will be held by the Village Representative. No work covered by this contract shall be conducted by the Contractor until after the Pre-Construction Conference. The Contractor shall assure the attendance of the job foreman, job superintendent, and other parties with direct project responsibility at the Pre-Construction Conference.
5. Work hours shall generally be limited to Monday – Friday, 7:00 am – 7:00 pm, excluding Village-observed holidays, unless otherwise authorized by the Village Representative. Saturday work may be allowed with prior approval by the Village Representative. If work hours outside the standard hours contained in this section are requested by the Contractor and approved by the Village, all overtime and related costs incurred by the Village shall be paid by the Contractor. If work hours outside the standard hours contained in this section are required of the Contractor by the Village, no additional compensation shall be paid to the Contractor. In the event the Village requires work to be done outside of the standard hours contained in this section, all overtime for Village personnel shall be paid by the Village. The Village reserves the right to amend the approved work hours as necessary to ensure the safety and welfare of the Village's residents.
6. The sequence of work for each street shall be to cut back all edges, clean off the pavement of all grass, dirt, and windrows, mill out existing areas to 1.5", patch the areas as directed by the Village, place leveling courses as needed, place resurfacing overlay as specified, place gravel at driveways (as needed) and install striping where

applicable. All work is to be in accordance with the applicable specifications contained in the Contract Documents and no deviations from this sequence are to be made without the written permission of the Village Representative.

7. For all streets where pavement removal is required, removal and replacement of specified areas of existing asphalt paving shall precede the overlay by a minimum of twenty-four (24) hours to allow for adequate curing time for the replacement asphalt and inspection by the Village Representative.
8. The Contractor shall be responsible for spraying or burning all weeds growing on and in the streets. The Contractor shall be responsible for removing and properly disposing of the dead weeds and deleterious materials and carefully cleaning each street before beginning construction operations. There will be no separate compensation for this work.
9. Areas of pavement or concrete to be removed shall be cut to a neat vertical face and line by means of a pavement saw or cutting wheel before removal. There will be no separate compensation for this item.
10. No pavement removal excavations shall be left open at the end of the workday unless approved in advance by the Village Representative. Asphalt pavement tickets shall be submitted weekly to the Village Representative, as required in section 5.16, G.
11. Over-run Compensation - The Village Representative, in consultation with the Village Manager, may authorize payment for overruns in quantities of plant-mixed asphalt products incorporated into the project work not to exceed five (5%) percent of the original bid estimate submitted by the Contractor plus five (5%) percent of plant-mixed asphalt products in any approved change orders authorized by the Village. The decision of the Village Representative in this matter shall be considered final and conclusive. No request for over-run compensation by the Contractor shall be considered unless all applicable sections of this Contract have been met in full as determined by the Village Representative. All overrun compensation requests shall be submitted in writing and accompanied by adequate supporting documents as required by the Village Representative to allow for a complete review of the request. No overrun compensation request will be considered until all work covered by this contract has been satisfactorily completed. Any materials used to correct defective work shall not be included as part of any overrun compensation request.
12. Pavement Patching, Class 'A' - On all designated streets, the unit price bid for "*Full Depth Patching*" includes the removal of pavement and the removal of the subgrade up to a total of three (3) inches deep, disposal of the removed material, and the installation of compacted thickness of bituminous concrete binder course. The binder course (Type 'I-19.0') should be finished flush with the surrounding pavement. No pavement removal



excavations shall be left open at the end of the workday unless approved in advance by the Village Representative. The weekly ticket submittal requirements of Section 5.16-G will be applicable to this provision.

13. The Contractor shall allow time for the inspection of areas, as needed, by a qualified testing firm and the Village Representative. The Village Representative may reject any work for which the Contractor does not allow suitable inspection time as determined by the Village Representative.
14. If roots are encountered in the roadbed, the Contractor shall cut the roots at least one (1.0) foot outside of the edge of the pavement and undercut the damaged roadway areas as directed by the Village Representative or his Representative before repairing the area. Compensation for this item shall be included in the unit price for "Full Depth Patching". There will be no separate compensation for this work.
15. Existing asphalt curbing shall be removed and reinstalled, with the back of curb matching the existing grade and maintaining positive drainage. Concrete and brick curbing shall be left in place, as is, unless damage occurs by the Contractor, in which the Contractor will be responsible for repair at no additional cost to the Village. Compensation for this item shall be included in the unit price for 1.5" overlay. The width of the asphalt curb will be included in the square yard measurement for the 1.5" overlay pay item.
16. Pavement Markings shall be reflectorized thermoplastic 4-inch white and yellow line striping, 24-inch white stop bars and white crosswalks that match existing lengths and widths, and installed in accordance with Village of Pinehurst standards as found in Section 7.00, "Pavement Markings". Pavement markings shall be installed, where applicable, 14 days after resurfacing is completed, or as directed by the Village Representative.
17. Traffic control shall be provided on each street by the Contractor in a strict conformance with NCDOT Supplement to the MUTCD, the MUTCD or as directed by the Village Representative. No work shall begin on any street without the proper traffic control measures in place. The Village Representative or his Representative may stop work at any time if the Contractor does not have adequate and proper Traffic Control in place. If work is stopped due to improper Traffic Control, no additional contract time or compensation will be allowed for any delays caused due to this work stoppage.
18. The Contractor shall be responsible for field locating all utilities including meter and sanitary sewer service cleanouts prior to beginning construction in any area.

19. The Contractor shall notify residents adjacent to proposed improvements 48 hours in advance of beginning construction on their street. The Contractor shall distribute a standard letter, door hanger, or other measure for this purpose provided by the Contractor with a copy sent to the Village Representative.
20. The Contractor shall construct all improvements so as to create and/or maintain positive drainage.
21. All construction shall conform to the most recent edition of the NCDOT Standards and Specifications (ENGLISH UNITS) and the Village of Pinehurst Village Representative Standards. Where a conflict exists, the more stringent standard shall govern unless altered by the Village Representative.
22. The quantities provided are estimates. Payment will be made for each item based on actual quantities installed by the Contractor and confirmed by the Village Representative.
23. The contract will be awarded to the lowest responsible bidder on either the base bid or any combination of base and alternate bids, in the sole discretion of the Village. The Village reserves the right to add or delete quantities of any or all items as necessary at any time during the contract. All additions or deletions to quantities will be on the basis of the unit prices contained in the base and/or alternate bid item listing.
24. Utility Adjustments, Section 5.17, A, "If any broken manholes or water valve boxes are discovered, the Contractor shall furnish and install new manhole rings and covers or new water valve boxes for replacement of the broken ones at no additional cost to the Village." Replacements will be the same as removed or approved as an acceptable alternate by the Village Representative. This provision relates to any broken items that are damaged due to the actions of the Contractor. If broken manholes or boxes are discovered by the Contractor during the course of the project that are not due to the Contractor's actions, the Contractor shall notify the Village Representative immediately to discuss the proper course of action to proceed. Any work performed by the Contractor that is not approved in advance by the Village Representative is subject to non-payment.
25. "Drop inlet adjustments" shall be performed with brick masonry in accordance with Section 858 of the NCDOT Standard Specifications for Roads and Structures.
26. Shoulder cleaning shall be conducted on a street prior to any other operation relating to the Street Improvements. All blading of the shoulders shall be done in a manner to pull all grass, weeds, soil and other material to the center of the roadway. The Contractor shall then remove and dispose of all materials in an appropriate manner. The Contractor shall allow for and adequate amount for time for the

Village Representative or his Representative to inspect the shoulders to insure that adequate material has been removed prior to brooming, tacking or any other operation taking place. *No "wind-rows" or other shoulder waste materials may be left along or in the right-of-way at any time.* Violations of this provision shall be grounds for issuance of a "Stop-Work" order until the violation is satisfactorily corrected. No additional contract time or compensation will be allowed for any delays caused due to this work stoppage. Compensation for shoulder cleaning shall be included in the unit price for "1.25 Inch SF9.5B Overlay." There will be no separate compensation for this work item.

27. Shoulder rebuilding may be performed by the Village or a separate Contractor after resurfacing work is completed.
28. Progress Meetings will be held as directed by the Village Representative. The Contractor shall ensure attendance at all meetings by the Project Superintendent and Project Foreman. Other parties shall attend as requested by the Village Representative.
29. The Contractor shall extend the overlay along all intersecting streets back to the end of the intersecting street's (-Y- lines) radii, or as directed by the Village Representative, to ensure a smooth and uniform transition from the overlay back to the existing pavement of adjacent streets(-Y-lines). Compensation for this work shall be included in the unit price for "1.5 Inch SF9.5B Overlay." There will be no separate compensation made for this work.
30. The Contractor shall provide a full-depth, compacted (1.5") flare for at least one (1) foot outside of the overlay mat at all driveways unless otherwise directed by the Village Representative. On gravel driveways, ABC, blue stone, etc. (best matching the existing driveway gravel) shall be used for the ramp section of the flare and installed the same day as the asphalt paving is performed at the driveway location. Compensation for this work shall be included in the unit price for "1.5 inch SF9.5B Overlay." There will be no separate compensation made for this work.
31. The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his employees or work, and at the completion of the work he shall remove all rubbish from and about the site of the work and all his tools, scaffolding, and surplus materials and shall leave the work in a clean and usable condition, satisfactory to the Village Representative. In case of dispute, the Village may remove the rubbish and charge the cost to the Contractor.
32. **Protection of Land Resources:** It is intended that the land resources outside the limits of permanent work performed under this contract be preserved in their present condition or be restored to a condition after completion of construction that will appear to be natural and not detract from the appearance of the project. Insofar as possible, the

Contractor shall confine his construction activities to areas defined by the plans or specifications, and to areas to be cleared for other operations indicated on the plans. The following additional requirements are intended to supplement and clarify the requirements of the technical sections of these specifications.

- a) Except in areas marked on the plans to be cleared, the Contractor shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without special authority. No ropes, cables or guys shall be fastened to or attached to any existing trees for anchorages unless specifically authorized by the Village Representative. Where such special emergency use is permitted, the Contractor shall first adequately wrap the trunk with a sufficient thickness of burlap or rags over which softwood cleats shall be tied before any rope, cable or wire is placed. The Contractor shall in any event be responsible for any damage resulting from such use.
- b) Any trees or other landscape feature scarred or damaged by the Contractor's equipment or operations shall be restored as nearly as possible to its original condition at the Contractor's expense. The Village Representative will decide what method of restoration shall be used, and whether damaged trees shall be treated and healed or removed and disposed of by the Contractor.
- c) The Contractor shall obliterate all signs of temporary construction facilities such as haul roads, work areas, structures, foundation of temporary structures, stockpiles of excess or waste materials, or any other vestiges of construction as directed by the Village.

**33. Protection of Water Resources:** Surface drainage from cuts and fills within the construction limits, whether or not completed, and from borrow and waste disposal areas, shall, if turbidity producing materials are present, be held in suitable sedimentation ponds or shall be graded to control erosion and sediment control measures such as berms, dikes, drains, or sedimentation basins, if required to meet the above standards, shall be provided and maintained until permanent drainage and erosion control facilities are completed and operative. The area of bare soil exposed at any one time by construction operations should be held to a minimum.

**34. Work on State Highway Right-of-way:** All work within the right-of-way of the N.C. Department of Transportation shall be accomplished in a manner and be subject to the approval of the N.C. Department of Transportation officials and the Village Representative. Permission for and the acceptance of any work done within the right-of-way controlled by the N.C. Department of Transportation will be the Contractor's responsibility. The Contractor shall post bond as required by the Department of Transportation. Work shall be in accordance with the "North Carolina State Highway Commission Special Provisions covering pipe lines and other conduits under State Highway and County Roads and their extensions in municipalities.

35. **Work on Railway Right-of-way:** In case the Contractor is required to haul materials across the tracks of any railway, or elects to do so he should make his own arrangements with that railway for any new private crossings required or for the use of any existing private crossing. All work to be performed by the Contractor on the railway right-of-way shall be done in a manner satisfactory to the Village Representative of the railway company, and shall be performed at such times and in such manner as not to unnecessarily interfere with the movement of trains or traffic upon the track of the railway company. The Contractor shall use all care and precaution in order to avoid accidents, damage, or unnecessary delay or interference with the railway company's trains or other property.
36. Contractor shall coordinate as necessary with NCDOT to ensure that any streets to be overlaid that contain traffic signal loops are properly functioning upon completion of the resurfacing. No separate payment will be made to the Contractor for this coordination.

END OF SPECIAL PROVISIONS SECTION 3.00

## **SECTION 4.00 CONTRACT FORMS**

This section contains:

Contract

Memorandum of Understanding for Performing Services or Construction

Essential Communications for Key Suppliers

Performance Bond

Payment Bond

Power of Attorney Sheet

Workmen's Compensation and Public Liability Insurance Certificate Sheet

Application for Progress Payments - Directions and Forms

## CONTRACT

THIS AGREEMENT, made and contracted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the **Village of Pinehurst**, party of the first part and \_\_\_\_\_, party of the second part.

### Section I

That for and in consideration of the payments and agreements to be made and performed by the said party of the first part, and under penalty expressed in the bond bearing even date with these presents, the party of the second part agrees with the party of the first part, and at their own proper cost and expense, with skill and diligence, to do all work and furnish and install, unless otherwise specified, all work, materials or equipment necessary for and to complete ready for use the

### *FY25 Annual Street Resurfacing & Improvements Project*

or such portion thereof as may be awarded to said Contractor, as herein set forth, in accordance with the Specifications attached and the Plans, and the Proposal, and such detail directions, drawings, etc., as may be given by the Village Engineer or their designee from time to time during the construction, and in full compliance with this agreement.

### Section II

The said party of the second part agrees to receive the prices stated in the Proposal attached in full compensation for furnishing materials and equipment, and for all labor, moving, unloading and erecting materials and equipment, and executing all the work contemplated in this Contract; the party of the second part of said consideration shall be responsible for all loss or damage arising out of the nature of the work aforesaid, or for any action of the elements, or for any unforeseen obstruction or difficulties which may be encountered in the prosecution and delivery of the same, and for all risks of every description connected with the work, until the final completion and acceptance by the party of the first part. Also, for expense incurred by or in consequence of the suspension or discontinuance of said work, and for well and faithfully completing the whole and for erecting same according to the Plans, Specifications, and requirements of the Village Engineer or their designee.

The construction shall be started not later than a date to be specified in a written order of the Owner to proceed after Contract Documents are executed and shall be completed by May 16, 2025.

IN TESTIMONY WHEREOF, the Village of Pinehurst has caused these presents to be signed by and through its Mayor on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and Contractor has caused its \_\_\_\_\_ to sign on the day and year first above written.

OWNER

VILLAGE OF PINEHURST

By \_\_\_\_\_  
Patrick Pizzella, Mayor

ATTEST:

\_\_\_\_\_  
Shannon Konstantinou, Village Clerk

CONTRACTOR

\_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Federal ID # \_\_\_\_\_

ATTEST:

\_\_\_\_\_





## **Memorandum of Understanding for Performing Services or Construction**

(Revised 6/19)

Through the course of a year, the Village of Pinehurst contracts for various services and/or construction projects. The Village finds it necessary to impose certain minimum insurance and hold harmless requirements upon contractors performing the work.

In order to be considered an “eligible contractor/service provider” to complete services and/or construction projects as called upon, the contractor agrees to the following:

### **1. Contractor’s Independent Status**

Contractor/service provider acknowledges that they are an independent contractor and, as such, shall be responsible for all taxes and other expenses attributable to the rendering of its services to the Village. The contractor/service provider agrees that there is no joint venture, partnership, or employer/employee relationship with the Village. Neither the Contractor nor its employees or agents shall look to Village for vacation pay, sick leave, retirement benefits, Social Security, disability or unemployment insurance benefits, or other employee benefits. Neither Contractor nor Village shall be or become liable or bound by any representation, act, or omission whatsoever of the other made contrary to the provisions of this Agreement.

### **2. General Provision**

The contractor/service provider agrees to comply with the specifications and our requirements of the project and provide for the proper protection of employees and the public for any and all work performed. The contractor/service provider agrees to comply with all applicable federal, state and local regulations and requirements pertinent to the job or service being provided.

The contractor/service provider agrees to maintain insurance in types and amounts as noted below for as long as necessary to complete any job or service.

A. Workers' Compensation: Insurance covering all employees meeting statutory limits in compliance with the applicable state and federal laws. The coverage must include employers' liability with a limit of \$500,000.00 for each accident, \$500,000.00 bodily injury by disease, each employee; and \$500,000.00 bodily injury by disease, policy limit.

B. Commercial General Liability: Coverage shall have minimum limits of \$1,000,000.00 general aggregate, products/completed operations aggregate, personal and advertising liability and each occurrence. This shall include premises and operations, independent contractors, products and completed operations, broad form property damage, XCU coverage, if applicable and contractual liability. The coverage shall be written on an occurrence basis.

C. Business Auto Liability: Coverage shall have minimum limit of \$1,000,000.00 per occurrence, combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles.

D. Professional Liability – If providing professional services such as legal, architectural, engineering, accounting or other service requiring specific licensure, coverage shall have minimum limits of \$1,000,000.00 per occurrence for errors and omissions.

E. Umbrella/Excess Liability: At the option of the contractor, the limits of the primary general liability, auto liability and employers' liability may be less than stipulated herein, with an excess policy providing the additional limits needed. This form of coverage must be approved by the Village and will only be acceptable when both the primary and excess policies include the coverage and endorsements required herein.

### **3. Special Requirements**

A. Current, valid insurance policies meeting the requirements herein identified shall be maintained to be considered an “eligible contractor/service provider.” Renewal certificates shall be sent to the Village prior to any expiration date. There shall also be notification to the Village in the event of cancellation or modification of any stipulated insurance coverage. Certificates of insurance meeting the required insurance provisions shall be forwarded to the Village of Pinehurst, 395 Magnolia Road, Pinehurst, NC 28374 Attn: Risk Manager. It shall be the responsibility of the contractor/service provider to insure that all subcontractors comply with the same insurance requirements that he is required to meet.

B. E-Verify – The contractor and their subcontractors with 25 or more employees in North Carolina as defined in Article 2 of Chapter 64 of the NC General Statutes must comply with E-Verify requirements to contract with the Village. E-Verify is a Federal program operated by the US Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.

#### **4. Hold Harmless**

The contractor/service provider agrees to protect, defend, indemnify and hold the Village of Pinehurst and its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof and caused by the negligence of the contractor/service provider. The contractor/service provider further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if (claims, etc.) is groundless, false or fraudulent.

This memorandum of understanding is considered valid for any and all work completed by the contractor/service provider during the Village of Pinehurst's fiscal year, defined as July 1 to June 30, or at the completion of an ongoing and existing project, whichever comes last.

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Company Name

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Address

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Signature of Company Representative

Date

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Print Representative Name



## **ESSENTIAL COMMUNICATIONS FOR KEY SUPPLIERS**

### **Village of Pinehurst Mission, Vision, and Values**

To achieve the vision of the Village to be a “charming, vibrant community that reflects our rich history and traditions,” the mission of Village employees is to “Promote, enhance, and sustain the quality of life for residents, businesses, and visitors.” Village employees strive to achieve this mission by adhering to a set of core values that are reflected in Village employees’ interactions with customers.

Contractors are an extension of the Village workforce by either providing direct services to Village customers or partnering with Village employees. To ensure residents, businesses, and visitors receive the highest levels of service, the Village expects its contractors to reflect the Village’s core values while performing services under the terms of the contract. The Village of Pinehurst’s Core Values are as follows:

Initiative – the desire and will to identify what needs to be fixed, fix what needs to be fixed, and take leadership when leadership is needed.

Teamwork – the desire and will to selflessly function as part of a high performing whole and to collaboratively work in ways that take full advantage of input from all members of the team.

Service – the desire and will to selflessly meet the needs of those around you: customers, fellow employees, employers, and the community as a whole.

Improvement – the desire and will to learn and grow professionally and to enhance team processes in ways that improve performance, efficiency, or both.

### **Ethical Standards**

As a contractor working on behalf of the Village of Pinehurst, contractors are expected to reflect our ethical standards. The foundation of government depends on public trust and confidence. While performing the terms of the contract, the Village expects contractors to foster public trust by providing quality service and fair dealings that are respectful, impartial, and accountable. Contractors must also avoid any conflicts of interest or appearance of conflicts of interest or use their position or resources for personal gain.

Village employees or their families may not request or accept any kickback, rebate, cash, or anything of value from a Village contractor. These practices are not only unethical, but are in most cases illegal.

Village employees have the right to be free from harassment on the job because of their race, color, sex, religion, gender, national origin, sexual orientation, age, disability, veteran’s status, or other protected class. Harassment of any employee by management, supervisor, or contractor in any form is prohibited. All contractors are expected to abide by these ethical standards of conduct while performing services under contract for the Village of Pinehurst.

**Contract Performance Evaluation**

At least annually, Village staff will evaluate contractor performance under the terms of this contract. This evaluation will assess how well the contractor performed during the contract period in meeting Village contract requirements of: 1) Fair price, 2) Quality of goods and services, and 3) Timely delivery of goods and services.

As a requirement of this contract, contractors are required to periodically meet with Village staff to assess and communicate contractor performance under the terms of the contract, including the aforementioned terms. These meetings may be in person or by telephone and will allow for open two-way communication between the contractor and the Village representative. These meetings are not an opportunity to renegotiate the terms of the contract, but will be focused on the quality and timeliness of the services provided under the contract. These meetings will also provide an opportunity to share innovative ideas for service delivery that may be incorporated into future process improvements at the Village.

Your Village representative will review key contract service delivery performance measures with you during your meetings. If, for any reason, service delivery is below the contracted performance requirements, or if there are other shortcomings related to demonstration of the Village’s values or ethical standards, Village staff will discuss it with you at that time. These meetings will offer both parties an open opportunity to discuss any concerns and to ensure adequate service delivery and identify opportunities for service delivery improvements.

The performance evaluation meeting schedule for this contract is as follows:

Meeting Frequency (Select one):  Quarterly  Semi-Annually  Annually

	Village Representative	Contractor Representative
<b>Name</b>		
<b>Contact Information</b>		

The Village values the services provided under the terms of this contract, values the contractor-Village partnership, and looks forward to working collaboratively throughout the contract period to serve Pinehurst residents, businesses, and visitors.

**Acknowledgment of Receipt**

I hereby acknowledge that I have read, understand, and agree to abide by these contract terms provided above while performing the contract with the Village of Pinehurst.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Signer

\_\_\_\_\_  
Date

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_  
*Name of Contractor*

\_\_\_\_\_  
*Address of Contractor*

a \_\_\_\_\_, hereinafter called Principal, and  
*Corporation/Partnership/Individual*

\_\_\_\_\_  
*Name of Surety*

\_\_\_\_\_  
*Address of Surety*

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_  
*Name of Owner*

\_\_\_\_\_  
*Address of Owner*

hereinafter called OWNER, in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ dollars (\$\_\_\_\_\_)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void: otherwise to remain in full force and effect.

PROVIDED, FURTHER that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied. IN WITNESS WHEREOF, this instrument is executed in counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

By \_\_\_\_\_(s)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Surety

By \_\_\_\_\_  
Attorney-In-Fact

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

NOTE:        Date of BOND must not be prior to date of Contract.    If Principal is Partnership, all partners should execute BOND.

IMPORTANT:    Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.    All Bonds must be redeemable by an Agent located within 100 statutory miles of the Village of Pinehurst.



**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_  
*Name of Contractor*

\_\_\_\_\_  
*Address of Contractor*

a \_\_\_\_\_, hereinafter called Principal and  
Corporation/Partnership/Individual

\_\_\_\_\_  
*Name of Surety*

\_\_\_\_\_  
*Address of Surety*

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_  
*Name of Owner*

\_\_\_\_\_  
*Address of Owner*

hereinafter called OWNER, in the penal sum of \_\_\_\_\_

\_\_\_\_\_ dollars (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void: otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each  
*Number*  
one of which shall be deemed an original, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

By \_\_\_\_\_(s)

(SEAL)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
Witness as to Surety

By \_\_\_\_\_  
Attorney-In-Fact

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

NOTE:           Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located. All Bonds must be redeemable by an Agent located within 100 statutory miles of the Village of Pinehurst.

**POWER OF ATTORNEY**  
**(ATTACH TO THIS SHEET)**

**WORKMEN'S COMPENSATION**

**AND PUBLIC LIABILITY**

**INSURANCE CERTIFICATE**

**(ATTACH TO THIS SHEET)**

## **APPLICATIONS FOR PROGRESS PAYMENT**

When each application for progress payment is made, it must have a minimum of the following information:

1. Village of Pinehurst Cover Sheet as included on page 4.13.
2. Itemized quantity sheet as included on page 4.14.
3. A Certificate of Sales Tax Paid as included on page 4.15. If no sales tax has been paid in the period, then a certificate should be included stating that no sales tax was paid.

**APPLICATION FOR PAYMENT**

SHEET \_\_\_\_ OF \_\_\_\_

Village of Pinehurst, North Carolina

Project FY25 Annual Resurfacing & Improvement Project

Contractor \_\_\_\_\_

Project No. \_\_\_\_\_

Period \_\_\_\_\_

Payment No. \_\_\_\_\_

The undersigned contractor certifies that to the best of his knowledge and belief all items, units, quantities and prices of all work and material indicated on sheet(s) \_\_\_\_\_ of this periodic estimate are correct, that all work has been performed and materials supplied in full accordance with the terms and conditions of the construction contract documents between the undersigned as Contractor and the Village of Pinehurst as Owner, dated \_\_\_\_\_, and all authorized changes thereto: that the following is a true and correct statement of the contract amount up to and including the last day of the period covered by this estimate and that no part of the "Total Amount Due" has been received.

Total amount earned	_____
10% Retainage	_____
Total earned less retained percentage	_____
Total previously approved	_____
Amount Due This Estimate	_____
Unpaid From Previous Estimate	_____
Total Amount Due	_____

The Contractor further certifies that all claims outstanding as of this date against the undersigned as Contractor for labor, materials, and expendable equipment employed in the performance of said contract up to the date of this estimate have been paid in full accordance with the requirements of this contract.

CONTRACTOR \_\_\_\_\_ BY \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

APPROVAL FOR PAYMENT: \_\_\_\_\_

Construction Manager

Village Representative

Mike Apke, PE  
Public Service Director





**CERTIFICATE OF SALES TAX PAID**

ESTIMATE NO. \_\_\_\_\_

PROJECT \_\_\_\_\_

OWNER - VILLAGE OF PINEHURST, NORTH CAROLINA

CONTRACTOR \_\_\_\_\_

FOR PERIOD \_\_\_\_\_ TO \_\_\_\_\_

VENDOR	ADDRESS	INVOICE #	DATE	AMOUNT	NC TAX	COUNTY	COUNTY TAX

I hereby certify that the above listed vendors were paid sales tax upon purchases of building materials during the period covered by this construction estimate, and the property upon which such taxes were paid was or will be used in the performance of this contract. No tax on purchases or rentals of tools and/or equipment is included in the above list. All of the materials listed above became a part of or are annexed in the above referenced construction project.

By \_\_\_\_\_  
*Signature* \_\_\_\_\_  
*Title*

\_\_\_\_\_, being duly sworn, certifies that the foregoing statement of sales taxes paid in connection with the referenced contract is true to the best of his or her knowledge and belief.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

My commission expires \_\_\_\_\_, 20\_\_

## Section 5.00 Asphalt/Concrete

**Note: Asphalt pavements used on this project shall not contain Reclaimed Asphalt Shingles. Contractor shall submit a mix design to the Village representative for review and approval prior to beginning work on this project.**

### 5.01 FULL DEPTH RECLAMATION (FDR)

This item shall consist of constructing a cement stabilized base by pulverizing the existing asphalt, base course stone or soil type base, and subgrade soil (if required) with specialized mixing equipment followed by mixing with Portland cement, and water. The mixed material shall be spread, shaped, and compacted in accordance with these specifications and in conformity to the dimensions and typical cross section shown on the plans.

### 5.02 MATERIALS

PORTLAND CEMENT. Portland cement shall conform to the requirements of ASTM C-150, Type I.

Water shall be clean and free from sewage, oil, acid, strong alkalizes, or vegetable matter. Water of questionable quality shall be tested in accordance with the requirements of AASHTO T 26.

MIXING EQUIPMENT – Equipment used to pulverize the existing asphalt, base course stone, and subgrade soil shall be capable of the following.

- a. Shall be capable of mixing at least 12 inches below existing surface.
- b. The mixing equipment shall be capable of injecting water directly into the mixing drum.
- c. Shall be capable of pulverizing the existing asphalt, base course stone, and subgrade stone to form a homogenous material in which at least 90 percent of the material will pass through a 2-inch sieve and 100 percent of the material will pass through a 3-inch sieve.

COMPACTION EQUIPMENT – Compaction equipment shall consist of vibratory sheep- foot rollers and vibratory smooth drum rollers of sufficient weight and size capable of compacting the mixture at least 12 inches deep.

### 5.03 CEMENT QUANTITY

LABORATORY TESTS. Prior to full depth reclamation, laboratory tests of soils shall be made to determine the quantity of cement required in the mix. Test specimens containing various amounts of cement are to be compacted in accordance with ASTM D 558, and the optimum moisture for each amount of cement is to be determined. The compressive strength of soaked specimens should increase both with age and with increase in cement content. A

minimum compressive strength of 150 psi for residential streets and 200 psi for collector streets and thoroughfares shall be required unless otherwise specified by the Village Representative. All field testing for the full depth reclamation will be performed by an outside firm on behalf of the Village. The firm will be hired by the contractor and paid by the contractor.

#### 5.04 CONSTRUCTION METHODS

WEATHER LIMITATIONS. The full depth reclamation shall not be mixed or placed while the atmospheric temperature is below 35 F (2 C) or when conditions indicate that the temperature may fall below 35 F (2 C) within 24 hours, or when the weather is foggy or rainy, or when the base or subgrade is frozen. The surface must be protected with blankets or other methods if lower temperatures are expected.

EQUIPMENT. The soil-cement may be constructed with any equipment that will meet the requirements for soil pulverization, cement application, mixing, water application, incorporation of materials, compaction, finishing, and curing specified herein. (See Section 2.3) However, a uniform mixture must be achieved.

PREPARATION. The area for placement shall be graded and shaped to conform to the grades and typical cross section shown on the plans.

PULVERIZATION. Pulverization shall be continuing until the mixture meets the minimum grading requirements of Section 2.3.

CEMENT APPLICATION, MIXING, AND SPREADING. Mixing of the reclaimed material (asphalt, base course, soil) and Portland cement may be performed in a single operation. The percentage of moisture in the reclaimed material, at the time of cement application, shall not exceed the quantity that will permit a uniform and intimate mixture of reclaimed material and cement during mixing operations.

Cement shall be spread in a manner which will limit fugitive dust to the immediate site. A fog spray or vacuum system shall be set up to prevent cement dust from traveling off site. Filling of cement spreaders shall be performed with transfer vehicles that will limit fugitive dust to the immediate vicinity of the filling operation. If, in the opinion of the Village Representative, the amount of fugitive dust is excessive, operations will be halted until such time as the fugitive dust can be minimized by fog sprays or vacuum systems.

The specified quantity of cement shall be spread uniformly on the reclaimed material. Cement that has been displaced shall be replaced before mixing is started. After the cement has been applied, it shall be mixed with the soil reclaimed material. Mixing shall continue until the cement has been sufficiently blended with the soil to prevent the formation of cement balls when water is applied. Water shall be added, as required, during the mixing operation to provide a moisture content of +/-2 percent of optimum moisture content of mixture as determined by ASTM D-558.

**COMPACTION.** Immediately upon completion of the mixing operations, the mixture shall be thoroughly compacted. The number, type, and weight of rollers shall be sufficient to compact the mixture to the required density. The field density of the compacted mixture shall be at least 97 percent of the maximum density of laboratory specimens prepared from samples of the cement-treated base material taken from the material in place. The specimens shall be compacted and tested in accordance with ASTM D 558. The in-place field density shall be determined in accordance with ASTM D 1556 or ASTM D-6938. Any mixture that has not been compacted shall not be left undisturbed for more than 30 minutes.

**FINISHING.** Finishing operations shall be completed during daylight hours, and the completed stabilized material shall be formed to the required lines, grades, and cross section. If necessary, the surface shall be lightly scarified to eliminate any imprints made by the compacting or shaping equipment. The surface shall then be recompacted to the required density.

**CONSTRUCTION JOINTS.** At the end of each day's run, a transverse construction joint shall be formed as necessary by a header or by cutting back into the compacted material to form a true vertical face free of loose material. The protection provided for construction joints shall permit the placing, spreading, and compacting of base material without injury to the work previously laid. Where it is necessary to operate or turn any equipment on the completed base course, sufficient protection and cover shall be provided to prevent damage to the finished surface.

**PROTECTION AND CURING.** After the stabilized material has been finished as specified herein, it shall be protected against drying for a period of 5 days. The material may be primed with an approved bituminous material or the contractor may elect to maintain the surface of the stabilized material in a moisture condition throughout the curing period. The curing method shall begin as soon as possible, but no later than 24 hours after the completion of finishing operations.

**MAINTENANCE.** The Contractor shall be required to maintain, at his/her own expense, the entire base course within the limits of his/her contract in a condition satisfactory to the Village Representative from the time he starts work until all the work has been completed. Maintenance shall include immediate repairs of any defects that may occur either before or after the cement is applied. The work shall be done by the Contractor at his/her own expense and repeated as often as necessary to keep the area intact at all times. Repairs shall be made in a manner that will insure restoration of a uniform surface and the durability of the part repaired. Faulty work must be replaced for the full depth of treatment. Any low areas shall be remedied by replacing the material for the full depth of treatment rather than by adding a thin layer of soil-cement to the completed work.

#### 5.05 EXCESS MATERIAL DISPOSAL

Excess material from the stabilization process shall be disposed of as directed by the project Village Representative.

#### 5.06 METHOD OF MEASUREMENT

The quantity of stabilized material to be paid for shall be the number of square yards of completed stabilized material.

Portland cement shall be paid for by the ton.

#### ASTM SPECIFICATIONS & TEST METHODS

ASTM C 136 Sieve or Screen Analysis of Fine and Coarse Aggregate

ASTM D 558 Moisture-Density Relations of Soil-Cement Mixtures

ASTM D 559 Wetting-and-Drying Tests of Compacted Soil-Cement Mixtures

ASTM D 560 Freezing-and-Thawing Tests of Compacted Soil-Cement Mixtures

ASTM D 1556 Test for Density of Soil In-Place by the Sand Cone Method

ASTM D 6938 Density of Soil-Aggregate Mixtures by Nuclear Methods (Direct Transmission)

AASHTO T 26 Quality of Water to be Used in Concrete

ASTM C 150 Portland Cement

#### 5.07 General

The work covered by this section consists of the installation of aggregate base course, asphalt concrete surface course, asphalt concrete binder course, asphalt concrete base course, and asphalt tack coat.

No base material shall be placed on a roadway until the storm sewer, subgrade, utilities and all appurtenances have been inspected and approved by the Inspector.

The 2006 revision of the "Standard Specifications for Roads and Structures" of the North Carolina Department of Transportation shall apply to this project unless otherwise specified or directed by the Village Representative.

Whenever the following terms are used in above said specifications, the intended meaning of such terms shall be as follows:

"State" or "Commission" shall be replaced by "Village of Pinehurst."

"Resident Village Representative" shall be replaced by the word "Village Representative," in which context it shall mean the Village Representative of the Village of Pinehurst or other duly authorized Village Representative or representative acting within the scope of the duties assigned to him or of the

authority given him by the Village Representative.

"Sampling and Testing by Commission" shall be replaced by the words "Sampling and Testing by the Village or its Authorized Testing Agent."

"Inspection by Commission" shall be replaced by "Inspection by Village or its Duly Authorized Representative."

#### 5.08 Aggregate Base Course

This base course shall consist of an approved coarse aggregate produced in accordance with Section 520 in the NCDOT "Standard Specifications for Roads and Structures." All materials, construction requirements and other provisions in Section 520 shall apply. The subgrade for the coarse aggregate base course shall be constructed in accordance with the requirements of these Specifications.

The subgrade shall be thoroughly compacted and constructed to the line, grade, and cross section on the plans or as directed by the Village Representative. Before placing the base course, the subgrade shall be inspected and approved by the Inspector, and backfilling behind the curb shall be complete.

The base course material shall be placed in lifts not to exceed eight (8) inches. Each layer shall be graded to the required section and compacted to at least one hundred percent (100%) of the density as determined by AASHTO T180. The base material shall be compacted at a moisture content which is approximately that required to produce the maximum density.

After final shaping and compacting, the Inspector will check the surface of the base for conformance to grade and typical section. The thickness of the base shall be within a tolerance of plus or minus 1/2 inch of the base thickness required by the plans.

Payment will be made under the contract unit price bid per square yard at the specified thickness for the actual amount of "Aggregate Base Course" used to construct the roadway base to the line, grade, and cross section indicated on the plans. The price of aggregate base course installed under curb and gutter shall be included in the price per linear foot for curb and gutter.

#### 5.09 Asphalt Concrete Surface Course: Type SF9.5 B

The asphalt surface course, Type SF9.5 B (previously Type SF9.5A) shall consist of a mixture of coarse and fine aggregates, asphalt cement, and meet the requirements in Section 610 of the NCDOT "Standard Specifications for Roads and Structures" with the exception that Reclaimed Asphalt Shingles are not allowed.

Before the asphalt surface course is placed on the road, the aggregate base course shall be inspected and approved by the Inspector.

Assure temperature of the mixture immediately prior to discharge from the hauling vehicle is within a tolerance of plus 15 F to minus 25 F of the specified job mix formula temperature. The asphalt course shall then be uniformly spread to minimize segregation of the mix. Immediately after the mixture has been spread, it shall be thoroughly and uniformly compacted. The mixture shall be compacted to a density of at least ninety percent (90.0%) on the SF9.5B mix and ninety-two percent (92.0%) on the I-19.0.

Sections of the newly finished pavement shall be protected from traffic until they have become properly hardened. Finished surfaces of the base shall be checked with a 10-foot straightedge, applied parallel to the center of the pavement, and any places that vary more than one-eighth (1/8) of an inch as measured from the bottom of the straightedge to the finished course shall be corrected.

5.10 Asphalt Concrete Binder Course: Type I-19.0B

The binder course shall be Asphalt Concrete Binder Course, Type I-19.0B and shall conform to the general, material, and construction specifications as specified in Section 610 of the latest edition of the NCDOT "Standard Specifications for Roads and Structures" with the exception that Reclaimed Asphalt Shingles are not allowed.

5.11 Asphalt Concrete Base Course: Type B-25.0

The base course shall be Asphalt Concrete Base Course, Type B-25.0, and shall conform to the general, material, and construction specifications as specified in the Section 610 of the latest edition of the NCDOT "Standard Specifications for Roads and Structures."

5.12 Payment for Asphalt Concretes

Payment of asphalt concrete surface course (Type SF9.5B), binder course (Type I-19.0B), and base course (Type B-25.0) shall be paid at the contract unit price bid per square yard at the thickness designated. The bid price shall be full compensation for all furnishing, mixing, hauling, placing and compacting all materials, and for all labor, equipment and incidentals necessary to complete the work, including traffic control.

If required by the Village, the Contractor shall provide corings and densities along the roadway in accordance with the schedule specified in the latest edition of the NCDOT "Standards and Specifications". All cores shall be taken no later than 3 calendar days following placement of the resurfacing overlay. If a roadway segment does not meet the definition of a "lot", it shall be treated as a separate lot and no roadway segments may be combined to create a full sampling lot, as defined by

NCDOT, for the purpose of minimizing or avoiding the testing requirements. If the Village Representative suspects the thickness of the asphalt concrete to be less than that specified in the Contract Documents, plans, and itemized proposal, the Contractor shall provide additional corings at five-hundred (500) foot intervals or as directed by the Village Representative to determine the thickness in place. These additional corings shall be at the Contractors expense. If the asphalt concrete is found to be thicker than specified, the Contractor shall not be compensated for asphalt concrete placed to a thickness above and beyond the specified thickness. If the asphalt concrete is found to be thinner than specified, the Village Representative shall determine if: 1) more asphalt concrete must be placed to bring the thickness to the specified thickness or 2) the unit price shall be adjusted down to compensate the Owner for material which was not placed. The method of adjustment will be based on the ratio of thickness. installed to the thickness specified.

#### 5.13 Asphalt Tack Coat

The tack coat shall be asphalt or asphalt cement and shall meet the general, material, and construction specifications as specified in Section 605 of the latest edition of the NCDOT "Standard Specifications for Roads and Structures." The tack coat shall be uniformly applied at a rate of three hundredths (0.03) gallons per square yard and shall be applied beneath each layer of asphalt plant mix base or pavement to be placed except where a prime coat has been applied or unless otherwise approved or specified by the Village Representative. There will be no direct payment for the work covered by this section.

#### 5.14 Asphalt Prime Coat

The prime coat shall be asphalt and shall meet the general, material, and construction specifications as specified in Section 600 of the latest edition of the NCDOT "Standard Specifications for Roads and Structures." The prime coat shall be uniformly applied, in accordance with the referenced specifications, on existing non-asphalt base courses prior to placement of asphalt pavement, unless otherwise approved or specified by the Village Representative. There will be no direct payment for the work covered by this section.

#### 5.15 Asphalt Plant Mix

The production, delivery, and placement of all types of asphalt plant mixed bases and surface courses shall conform to Section 610 of the latest edition of the NCDOT "Standard Specifications for Roads and Structures" with the exception that Reclaimed Asphalt Shingles are not allowed. Contractor shall submit a mix design to the Village representative for review and approval prior to beginning work on this project.



## 5.16 Construction Methods

### (A) Subgrade:

1. Preparation of Subgrade: The subgrade shall be shaped to the lines, grades and typical sections established by the Owner. All unsuitable material, boulders and all vegetative matter shall be removed and replaced with suitable material. Suitable material shall come from sources approved by the Owner.
2. Compaction of Subgrade: The top one (1) foot of subgrade and the entire base course shall be compacted to a density of 100 PERCENT maximum dry density as determined by AASHTO method T99. For that portion of fill under roadways and extending beyond the back of curb, compact to a density of NO LESS THAN 95 PERCENT maximum dry density as determined by AASHTO method T99. Backfill material shall be placed in lifts of eight (8) inches or less of compacted soil.

The subgrade shall be compacted at a moisture content which is approximately that required to produce the maximum density indicated by the above test method.

The Contractor shall dry or add moisture to the subgrade when required to provide a uniformly compacted and acceptable subgrade.

### (B) Proofrolling:

1. Equipment: The equipment shall consist of a loaded tandem-axle dump truck or similar pneumatic-tired equipment of a minimum ten (10) ton static weight.
2. Method: After the roadbed has been completed within five hundredths (0.05) feet of final grade, the roadbed shall then be compacted and tested with two (2) or more coverages unless otherwise directed by the Owner, using a heavy pneumatic-tired roller meeting the requirements listed above. Coverage is considered that stage in the rolling procedure when the entire width of the area being proofrolled has been in contact with the pneumatic tires of the roller. The roller shall be operated in a systematic manner so that the number of coverages over all areas to be proofrolled can be readily determined and recorded.

The equipment shall be operated at a speed between two and one-half (2-1/2) and three and one-half (3-1/2) miles per hour. All proofrolling procedures shall be followed to the satisfaction of the Inspector on site during the proofrolling.

3. Corrective Action: If it becomes necessary to take corrective action, such as, but not limited to, underdrain installation, undercut and backfill of unsuitable materials, and aeration of excessively wet material in areas that have been proofrolled, these areas shall be proofrolled again following the completion of the necessary corrections. If the corrections are necessary due to the negligence of the Contractor or weather,

the corrective work and additional proofrolling shall be performed by the Contractor at no cost to the Owner.

- (C) Placement and Compaction of Asphalt Concrete Mixture: The mixture shall be spread by means of a mechanical self-contained, power-propelled paver, capable of spreading the mixtures, without segregation, to the required grade and confine the mixture to true lines without the use of stationary side forms.

The term "screed" includes any "strike-off" device operated by cutting, crowding or other practical action which is effective on the mixtures at workable temperature without tearing, shoving or gouging and which produces a finished surface of the evenness and texture specified.

Longitudinal and transverse joints shall be made in a careful manner. Well-bonded and sealed joints are required. If necessary to obtain this result, joints shall be painted with hot asphalt cement and heated. After the base course mixture has been spread and before roller compaction is started, the surface shall be checked and all flat spots and irregular areas removed and replaced with satisfactory material. Irregularities in grade shall be corrected before compacting. Contact surfaces of headers, curbing, gutters, manholes, etc. shall be painted with approved asphalt cement just before the base mixture is placed against them. All exposed longitudinal edges of the surface course shall be "set up" by tamping with a rake or lute at proper height and level to receive the maximum compression under rolling.

- (D) Protection of Material: The Contractor shall provide and have ready for use at all times enough tarpaulins or covers for use in case of rain, chilly wind, or other delay, for the purpose of covering or protecting any material dumped but not spread.
- (E) Compacting Asphalt Concrete Mixture: After placing, the mixture shall be thoroughly and uniformly compacted with tandem rollers of eight (8) or ten (10) ton model weighing not less than 250 pounds per inch width of roller tread. The number and weight of rollers shall be sufficient to compact the mixture to the required density while it is still in a workable condition.

Each roller shall be operated by a competent, experienced operator and must be kept in continuous operation as nearly as practicable. Rolling shall start longitudinally at the outer edges and proceed toward the center of the pavement, overlapping on successive trips by at least one half (1/2) the width of the roller.

The speed of the roller shall be at all times slow enough to avoid displacement of the hot mixture as a result of reversing. Any displacement shall be immediately corrected. Rolling shall proceed at a rate not in excess of 500 square yards per hour per roller and shall continue until no further visible compaction is obtainable and all roller marks have been eliminated. Rolling shall compact the mixture to at least ninety (90.0%) percent of the rice test on SF9.5B & ninety-two (92.0%) percent of

the rice test on I-19.0.

The asphalt concrete mixture shall have a temperature at the time of delivery of between 275 degrees Fahrenheit and 300 degrees Fahrenheit and shall be rolled with a temperature of not less than 235 degrees Fahrenheit.

Rolling shall be started as soon as the mixture will bear the roller without undue misplacement or hairline cracking. Delays in rolling hand raked mixture will not be tolerated.

To prevent adhesion of the mixture to the roller, the wheels shall be kept moistened with water. Places not accessible to the roller shall be thoroughly compacted with hot tamps.

Asphalt mixture shall not be produced or placed during rainy weather, when the subgrade or base course shows excess moisture, or when the air temperature is less than 40 degrees F. in the shade away from artificial heat, unless otherwise permitted by the Owner. In applications involving less than one inch of asphalt, the temperature shall be at least 50 degrees F. Should rain begin during paving operations, the Owner assumes no responsibility for asphalt left on the trucks at the time that the paving operation is halted.

(F) Compacted Densities:

1. Asphalt Concrete Binder Course: Type I- 19.0B: The asphalt concrete binder course, Type I-19.0, shall be compacted to a density of at least ninety- two percent (92%) of the Rice test.
2. Asphalt Concrete Surface Course: Type SF9.5B: The asphalt concrete surface course, Type SF9.5B shall be compacted to a density of at least ninety percent (90%) of the Rice test.
3. Asphalt Concrete Base Course: Type B-25.0: The asphalt concrete base course, Type B-25.0 shall be compacted to a density of at least ninety-Two percent (92%) of the Rice test.

(G) Plant Tickets: All Plant delivery tickets for asphalt and stone materials used in the project each workday shall be submitted to the Village Representative by the Contractor. Any work and materials covered by tickets not properly submitted ,may, at the election of the Village Representative, be denied for payment. The number of batches and total weight of all loads of mixture shall be recorded in duplicate upon plant ticket forms. With each load delivered to the work, the truck driver shall present one copy of the plant ticket to the Inspector. The driver shall retain one copy for the Contractor. Should the Village Representative decide to provide a plant inspector, he/she shall keep the stub copy. The weights to be included in the

estimate shall be the total of the tickets delivered by the truck driver to the Inspector at the work site. At any time, for the purpose of checking the weighing equipment at the plant, the Owner may direct the Contractor to weigh or cause to be weighed on tested and approved platform scales at the Contractor's expense the contents of any truckload that is to be delivered to the work site.

- (H) Protection of Pavement: When edges are not protected, planks of the same thickness shall be placed adjacent to longitudinal or transverse joints until the surface course is completed. Sections of newly finished pavements shall be protected from traffic until they have become properly hardened by temperature cooling.

#### 5.17 Utility Adjustments

- (A) General: No manholes or water valve boxes shall be raised and left for a period of time greater than fourteen (14) days before the street is resurfaced. Should this period of time be exceeded, all work shall be stopped until the resurfacing of such streets has been completed. All concrete shall conform to appropriate NCDOT specifications for use as proposed. No 'Sakrete' or similar material may be used for structural adjustments. All concrete shall be allowed to cure a minimum of 48 hours prior to placement of any asphalt or other materials on top of the concrete. All raised valve boxes and manholes shall receive a coat of high-visibility traffic orange paint around the vertical face perimeter of the structure. Alternately, the Contractor may request in writing to 'safe up' the manholes and valve boxes by use of plat mix asphalt to provide a ramp around the structure until such time as the adjacent roadway resurfacing is accomplished. No additional payment shall be made for materials and labor used to 'safe up' the structures as required by this article.

Cast iron risers are allowed for adjustment of manholes and water valve boxes.

Adjustment of fire hydrants shall include both horizontal and vertical adjustment to leave existing fire hydrants positioned in accordance with Village of Pinehurst Standards, or as otherwise directed by the Village Representative.

- (B) Payment: Payment for these items shall be at the respective contract unit prices for "Adjust Water Valve Boxes," "Adjust Sewer Manholes" and "Adjust Fire Hydrants" and shall be full compensation for all labor, equipment, materials, and incidentals necessary to complete the work. There shall be no separate compensation for the adjustment of new manholes, water valves, and fire hydrants that are installed as a part of this Contract.

The bid item for Sewer Manhole Lid alternations is included for the replacement of any lids that are not compatible with risers installed to adjust manholes.

Replacement of specific lids shall be approved in advance by the Village Representative.

END OF SECTION 5.00

## SECTION 6.00 CONSTRUCTION TRAFFIC CONTROL

### 6.01 General

The work covered by this section consists of furnishing, erecting, maintaining, relocating, and removing traffic control devices in accordance with the plans, specifications, contract documents, NCDOT "Standard Specifications for Roads and Structures," NCDOT "Roadway Standard Drawings Manual," MUTCD, NCDOT Supplement to the MUTCD, or as directed by the Village Representative. The MUTCD referred to in this provision shall be the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, as prepared by the National Advisory Committee on Uniform Traffic Control Devices, including all standard documents referred to in the second paragraph of Section 1A-7 of the MUTCD. The current edition shall be the edition current on the date of advertisement for the project.

All traffic control devices furnished by the Contractor shall remain the property of the Contractor, unless otherwise specified by the contract. Traffic control devices shall include, but are not limited to signs, drums, barricades, barriers, electronic variable message boards, cones, delineators, flashing arrow panels, temporary guardrails, temporary concrete median barriers, vehicle-mounted temporary impact attenuators, pavement markings, raised reflective pavement markers, flaggers and pilot vehicles.

### 6.02 Materials - General

Unless otherwise required, materials used in the fabrication and installation of construction traffic control devices shall be in accordance with the applicable provisions of the MUTCD. When traffic control devices are no longer required for traffic handling in the initial phase of construction requiring their use, they may be reused at various locations throughout the project provided the device is not defaced, is structurally sound, clean and otherwise conforms to the above requirements.

All enclosed lens (Village Representative's Grade) sheeting required for use on traffic control devices shall have an identification mark on the surface. This mark signifies that the sheeting meets the requirements of Federal Specification L-S-300C for Minimum Reflectivity 1 Sheeting and Tape. The identification mark shall not interfere with the function of the device, but shall be visible both day and under illumination at night without the use of special devices. No work on the project shall start until all the traffic control devices required for the particular work activity are inspected and approved by the Village Representative.

Traffic control devices which do not meet the requirements of this section shall not be used. If a device ceases to meet the requirements of this section during the project, it shall be promptly removed and replaced with a conforming device at no additional compensation. The Village Representative shall have the authority to determine the acceptability of the traffic control devices.

### 6.03 Construction Methods - General

Existing public streets or highways shall be kept open to traffic at all times by the Contractor unless advance permission to close these streets, or portions thereof, is granted by the Village Representative. The Contractor shall provide a minimum of 48 hours notice to the Village Representative prior to closing any street. Failure to provide such notice may result in denial of the request to close a road.

Traffic control devices shall be installed at the inception of construction operations, and shall be properly maintained, relocated as necessary, cleaned, and operated during the time they are in use. They shall remain in place only as long as they are needed and shall be immediately removed thereafter. Where operations are performed in stages, only those devices that apply to the conditions present shall be left in place.

The location, legends, sheeting, dimension, number of supports, and horizontal and vertical placement of warning signs, barricades, and other traffic control devices shall be as required by MUTCD or as directed by the Village Representative. During periods when not warranted, warning signs and other devices shall be removed from the work area, covered with specified material, or otherwise positioned so that they do not convey their message to the traveling public. If covered, the covering material shall be exterior plywood and shall cover the entire face of the sign panel. The covering material shall be installed in such a manner that the sign panel will not be defaced. Non-metal washers or other spacing devices shall be used to keep the plywood covering material from direct contact with the sign panel. Covering material shall be maintained in a neat manner during its use.

Weeds, brush, trees, construction materials, equipment, etc. shall not be allowed to obscure any traffic control device in use. There will be no separate compensation for any trimming or cutting required for this purpose.

Competent and properly trained flaggers, properly attired and equipped, shall be provided when directed by the Village Representative or when the Contractor deems it necessary to safely handle traffic through the construction zone.

The Contractor shall assume full responsibility for the continuous and expeditious maintenance of all construction warning signs, barricades, and other traffic control devices which in the opinion of the Village Representative are damaged by traffic or other means or deteriorated beyond effectiveness. Conditions covered under

maintenance shall include but not be limited to replacement due to loss of reflectivity; replacement of broken supports; plumbing of leaning signs; cleaning of dirty signs, barricades, and other devices; repair of defaced sheeting and legend; and replacement of stolen or vandalized items. All items used for traffic control shall be maintained in a satisfactory condition. Failure to maintain all traffic control devices in a satisfactory condition may be cause for suspension of construction operations until proper traffic control is re-established. No additional compensation or contract time will be awarded for any delays caused by a work stoppage due to improper traffic control by the Contractor.

The Contractor shall submit a Traffic Control Plan, including phasing of the project work, to the Village Representative prior to beginning work. All work shall follow the construction procedure/phasing plan to ensure maintenance of traffic, unless a more workable plan is agreed to by the Village Representative during the execution of the work. The Contractor shall complete each construction phase in the sequence shown (Example: Phase I-A must be completed before I-B).

Work on the project shall not start until all the traffic control devices required for the particular work activity have been inspected and approved by the Village Representative.

The Contractor shall continuously review and maintain all traffic control measures to assure that adequate provisions have been made for the safety of the public and workers.

The Contractor shall furnish a material certification for all new and used reflective sheeting.

- 6.04 Payment for traffic control shall be included in the unit prices on the itemized Proposal Form. No separate payment for traffic control will be made.

END OF SECTION 6.00



## SECTION 7.00 Pavement Markings

### 7.01 General

The work covered by this section consists of installation of reflectorized thermoplastic markings for 4-inch white and yellow line striping, 24-inch white stop bars white cross walks (to match existing), and other miscellaneous striping in accordance with the Village of Pinehurst's Engineering Standards and Specifications Manual and the latest edition of the MUTCD.

### 7.02 Materials - General

Pavement markings shall be made with reflectorized thermoplastic, in the specified color and width as listed above.

### 7.03 Construction Methods - General

Thermoplastic marking material shall be applied by fusing to the pavement surface by application of heat. Materials and application methods shall comply fully with the requirements set forth in the latest edition of the Standard Specifications for Roads & Structures, as published by the NCDOT.

END OF SECTION 7.00

## SECTION 8.00 **E-Verify**

With the final passage of HB786, all municipalities in North Carolina have to meet additional requirements when entering into contracts. Effective immediately, we are only allowed to enter contracts with contractors who comply with North Carolina's E-Verify requirements for private employers. Under these rules, employers are required to verify the work authorization of their employees through the Federal E-Verify program. This means that when we enter into a contract we must obtain assurances from the contractor that they, and any subcontractor that they may use, are in compliance with NC's E-Verify rules (NCGS & 64-25 (5)). If we do not obtain these assurances, the contract is considered void and unenforceable.

The affidavit requires the vendor to state that they understand the E-Verify requirements and that they will ensure compliance by any of their subcontractors. Since the E-Verify requirements only apply to employers with 25 or more employees, the form has a place to capture the company's employee count. We need to get an affidavit from all contractors regardless of the number of employees.