

BID SET NO. _____

**PROJECT MANUAL
FOR THE
MATTHEWS-N. TRADE STREET AND MATTHEWS STATION STREET
RAISED INTERSECTION PROJECT**

**TOWN OF MATTHEWS
PUBLIC WORKS DEPARTMENT
MATTHEWS, NC 28105
Phone: (704) 847-3640
Fax: (704) 845-2488**

May 18, 2020

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NOTICE TO BIDDERS

NOTICE TO BIDDERS

The Town of Matthews will receive bids for the **Matthews-N. Trade Street and Matthews Station Street Raised Intersection Project** until 2:00 PM, on Tuesday, June 2, 2020 in the Public Works Facility main office located at 1600 Tank Town Road, Matthews, NC 28105. **Mailed bids** should be sent to Matthews Police Department, ATTN: Records Dept, 1201 Crews Rd, Matthews NC 28105, **with the exterior of the package clearly labeled, "PROPOSED BID FOR Matthews-N. Trade Street and Matthews Station Street Raised Intersection Project;"** mailed bids shall arrive before the specified time.

Bids are invited on work consisting of, but not limited to grading, roadway reconstruction, decorative pavement, concrete sidewalk, bollards, pavement markings and signage.

Contract documents, including drawings and Technical Specifications, are available online at the Town's Bids and RFPs webpage: <https://matthewsnc.gov/bids.aspx?categoryid=0&id=20694&catid=565>. Questions should be directed to the Town Engineer Susan Habina Woolard, PE, at 704-962-2274 or shwoolard@matthewsnc.gov.

There will not be a formal bid opening. All bidders will be notified of the apparent low bidder via email by 5:00 PM on the day the bids are received. A bid tab will be available upon request after a contract has been awarded to the selected bidder.

All bidders are hereby notified that they must have proper licenses as required by State law at the time of submittal of bids. Bids may be held by the Town of Matthews for a period not to exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the Contract. The Town reserves the right to reject any or all bids and to waive any informality in the bidding.

The Contractor is hereby notified that the Contractor must meet all the terms and conditions related to this project imposed by the administrating agencies, as disclosed in the Project Standard Provisions section of these documents.

The proposal form provided by the Town of Matthews shall be used and shall not be taken apart or altered. All bids must be in an envelope clearly stamped or marked, "PROPOSED BID FOR **Matthews-N. Trade Street and Matthews Station Street Raised Intersection Project**" and arrive prior to 2:00 PM on June 2, 2020.

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, _____
by and between the TOWN OF MATTHEWS, a Municipal Corporation organized and existing
under the laws of the State of North Carolina and hereinafter called "TOWN," and _____
_____ hereinafter called "CONTRACTOR."

WITNESSETH

That for and in consideration of the covenants and agreements herein set forth, the parties hereto mutually promise and agree as follows:

1. Statement of Work

The Contractor shall furnish all supervision, labor, materials, machinery, tools, equipment, and services and perform and complete all work in an efficient and workmanlike manner, and in accordance with the terms of this Agreement, as shall be necessary to complete construction and demolition associated with the **Matthews-N. Trade Street and Matthews Station Street Raised Intersection Project**. The Base Bid will assume a two-staged construction phasing with minimal daily full intersection detour and Alternate #1 will assume a full intersection detour.

2. Contract Sum

The Contract sum of _____
_____ for the Base Bid and _____
_____ for Alternate #1 is hereby established
as determined by the unit prices and/or the lump sum prices bid.

3. Contract Period

The Contract period as defined shall begin no later than fourteen (14) days after award or upon the date specified in a written Notice to Proceed from the Town of Matthews, whichever is sooner. The work is to be diligently prosecuted to completion within sixty (60) calendar days from the start of the contract period. However, should the work or delivery of materials be interrupted or delayed by the Town, the time of completion shall be extended by the amount of time of said delay or interruption. Time extensions shall be permitted in accordance with the Project Standard Provisions.

4. Additional Work

The Town may require the Contractor to furnish materials and to do additional work not provided in the Contract or Specifications, but which may be found necessary to the proper protection and completion of the work embraced in this Contract at prices to be fixed by the prices named in the Proposal, or on material and force account, at actual cost with fifteen percent (15%) added for profit, as specified under General Conditions. But no other work than that included in the Contract shall be done and no additional material shall be furnished by the Contractor without a written order from the Town Engineer. In the absence of such a written order from the Town Engineer, the Contractor shall not be entitled to payment for such additional work. Bills for extra work shall be filed with the Town Engineer within three (3) days after such extra work is completed, in order that the Town Engineer may establish the accuracy of the extra work bills.

5. Terms of Contract: Limitations

The Contractor agrees to receive the prices stated in the Proposal attached, in full compensation for furnishing materials, and for labor in moving materials and executing all the work contemplated and shall be responsible for all loss or damage arising out of the nature of the work aforesaid or from any action of the elements or from any unforeseen obstruction or difficulties which may be encountered in the prosecution and delivery of the same, and for all risks of every nature and description connected with the work and furnishing the materials until their final completion and acceptance; also, for expense incurred by or in consequence of the suspense; also, for expense incurred by or in consequence of the suspense or of the discontinuance of said work and furnishing said materials according to the Plans, Specifications and requirements of the Engineer under them. The Contractor hereby further agrees that the said Town shall be and is hereby authorized to deduct and retain out of the monies which may be due or become due to the Contractor under this Agreement for the non-completion of the work or delivery of materials aforesaid within the time herein before stipulated for completion or within such further time as in accordance with the provisions of this agreement shall be fixed or allowed for such performance and completion, the sum of **three hundred dollars (\$300.00)** per calendar day for each and every day the time employed upon said work or delivery may exceed the time stipulated for such performance and completion. The sum of **three hundred dollars (\$300.00)** per calendar day is hereby fixed in view of the difficulty of estimating such damages, agreed upon, fixed and determined by the parties hereto as the liquidated damages, that the Town will suffer by reason of such default and not by way of penalty, and shall include all the actual and additional expense of the Town and of the Engineer due to the delay. To prevent all dispute and litigation, it is agreed by and between the Town and the Contractor that the Engineer shall in all cases determine the quantity and quality of the several kinds of work and materials which are to be paid for under this Contract and the Engineer shall determine all questions in relation to lines, elevations and dimensions of the work and as to the interpretation of the Plans and Specifications.

6. *Contract Payments*

The Town will make partial payments based on the progress of the work and payment requests submitted by the Contractor. Payment will be made within thirty (30) calendar days after receipt of a correct payment request. An amount equal to five percent (5%) of the total amount due on the estimate will be deducted and retained by the Town until the work has been completed. After the work is started, payment will be made on ninety percent (90%) of the value of materials on hand stored on the project site or in a bonded warehouse. The Engineer may withhold a monthly estimate when the payment will amount to One Thousand Dollars (\$1,000.00) or less.

The Town will require release of all claims for materials or labor furnished for this work prior to the payment of the final estimate. The Contractor shall furnish the Town with a written statement sworn before a Notary Public to the effect that all payments have been made for labor and materials used in this construction and that claims, suits, and proceedings of every name and description against the Town, its officers and agents, have been settled.

7. *Subcontracts*

The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract without prior written approval of the Town Engineer, which approval may be conditioned upon compliance of the subcontractor with all the terms of this Contract relating to the work of such subcontractor.

8. *Permits and Codes*

The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes and, shall, at the Contractor's own expense, secure and pay the fees or charges for all permits required for the performance of the contract work.

9. *Care of Work*

The Contractor shall furnish and erect, at the Contractor's own expense, whatever sidewalks, bridges and culverts, or other work as may be necessary for the protection of the public and for the safe and proper execution of other public utility lines so as not to interfere therewith or damage or cause damage thereto. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor or Subcontractor's fault, omission, or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed hereunder until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Town.

10. Indemnification

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

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

11. Inspection and Supervision

The Town reserves the right to place Inspectors on the work or at the place of shipment or delivery of materials, or at the factory or works of the Contractor to observe the quality of the work done and materials used. The Contractor agrees to afford said Inspectors all proper facilities for carrying out their duties. It is agreed and understood that the Town, through its Engineer, Inspector or other agent, has the right to supervise completion of the work according to the Plans, Specifications, and Contract, and without unnecessary inconvenience to the public, but nothing contained in the Contracts and Specifications shall be taken or understood to authorize such control of the work or delivery of materials as to relieve the Contractor of obligations or as to make the Contractor an agent of the Town. The Contractor is cautioned that neither the Consultant Engineer(s) nor any Inspector has any power to vary the Contract and that any variation from this Contract or Specifications shall be at the Contractor's own risk. Reference is hereby made to Section 105-10 and 105-11 of the NCDOT Standard Specifications regarding *Authority and Duties of the Inspector* and *Inspection of Work*. This Contract is an agreement between the Town of Matthews and the Contractor and its acceptance by the governing body of the Town is a matter of record in the Minutes of the Town Clerk and no person or persons is or are authorized to relax its provisions unless such proposed substitution or variation is brought before the Town Board at a regular meeting open to the public and acted upon favorably by Resolution of the Board and same is spread upon the Minute Book of the Town Clerk.

12. Completion by Town upon Work Abandoned or Termination for Cause

The Contractor further agrees that if the work to be done under this Contract shall be abandoned, or if the Contract shall be assigned by said Contractor otherwise than as herein provided, or if, at any time, the Engineer shall be of the opinion that the work is unnecessarily or unreasonably delayed, or that said Contractor is willfully violating any terms or conditions of this Contract, or is not executing the Contract in good faith, or is not making such progress in the execution of said work as to indicate its completion within the time specified, the Town shall have the right to notify the Contractor to discontinue said work, or such part or parts thereof as said Town may designate, and said Town shall thereupon have the power and the right to employ by Contract or otherwise, and in such manner at such price as it may determine, any persons, and obtain any materials, equipment, and other means of construction which it may deem necessary to complete the work herein described, or such part or parts of it as said Town may have designated; also, the power to use such equipment and materials and means of construction of every description as may be found upon the line of said work, both such as enter into the complete work and such as necessarily used in and about the same and to procure other materials for the completion of said work and for carrying out the terms of this Contract; also to charge the expense of all said superintendence, labor, material, equipment, and other means of construction to the Contractor, and the expense so charged shall be deducted and paid for by the Town out of said monies as may be due or become due at any time thereafter to the Contractor under this Contract, or any part thereof.

In case such expense is less than the sum which would have been payable under this Contract, if the same had been completed by said Contractor, it is agreed that said Contractor shall be entitled to receive the difference; and in case such expense shall exceed the sum which would have been payable under this Contract, if the same had been completed by said Contractor, then said Contractor shall pay the amount of such excess to said Town after notice of the excess so due.

13. Termination for Breach

In the event that any of the provisions of the preceding paragraphs of this Contract are violated by the Contractor or any subcontractor on the work, the Town of Matthews may terminate the Contract by serving written notice upon the Contractor of its intention to terminate said Contract and, unless within ten (10) days after serving of such notice, violating shall cease, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Town may take over the work and prosecute the same to completion or otherwise for the account and at the expense of the Contractor and/or such subcontractor, and the Contractor and the Contractor's sureties shall be liable to the Town for any excess cost occasioned the Town in the event of any such termination, and the Town may take possession of and utilize in completing the work such material, appliance, and plant as may be on the site of the work and necessary there for. This clause shall not be construed to prevent the termination for other causes provided in the Construction Contract.

14. Patents

The Contractor shall be responsible for all fees or claims for any patented invention used by him and shall defend any suit that may be brought against the Town and shall hold said Town harmless for use or infringement of any patented thing or method used in connection with the work herein specified.

15. Contract Read - Copies - Bond and Insurance

It is agreed and understood that the Notice to Bidders, Agreement, Detail Specifications, Project Standard Provisions, Project Special Provisions, the North Carolina Department of Transportation Standard Specifications, Latest Edition, the North Carolina Department of Transportation Roadway Standard Drawings, Latest Edition, any enumerated addenda and all drawings are part and parcel of this Contract to the same extent as if incorporated herein in full.

The Contractor hereby agrees to having read each and every clause of this Contract, to fully understanding the meaning of the same, and to compliance with all its terms. This agreement shall be executed by all parties and then photostatic copies of the agreement will be provided to all parties. Each copy shall contain a copy of the Bonds and Certificates of Insurance.

16. Contract Payment and Performance Bonds

The successful bidder will be required to execute both a payment bond and a performance bond. Bond cost shall be included in the base bid and shall not be a separate pay item. The successful bidder, within 14 calendar days after the notice of award is received, shall provide the Town with a contract payment bond and a contract performance bond each in an amount equal to 100 percent of the amount of the contract. All bonds shall be on bond forms approved for use in North Carolina. The corporate surety furnishing the bonds shall be authorized to do business in the State. The successful bidder's failure to file acceptable bonds within **14 calendar days after the notice of award is received by the bidder** shall be just cause for rescinding the award of the contract.

**ATTACH BONDS AND CERTIFIED COPY OF
POWER OF ATTORNEY TO THIS SHEET**

**ATTACH INSURANCE CERTIFICATES
TO THIS SHEET**

NON-COLLUSION AFFIDAVIT OF CONTRACTOR

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that:

- (1) She/he is _____ of _____, the Contractor that submitted the attached Proposal;
- (2) She/he is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal was genuine and not a collusive or sham Proposal;
- (4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Proposal of any other Bidder, or to fix any overhead, profit or cost element of the bid price, or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Matthews or any person interested in the proposed Contract; and,
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Contractor or any of its agents, representatives, owners, employees or parties in interest including this affiant.

Signature: _____ Title: _____

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

Notary Public My Commission Expires: _____

CERTIFICATE OF INSURANCE

Company: _____ Date: _____

This is to certify to the Town of Matthews that on the above date the following described insurance policies issued by this company are in full force and effect.

Name of Insured: _____ Address: _____

Description of Work & Location: _____

Type of Insurance	Policy No.	Effective Date	Expiration Date	All Limits x 1000		
General Liability <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrences <input type="checkbox"/> Owners & Contractors Protective <input type="checkbox"/> _____ <input type="checkbox"/> _____				General Aggregate	\$	
				Personal & Advertising Injury	\$	
				Products - Comp/Ops Aggregate	\$	
				Each Occurrence	\$	
				Fire Damage (any one fire)	\$	
				Medical Expense (any one person)		
Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Garage Liability						
				CSL	\$	
				Bodily Injury (per person)	\$	
				Bodily Injury (per person)	\$	
				Property Damage	\$	
Excess Liability <input type="checkbox"/> Other Than Umbrella Form					Each Occurrence \$	Aggregate \$
Workman's Compensation and Employer's Liability				Statutory		
				\$		(each accident)
				\$		(disease-policy limit)
				\$		(disease-each employee)
Other The Town of Matthews is to be added as an additional insured as evidenced by the attached endorsement.						

Under General Liability Policy or Policies

- | | | | |
|----|--|-----|----|
| 1. | Is Products-Completed Operations coverage included? | Yes | No |
| 2. | Is Personal Injury (false arrest, libel, wrongful eviction, etc.) included? | Yes | No |
| 3. | Is Broad Form Property Damage coverage provided for on this project? | Yes | No |
| 4. | Is coverage for XC and U hazards included? | Yes | No |
| 5. | Is coverage provided for Contractual Liability (including indemnity provision) assumed by Insured? | Yes | No |

Cancellation/Expiration

The subscribing company hereby agrees that thirty (30) days written notice shall be given, via Registered Mail, to the Town of Matthews Public Works Department before any policy referred to herein is changed or canceled. The subscribing company also agrees that immediate notice shall be given to the Town of Matthews Engineering if any policy is not renewed by the Insured.

Insurance Company Authorized to do Business in North Carolina

Name of Agency

Signature of Authorized Representative

Date

Address of Agency

ATTACH ISO FORM 20 10 (3/97)
[Insurance Endorsement]

TAX STATEMENT AND CERTIFICATION

This is to certify that the foregoing or attached statements is a true and complete statement of all North Carolina and Local Sales or Use Tax paid by the undersigned contractor from _____, 20__ to _____, 20 __ inclusive for the materials and equipment that were or will become a part of the construction of the

(THE FOLLOWING PORTION TO BE FILLED OUT BY GENERAL CONTRACTOR ONLY)

It is further certified that

are all of the sub-contractors that are, or were engaged by this contractor in the performance of this contract and whose tax statements are also enclosed herewith.

“The CONTRACTOR will pay all sales, consumer, use and other similar taxes required by the law of the place where the WORK is performed. The CONTRACTOR shall provide along with each pay request a detailed list of all sales taxes paid along with a copy of all invoices, on forms approved by the OWNER, for all materials incorporated into this project and all consumable materials used in the construction of the PROJECT. The CONTRACTOR shall maintain on file for up to three (3) years a copy of all invoices and the list of sales tax paid on this PROJECT.”

CONTRACTOR OR SUBCONTRACTOR

Sworn and subscribed before me

This _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

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

STATE OF _____

COUNTY OF _____

_____, _____ of
(Name) (Title)

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

1. The undersigned is authorized to execute this Affidavit, Release and Waiver of Claim on behalf of the Contractor and has personal knowledge of all facts set forth herein.
2. This Affidavit, Release and Waiver of Claim is made concerning the construction of the following project:

Matthews-N. Trade Street and Matthews Station Street Raised Intersection Project
3. All payrolls, material bills, sales tax, social security tax, state and federal unemployment insurance, and all liabilities and taxes owed by the Contractor and arising in any manner from the above-described project have been paid in full;
4. No claim or lien exists in favor of any supplier of materials or labor or in favor of any subcontractor furnishing materials or labor on the above-described project;
5. Notwithstanding the foregoing, if the Town of Matthews or property of the Town of Matthews is subject to any claim or lien which arises in any manner from the failure of the Contractor to pay any liability described above, the Contractor will indemnify and hold the Town of Matthews harmless for any amount which the Town of Matthews is required to pay to discharge such lien or settle such claim and further will pay the Town of Matthews's expenses, costs, and attorney fees incurred in connection therewith.
6. All claims, suits, and proceedings of every name, description, or nature arising out of the above project against the Town of Matthews, its officers, employees and agents have been settled;
7. The Contractor releases and waives any and all claims of every type and description which the Contractor may have against the Town of Matthews arising in any manner from the construction of the above-described project.

Contractor Date: _____

Title

Sworn to and subscribed before me this _____
day of _____, 20_____. (Seal)

My Commission Expires: _____

CERTIFICATE OF PROMPT PAYMENT

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of the owner. This clause applies to both DBE and non-DBE subcontractors.

NAME OF BIDDER: _____

BY: _____

TITLE: _____

DATE: _____

PROJECT STANDARD PROVISIONS

PROJECT STANDARD PROVISIONS

1. Scope of Work

All work necessary for the construction of the Matthews-N. Trade Street and Matthews Station Street Raised Intersection Project.

2. Location of the Project

The project is located at the intersection of N. Trade Street at Matthews Station Street, within the Town of Matthews, Mecklenburg County, North Carolina.

3. Date of Availability

The date of availability will be 14 days after award of the project by the Town of Matthews Board of Commissioners. The Contractor may be permitted to begin work on the project prior to this date upon issuance of the Notice to Proceed.

4. Notice to Proceed

A Notice To Proceed will be issued to the Contractor upon receipt of the executed contract, bonds, insurance certificates, receipt of approval by other governmental agencies (if required) and any other documentation required by the Engineer. Any delay in issuance of the Notice to Proceed due to the Contractor's failure to provide the required documentation and consequently not being allowed to begin work on the project will not be sufficient grounds for an extension of the Contract Period.

5. Contract Bonds

Within fourteen (14) days of notification of award of the Contract, the Contractor shall secure and post a Performance Bond and Labor and Materials Payment Bond, each for 100% of the total Contract sum. All such bonds shall be issued by a surety acceptable to the Town. The Town shall be named as the beneficiary. Cash bonds will not be accepted.

6. Contract Period

Award of the Contract shall be made by the Town of Matthews. The Contract Period is sixty (60) calendar days. The Contract period as defined shall begin no later than fourteen (14) days after award or upon the date specified in a written Notice to Proceed from the Town of Matthews, whichever is sooner. The work is to be diligently prosecuted to completion within sixty (60) calendar days from the start of the contract period. The final acceptance date of the Contract Period is the date on which all work set forth in the Contract and work modified by the Engineer is satisfactorily completed. This excludes any observation periods not specifically made a part of the work by the Specifications or Special Provisions. The contractor is advised that the Town of Matthews does not recognize a "Substantial Completion Date" for the Contract and Contract Time will be counted until all work including punch list items of incomplete or nonconforming

work has been corrected to the Engineer's satisfaction. On the final acceptance date, the Town Engineer will issue in writing a directive to the Contractor that all work has been accomplished within the terms of the Contract or as modified to date.

7. Contract Time Extensions

The Contract Time shall be extended in accordance with Section 108 of the North Carolina Department of Transportation *Standard Specifications for Road and Structures*, latest edition.

8. Liquidated Damages

Liquidated damages will be assessed at the rate of **\$300.00 (three hundred dollars)** per calendar day for failure to complete the project within the Contract Period.

9. Standard Specifications - Roadway

The North Carolina Department of Transportation's *Standard Specifications for Roads and Structures*, latest edition, hereinafter referred to as "Standard Specifications" shall apply on all portions of the project unless otherwise specified herein or on the plan sheets. Where Special Provisions refer to particular items, materials, procedures, etc., the appropriate section of the Standard Specifications shall apply. The absence of a description or specification for any item shall automatically refer to the appropriate section of the Standard Specifications.

10. Standard Specifications – Sewer

The *Charlotte-Mecklenburg Utilities Design Manual*, most recent revision, hereinafter referred to as the "Standard Specifications," shall apply on all portions of the project unless otherwise specified herein. Where Special Provisions refer to particular items, materials, procedures, or etc., the appropriate section of the Standard Specifications shall apply. The absence of a description or specification for any item shall automatically refer to the appropriate section of the Standard Specifications.

11. Standard Specifications – Water

The *Charlotte-Mecklenburg Utilities Design Manual*, most recent revision, hereinafter referred to as the "Standard Specifications," shall apply on all portions of the project unless otherwise specified herein. Where Special Provisions refer to particular items, materials, procedures, or etc., the appropriate section of the Standard Specifications shall apply. The absence of a description or specification for any item shall automatically refer to the appropriate section of the Standard Specifications.

12. OSHA Requirements

The Contractor shall comply with OSHA 1926, Subpart P Trenching and Shoring regulations applicable to the work and all other OSHA regulations.

13. Definition of Terms

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

"State" or "Department" shall be replaced by the words "Town of Matthews."

"Engineer" or "Resident Engineer" shall be replaced by the words "Town Engineer or a duly authorized representative."

"Sampling and Testing by Department" shall be replaced by the words "Sampling and Testing by Town or its approved testing agency."

"Inspection by Department" shall be replaced by the words "Inspection by the Town or its duly authorized representative."

"Field Superintendent" – Contractor's job foreman, on-site each day work is prosecuted, directing field crews and coordinating work.

14. Addenda

All Addenda will be e-mailed to all Bidders of Record and will be on file in the Office of the Town Engineer. It shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda whether or not received or acknowledged by the Bidder.

15. Awarding of Contract

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

16. Taxes & Licenses

North Carolina Sales and/or Use Taxes are applicable to purchases of building materials and other tangible personal property by Contractors for use in performing Town Contracts. Use Tax is also due on construction equipment brought into North Carolina for use in the performance of Town Contracts (N.C. Revenue Laws, G.S. 105-164.4 and G.S. 105-164.6). Contractors are liable for payment of applicable privilege licenses (N.C. Revenue Laws, G.S. 105-54). Contractors are also liable for payment of applicable franchise, corporate income, license and withholding taxes (N.C. Revenue Laws, G.S. 105-122, G.S. 105-123, G.S. 105-134 and G.S. 105-163.2).

The CONTRACTOR will pay all sales, consumer, use and other similar taxes required by the law of the place where the WORK is performed. The CONTRACTOR shall provide along with each pay request a detailed list of all sales taxes paid along with a copy of all invoices, on forms approved by the TOWN, for all materials incorporated into this project and all consumable materials used in the construction of the PROJECT. The CONTRACTOR shall maintain on file for up to three (3) years a copy of all invoices and the list of sales tax paid on this PROJECT.

17. Insurance Requirements

The Contractor shall purchase and maintain insurance in the amounts and coverage listed below. The Contractor shall, at the time of execution of the Contract, file with the Owner the Certificate of Insurance contained herein showing proof of coverage as required by this Contract. All certificates supplied in accordance with this provision shall contain a cancellation clause that in the event of a material change or cancellation, thirty (30) calendar days prior written notice shall be given to the Town.

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and, (2) is caused, in whole or in part, directly or indirectly, employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Town (or the Engineer) of any of its agents or employees, by any employee of the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts or other employee benefits acts.

The insurance required by this provision shall be acquired by the Contractor for not less than the limits specified below:

CERTIFICATE OF INSURANCE

Company: _____ Date: _____

This is to certify to the Town of Matthews that on the above date the following described insurance policies issued by this company are in full force and effect.

Name of Insured: _____ Address: _____

Description of Work & Location: _____

Type of Insurance	Policy No.	Effective Date	Expiration Date	All Limits x 1000		
General Liability <input checked="" type="checkbox"/> Commercial General Liability ___ Claims Made ___ Occurrences <input checked="" type="checkbox"/> Owners & Contractors Protective ___ _____				General Aggregate	\$2,000.00	
				Personal & Advertising Injury	\$1,000.00	
				Products - Comp/Ops Aggregate	\$2,000.00	
				Each Occurrence	\$1,000.00	
				Medical Expense (any one person)	\$5.00	
Automobile Liability <input checked="" type="checkbox"/> Any Auto ___ All Owned Autos ___ Scheduled Autos ___ Hired Autos ___ Non-Owned Autos ___ Garage Liability				CSL	\$1,000.00	
				Bodily Injury (per person)	\$	
				Bodily Injury (per person)	\$	
				Property Damage	\$	
					Each Occurrence \$2,000.00	Each Aggregate \$2,000.00
Excess Liability <input checked="" type="checkbox"/> Umbrella ___ Other Than Umbrella Form						
Workman's Compensation and Employer's Liability				Statutory		
				\$100.00		(each accident)
				\$500.00		(disease-policy limit)
				\$100.00		(disease-each employee)
Other						

Under General Liability Policy or Policies

- | | | | |
|----|--|-----|----|
| 1. | Is Products-Completed Operations coverage included? | Yes | No |
| 2. | Is Personal Injury (false arrest, libel, wrongful eviction, etc.) included? | Yes | No |
| 3. | Is Broad Form Property Damage coverage provided for on this project? | Yes | No |
| 4. | Is coverage for XC and U hazards included? | Yes | No |
| 5. | Is coverage provided for Contractual Liability (including indemnity provision) assumed by Insured? | Yes | No |

Cancellation/Expiration

The subscribing company hereby agrees that thirty (30) days written notice shall be given, via Registered Mail, to the Town of Matthews Public Works Department before any policy referred to herein is changed or canceled. The subscribing company also agrees that immediate notice shall be given to the Town of Matthews Engineering if any policy is not renewed by the Insured.

Insurance Company Authorized to do Business in North Carolina

Name of Agency

Signature of Authorized Representative

Date

Address of Agency

18. Contractor's Liability and Other Insurance

The Contractor shall purchase and maintain with a company acceptable to the Town and authorized to do business with the State of North Carolina, such insurance as will protect from claims under Worker's Compensation Laws, Disability Benefit Laws or other similar employee benefit laws from claims for damages because of bodily injury, occupational sickness or disease, or death of employees, and claims insured by usual personal injury liability coverage, from claims for damages because of bodily injury, sickness or disease, or death of any person other than employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom - any or all of which may arise out of or result from the Contractor's operations under the Contract documents, whether such operations be by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for no less than the limits of liability specified below or required by law.

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

Comprehensive General Liability - Bodily injury and property damage liability as shall protect the Contractor and any subcontractor performing work under this Contract from claims of bodily injury or property damage which arise from operations of this Contract whether such operations are performed by the Contractor, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$2,000,000 property damage each occurrence/aggregate of \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this Contract and broad form property damage, explosion, collapse and underground utility damage (XC & U), stating if the policy is written on claims made or occurrence basis.

Worker's Compensation and Employers Liability - Must meet the statutory requirement of the State of North Carolina, in the amount of \$100,000 each accident and disease - each employee and \$500,000 disease policy limit.

Excess Liability – Umbrella form with limits of not less than \$2,000,000 each occurrence/aggregate.

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

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

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

19. Periodic Payments

The Town will make periodic payments based on the progress of the work and the payment request submitted by the Contractor. Payment requests shall be submitted on AIA forms or similar. Payment will be made within thirty (30) calendar days after receipt of a correct payment request.

Partial payment requests submitted shall be accompanied by a North Carolina Local Sale or Use Tax Statement for the prime Contractor and all subcontractors. Payment requests and tax statements shall be submitted on the forms provided by the Town. The tax statement shall show the N.C. Sales Tax, the Mecklenburg County tax, and the tax paid to any other county. It shall also list any payments made directly to the North Carolina Department of Revenue. If no tax has been paid during the pay request period, "NONE" shall be entered on the tax form. Each statement shall be signed by a company officer and certified by a Notary Public.

An amount equal to five percent (5%) of the total amount due on payment requests will be deducted and retained until the work has been completed.

Payment will be made on ninety percent (90%) of materials on hand stored on the project site or in a bonded warehouse. Requests for payment of materials on hand shall be accompanied by the original supplier's invoice and proof of insurance coverage of the storage facility.

20. Pre-Construction Conference

A Pre-Construction Conference will be scheduled as soon as practical after the award of the Contract. The Contractor will be expected to attend the conference along with any anticipated major subcontractors and major material suppliers. A proposed progress schedule in a form satisfactory to the Engineer and a statement of the anticipated monthly progress payments showing the percent of progress each month shall be provided by the Contractor. The Contractor shall also provide at least two (2) local telephone numbers that may be used to contact the Contractor or authorized representative in the event of an emergency after normal business hours. Upon receipt of the required documentation, a Notice to Proceed will be issued by the Engineer.

The Contractor is also required to have the prospective Field Superintendent attend the conference. Should the Field Superintendent change after the Pre-Construction Conference no work shall be allowed to proceed until a site meeting with the Engineer and the new Field Superintendent is completed.

21. Maintenance of the Project

The Contractor's attention is directed to Sections 104-10, 105-13, and 105-16 of the NCDOT Standard Specifications. The Contractor shall conduct operations at all times in such a manner as to provide the least amount of inconvenience to the area residents and the traveling public. Strict compliance to these sections will be enforced by the Engineer.

22. Materials and Equipment Storage

The Contractor shall be responsible for locating and providing storage areas for construction materials and equipment. The material and equipment storage shall comply with all local and state ordinances throughout the construction period. The Contractor shall restore the storage area to its original condition upon completion of the project. Such restoration shall be at the Contractor's expense.

The Contractor shall be responsible for the safeguarding of materials and equipment against fire, theft and vandalism and shall not hold the Town responsible in any way for occurrences of same.

23. Restoration

All private and public property disturbed in the process of project construction shall be restored to the condition existing prior to construction.

24. Guarantee

The Contractor shall guarantee all materials and workmanship for a period of one (1) year from the date of acceptance by the Town and shall replace any portions that fail because of faulty materials or workmanship at the Contractor's expense. A six (6) month and eleven (11) month inspection will be held during the warranty period. The Contractor shall immediately repair all defective items upon notification. Items repaired under the provisions shall have an extended warranty period of twelve (12) months of repair of the item.

25. Subsurface Investigation

The Contractor shall make subsurface investigations. Any information obtained by the Town as a result of its own subsurface investigations will be made available upon request. This information (when available) is provided for informational purposes only and shall not relieve the Contractor of making investigations. The Contractor shall obtain all necessary permits prior to making any streets cuts on existing streets.

26. Dust Control

The Contractor shall control the dust throughout the construction of the project. This may be accomplished by the use of either water or dust control materials such as calcium chloride, sodium chloride, or peanut oil, as directed by the Engineer. No direct payment will be made for the control of dust, but the cost of same shall be included in the unit prices bid on the various items in the Contract.

27. *Blasting*

All blasting operations shall be conducted in strict accordance with existing ordinances and regulations relative to storage and use of explosives. Blasting shall be done only by experienced personnel and extreme care and caution shall be exercised to prevent injury to persons or damage to any pipe, mains, wires, drains, buildings, railroad tracks, or other property above or below the surface of the ground. In all cases, rock being blasted shall be covered with a wire rope mat or other approved material so as to contain all rock within the trench or work areas. The Contractor shall be held strictly responsible for any injury to persons or damage to public or private property. The Contractor shall obtain all necessary permits and give all necessary notices prior to conducting any blasting operations.

28. *Hazardous Materials*

If the Contractor encounters any materials considered or suspected of being hazardous, the Contractor shall immediately secure the area and contact the Engineer for further instructions.

29. *Grading Around Utility Poles and Guy Wires*

The Contractor will be required to grade around utility poles and guy wires which may be left in place within the construction limits of the project and where the poles remain in their present position on the outer edge of fills, to place such fills without disturbing the poles with grading equipment.

30. *Existing Utilities*

The owners of utilities in this project are, but are not limited to:

Gas- Piedmont Natural Gas
Water- Charlotte Water
Sanitary Sewer- Charlotte Water
Electrical- Duke Energy
Communications- Windstream, Spirit, AT&T, Spectrum, Level 3, MCI Metro

The Contractor shall adhere to the provisions of *Underground Utility Safety and Damage Protection Act, NCGS 87-115 through NCGS 87-130*. To assist the Contractor and utility owners in meeting the requirements of this law, there is a "one call system" called "NC811." Most major utilities with underground facilities in the State subscribe to this service. For calls originating within North Carolina, the telephone number is 811. For calls originating outside North Carolina, the number is 1-800-632-4949. Charlotte Water's (formally CMUD) telephone number is 311 within Mecklenburg County. The Contractor shall include the cost of any coordination and cooperation of utilities in the bid. No additional compensation shall be allowed for delays or inconveniences sustained by the Contractor due to utility relocation or adjustments. No additional payment will be made for re-mobilization required by the utility's failure to relocate utility at the request of the Contractor.

When the Contractor's controlling operations are halted due to the failure of a utility owner to relocate or adjust a utility after being properly notified by the Contractor, the Contract Period will be extended by the amount of time the Contractor's controlling operations have been delayed while awaiting the relocation or adjustment.

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

There is one pole on this project that needs to be moved. Contractor will coordinate with the utilities on the pole relocations.

31. Tree Protection

In order to give existing trees a good chance of survival, their root systems, must be protected during all phases of construction. All tree protection and related work shall be in accordance with the Plans and Specifications and/or as directed by the Engineer.

There will be no separate measurement or payment for this work.

32. Sawing Existing Pavement

Where pavement is to be removed, the Contractor shall provide a neat edge along the pavement being retained by sawing the pavement a minimum of one third its depth and its full width before breaking adjacent pavement away.

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

33. Concrete

A. Compressive Strength.

All concrete used in the construction of this project shall be 3600 PSI strength at twenty-eight (28) days, unless otherwise specified. No adjustment will be allowed for the required use of high-early strength concrete.

When the Contractor is requested to use high-early strength concrete in certain areas, the Contractor must furnish a copy of the delivery ticket to the project inspector prior to allowing traffic to proceed across the item in question before the required seven-day curing period.

Concrete cylinders shall be prepared by the Town's representative. It shall be the responsibility of the Contractor to protect the cylinders until such time as they are taken by Town Personnel, or their

representative for testing. All testing of concrete cylinders shall be done by the Town's representative at the Town's expense.

B. Slump.

The maximum slump of the concrete used on the project shall be as defined in Section 1000 of the NCDOT Standard Specifications. The sample taken for determination of slump will be obtained immediately prior to the concrete being discharged onto the project. Concrete failing to meet requirements for slump will be subject to rejection.

C. Air Content.

The air content of the concrete used on this project shall be as defined in Section 1000 of the NCDOT Standard Specifications. The sample taken for the determination of air content will be obtained immediately prior to the concrete being discharged onto the project. Concrete failing to meet specification requirements for air content will be subject to rejection.

D. Acceptance and Testing Standards.

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

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

E. Concrete Finishes.

The type of finish required will be as required by the section of specifications directly applicable to the work being constructed. All exposed surfaces of retaining walls, structures, etc., shall be given a Class 2 finish as described by Section 420-19 (f) of the NCDOT Standard Specifications unless indicated otherwise in the plans.

F. Compressive Strength Quality Assurance for Incidental Concrete.

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

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

Concrete will be tested and accepted with respect to compressive strength on the basis of the average test results of concrete test cylinders. It shall be the responsibility of the Contractor to adequately protect test cylinders until such time as they are taken for curing and testing. Should the cylinders be damaged before they are taken by the Town or their representatives, the Contractor shall be responsible, without compensation, for the costs associated with coring and patching the structure from which the concrete used in the cylinders were made.

If the average strength of concrete cylinder test results fail to attain the specified minimum compressive strength at twenty-eight (28) days but meets or exceeds 70% of the minimum compressive strength, the Engineer will have the option of instructing the Contractor to replace all concrete represented by those cylinders with concrete meeting specifications or of allowing the concrete to remain in place at a reduced contract price. The Contract Unit Price for such concrete left in place shall be reduced by the following formula:

$$\text{Reduced Unit Price} = \frac{\text{Contract Unit Price} \times \text{Average Strength of Test Cylinders at 28 days}}{\text{Specified Minimum Compressive Strength}}$$

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

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

34. *Quality Control Services*

- A. Contractor Responsibilities: Contractor shall be responsible for quality control inspection to insure that the quality of means and methods of construction will produce the specified quality of work. There will be no separate payment for this item. Copies of all test results will be provided to the Town at no additional cost.
- B. Owner Responsibilities: The owner will provide quality assurance and engage and pay for the services of an independent agency to perform inspections and test of materials for quality assurance.
- C. Retest Responsibilities: Where results of required inspections, test, or similar services prove unsatisfactorily, then retests are the responsibility of the Contractor. Said costs for quality assurance retests shall be deducted from monies due the Contractor on the next monthly pay request.

35. *Quantity Tickets*

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

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

36. *Price Adjustment - Asphalt Cement for Plant Mix*

No provision for price adjustment due to variations in the average terminal F.O.B. selling price of asphalt is included in this Contract.

37. *Plans and Specifications Provided*

The Contractor will be provided with two (2) sets of plans and specifications – one full size 22x34 and one half-size 11x17. Additional sets may be obtained at the cost of printing.

38. *Project Closeout Documents*

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

1. Consent of Surety to Final Payment
2. Contractor's Release and Wavier of Claim

3. North Carolina and County Sales or Use Tax Statements and Certifications
4. Affidavit of Payment
5. MBE Documentation for Contract Payments

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

39. Disadvantaged Business Enterprise

POLICY

It is the policy of the Town of Matthews that Disadvantaged Business Enterprises shall have the opportunity to participate in the performance of contracts finance by the Town.

OBLIGATION

The contractor, subcontractor, and sub-recipient shall not discriminate on the basis of race, color, national origin, creed, or gender in the performance of this contract. The contractor shall carry out the applicable requirements of 49 CFR 26 in the award and administration of Town contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Town deems necessary.

GOALS

The following goal for participation by Disadvantaged Business Enterprise (DBE) is the minimum established by the Town of Matthews and shall be used for this contract:

Disadvantaged Business Enterprises: 10.0%

The Contractor shall exercise all necessary and reasonable steps to ensure that Disadvantaged Business Enterprises participate in at least the percent of the contract as set forth.

BID FORM

BID FORM

PROPOSAL SHEET

To the Town Engineer, Matthews Public Works Department, 1600 Tank Town Road, Matthews, North Carolina 28105.

The following documents are attached to and made a part of this Bid:

1. Non-collusion Affidavit
2. Certificate of Insurance
3. Tax Statement and Certification
4. Contractor's Affidavit
5. Release and Waiver of Claim
6. Certificate of Prompt Payment

The undersigned, having carefully examined the site and familiarized (themselves, itself) with the existing conditions on the project area affecting the cost of the work, and with the Contract documents, which includes Notice to Bidders, the form of Proposal, form of Contract (Agreement), form of Non-collusion Affidavit, Addenda (if any), General Specifications, Project Special Provisions (to include the required insurance limits and Technical Specifications), and form of Surety Bonds and plans, details, drawings, as prepared by the Office of the Town Engineer and on file in the Office of the Town Engineer, hereby proposes to furnish all supervision, labor, equipment, materials and services, including all utility and transportation services required to construct and complete the **Matthews-N. Trade Street and Matthews Station Street Raised Intersection Project**, all in accordance with the above-listed documents at and for the Contract lump-sum bid as determined by the unit prices for the items and estimated quantities listed on the itemized proposal for said project.

See attached estimated quantities in the Itemized Proposal sheet for reference. These quantities are provided solely for the purpose of illustrating the work shown in the construction plans. While every effort was made to provide accurate information, contractors shall not base bids on these estimated quantities as there is no guarantee made for accuracy. Contractors must visit the work areas and reference the construction plans and specifications to determine actual quantities for use in calculating the LUMP SUM BID amount. Change orders for additional materials to complete the work shown in the bid documents will not be approved as this project is lump sum guaranteed maximum price.

Section Numbers refer to the appropriate section of *the Standard Specifications for Roads and Structures*, current edition of the North Carolina State Highway Department, detail from NCDENR, or the appropriate detail from the *Mecklenburg County Land Development Standards*, latest edition, as applicable. SP refers to the appropriate section of the Special Provisions. All item prices shall include the costs to install the item at the beginning of the appropriate work period, maintain and refresh the item as needed during the work period, and remove the item, when appropriate, at the completion of the work period.

ITEMIZED PROPOSAL

MATTHEWS-N. TRADE STREET AND MATTHEWS STATION STREET RAISED
INTERSECTION

PROJECT:

BASE BID: TWO-STAGED CONSTRUCTION PHASING WITH MINIMAL DAILY FULL INTERSECTION DETOUR

Item No.	Desc. No.	Sect. No.	Item Description	Quantity and Unit		Unit Price	Amount
ROADWAY ITEMS							
1	0000100000-N	800	MOBILIZATION	1	LS		
2	0000400000-N	801	CONSTRUCTION SURVEYING	1	LS		
3	0043000000-N	226	GRADING	1	LS		
4	0366000000-E	310	15" RC PIPE CULVERTS, CLASS III	61	LF		
5	1297000000-E	607	MILLING ASPHALT PAVEMENT, VARIABLE DEPTH	100	SY		
6	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	80	TON		
7	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	80	TON		
8	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	10	TON		
9	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	1	EA		
10	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE E	1	EA		
11	2535000000-E	846	6"X 12" CONCRETE CURB	370	LF		
12	2591000000-E	848	4" CONCRETE SIDEWALK	180	SY		
13	2605000000-N	848	CONCRETE CURB RAMP	1	EA		
14	2612000000-E	848	6" CONCRETE DRIVEWAY	100	SY		
15	2738100000-E	SP-1	GENERIC PAVING ITEM APPLIED SYNTHETIC SURFACE TREATMENT	4510	SF		
16	2760000000-N	848	GENERIC PAVING ITEM DETECTABLE WARNING SURFACE	4	EA		
17	2800000000-N	858	ADJUSTMENT OF CATCH BASINS	1	EA		
18	2830000000-N	858	ADJUSTMENT OF MANHOLES	1	EA		
19	2845000000-N	858	ADJUSTMENT OF METER BOXES OR VALVE BOXES	3	EA		
20	3435000000-E	SP-2	GENERIC GUARDRAIL ITEM BOLLARD	27	EA		
21	4025000000-E	901	SIGN CONTRACTOR FURNISHED, TYPE E	30	SF		
22	4102000000-N	904	SIGN ERECTION, TYPE E	3	EA		
23	4238000000-N	907	DISPOSAL OF SIGN, D, E OR F	3	EA		
24	4360000000-N	904	GENERIC SIGNING ITEM SIGN ERECTION, RELOCATE DECORATIVE WAYFINDING SIGN	1	EA		
25	4457000000-N	SP-3	TEMPORARY TRAFFIC CONTROL	1	LS		

26	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	85	LF		
27	4710000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 120 MILS)	220	LF		
28	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	8	EA		
29	6012000000-E	1610	SEDIMENT CONTROL STONE	10	TON		
30	6042000000-E	1632	1/4" HARDWARE CLOTH	85	LF		
31	6084000000-E	1660	SEEDING & MULCHING	0.05	ACR		

LUMP SUM BID \$ _____

ITEMIZED PROPOSAL

MATTHEWS-N. TRADE STREET AND MATTHEWS STATION STREET RAISED
INTERSECTION

PROJECT:

ALTERNATE #1: FULL INTERSECTION DETOUR

Item No.	Desc. No.	Sect. No.	Item Description	Quantity and Unit		Unit Price	Amount
ROADWAY ITEMS							
1	0000100000-N	800	MOBILIZATION	1	LS		
2	0000400000-N	801	CONSTRUCTION SURVEYING	1	LS		
3	0043000000-N	226	GRADING	1	LS		
4	0366000000-E	310	15" RC PIPE CULVERTS, CLASS III	61	LF		
5	1297000000-E	607	MILLING ASPHALT PAVEMENT, VARIABLE DEPTH	100	SY		
6	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	80	TON		
7	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	80	TON		
8	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	10	TON		
9	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	1	EA		
10	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE E	1	EA		
11	2535000000-E	846	6"X 12" CONCRETE CURB	370	LF		
12	2591000000-E	848	4" CONCRETE SIDEWALK	180	SY		
13	2605000000-N	848	CONCRETE CURB RAMP	1	EA		
14	2612000000-E	848	6" CONCRETE DRIVEWAY	100	SY		
15	2738100000-E	SP-1	GENERIC PAVING ITEM APPLIED SYNTHETIC SURFACE TREATMENT	4510	SF		
16	2760000000-N	848	GENERIC PAVING ITEM DETECTABLE WARNING SURFACE	4	EA		
17	2800000000-N	858	ADJUSTMENT OF CATCH BASINS	1	EA		
18	2830000000-N	858	ADJUSTMENT OF MANHOLES	1	EA		
19	2845000000-N	858	ADJUSTMENT OF METER BOXES OR VALVE BOXES	3	EA		
20	3435000000-E	SP-2	GENERIC GUARDRAIL ITEM BOLLARD	27	EA		
21	4025000000-E	901	SIGN CONTRACTOR FURNISHED, TYPE E	30	SF		
22	4102000000-N	904	SIGN ERECTION, TYPE E	3	EA		
23	4238000000-N	907	DISPOSAL OF SIGN, D, E OR F	3	EA		
24	4360000000-N	904	GENERIC SIGNING ITEM SIGN ERECTION, RELOCATE DECORATIVE WAYFINDING SIGN	1	EA		
25	4457000000-N	SP-3	TEMPORARY TRAFFIC CONTROL	1	LS		

26	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	85	LF		
27	4710000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 120 MILS)	220	LF		
28	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	8	EA		
29	6012000000-E	1610	SEDIMENT CONTROL STONE	10	TON		
30	6042000000-E	1632	1/4" HARDWARE CLOTH	85	LF		
31	6084000000-E	1660	SEEDING & MULCHING	0.05	ACR		

LUMP SUM BID \$ _____

Signature Sheet

Prior to submitting this proposal, each Bidder shall visit the project site and be thoroughly familiar with all existing conditions that will affect the work. Site visits shall be coordinated with the Town of Matthews Public Works Department by contacting Susan Habina Woolard, PE, Town Engineer at (704) 708-1243.

The foregoing quantities are considered to be approximate only and are given as the basis for comparison of bids. The Contractor shall make an estimate of the quantities of materials to be used in this work and shall use those quantities in the line-item amount and final **Lump-Sum Bid**. Unit prices are to be used for new work or modifications to proposed work only. The Town of Matthews may increase or decrease the amount of any item or portion of items as may be deemed necessary or expedient.

An increase or decrease in the quantity for any item will not be regarded as sufficient grounds for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for in the Contract.

SIGNATURE OF BIDDER

Name of Firm: _____
(Print or Type)

Signature of Bidder: _____ (SEAL)

ATTEST

(Secretary, if Corporation)

Address of Bidder: _____
(Print or Type) _____

ACKNOWLEDGEMENT OF ADDENDA:

No.: _____ Date: _____
No.: _____ Date: _____
No.: _____ Date: _____

***CONTRACT SPECIAL
PROVISIONS***

CONTRACT SPECIAL PROVISIONS

SP-1. Applied Synthetic Surface Treatment

DESCRIPTION

The work under this item shall consist of preparing pavement surface and installation of Applied Synthetic Surface Treatment in accordance with manufacturer's specifications and the following.

MATERIALS

The products used in this surfacing system shall meet the material specifications and conform to the minimum following physical and performance properties: hot-applied resin-based compound developed specifically for use on asphalt or cement concrete, with superior adhesion, flexibility and abrasion resistance characteristics, as well as color stability, chemical resistance and scrub ability.

Applied Synthetic Surface Treatment:

Color shall be "Brick Red".

The material to be utilized in the Applied Synthetic Surface Treatment shall conform to the following physical properties.

GRADE	45	60
	light/medium traffic	heavy traffic
Average Temp. Range	25 - 113 degrees F	25 - 140 degrees F
Wheel Tracking @ 113 F	less than 1 mm/hr	less than 1 mm/ hr
Wheel Tracking @ 140 F	N/A	less than 5 mm/hr
Density	2.12	2.12
Cone Flow Test (5 hrs. @ 194 F)	15% maximum	15% maximum
Plane Test (5 hrs. @ 194 F)	5% maximum	5% maximum
Indent @ 104 F	25 dmm maximum	50 dmm maximum
Indent @ 122 F	N/A	75 dmm maximum
Ash Content	90% maximum	90% maximum
Skid Resistance Value	55 - 70	55 - 70

Equipment Required:

Contractor must possess and be familiar with the specialized machinery necessary to perform the procedures as outlined and contained within this technical specification package, including, but

not limited to, appropriate trucks, compressors, miscellaneous asphalt equipment, dispensers, applicators, cutters and/or specialized tools etc.

INSTALLATION

Preparation of Asphalt Surface

For proposed pavement surfaces, prior to installing Applied Synthetic Surface Treatment material in the Applied Synthetic Surface Treatment area, the Contractor shall install Asphalt Concrete material to a depth 0.75 inches below proposed finished grade immediately below the proposed Applied Synthetic Surface Treatment as indicated on the Plans.

Installation of Applied Synthetic Surface Treatment

The Contractor shall be responsible for the preparation, placement and patterning of Applied Synthetic Surface Treatment. This synthetic paving material shall be composed of a hot-applied, resin-based compound formulated with a color stable pigment throughout that can be surface textured to simulate a running bond brick pattern.

The Contractor must be a manufacturer authorized applicator, experienced with this specialized system, satisfactory to the Owner.

Using manufacturer prescribed methods and equipment, the Contractor shall adequately heat and uniformly mix the material(s) together. The Owner will select the application color(s) from the available pigments supplied by the manufacturer. Maximum heating temperature of the completed formulation is 440 degrees Fahrenheit.

The Contractor shall then apply the heated, mixed material to the surface of the hardened, structurally sound, asphalt pavement, as directed. The material shall be spread and leveled to the desired build thickness of 0.75 inches, using manufacturer's specialized ironing tools, heated sufficiently to smooth the surface to a state of readiness for texturizing. No material shall be applied when precipitation is present.

A 3 foot by 3 foot “mock up” shall be constructed for review and approval by the Town and the Engineer. Cost for constructing the “mock up” shall be included in the contractor's estimate.

Texturizing will begin immediately after leveling has occurred, while the material is still hot enough to allow the mold selected, to adequately penetrate the surface and create the desired pattern or form.

Once the finished surface has cooled sufficiently, the application area may be opened to vehicular and/or pedestrian traffic.

Any residue resulting from this work shall be removed and disposed of in a proper manner off site. The completed work area shall be left in a neat and clean condition, satisfactory to the Owner.

Special care must be exercised by the Contractor during the operation of work to save from harm and injury, any structure, public or private, situated above or below the surface and lying within the scope of the project. If during the execution of the work, the Contractor, through willfulness or carelessness, permits or causes any damage, the cost of satisfactory repair or replacement shall be the financial responsibility of the Contractor.

MEASUREMENT

Applied Synthetic Surface Treatment shall be measured for payment by the square foot of surface, complete in place.

PAYMENT

Applied Synthetic Surface Treatment will be paid for at the Contract unit bid price per square foot, which price shall include all labor, material, tools and equipment, and all incidental cost required to complete the work.

No separate payment will be made for milling plane or sawcut but all costs in connection therewith shall be included in the contract square foot price.

SP-2. Bollard

DESCRIPTION

Bollard are to be provided and installed by the contractor.

MATERIALS AND CONSTRUCTION METHODS

All installations will be per the manufacturer specifications and details as shown in the plan set. Bollard and appurtenances shall be black unless otherwise approved by the Town.

MEASUREMENT

All bollards will be measured by counting the number of each type of bollard.

PAYMENT

Payment will be made at the contract unit price per each for bollard. Such prices and payment will be considered full compensation for providing all materials, tools, labor, and equipment.

SP-3. Traffic Control

Maintenance of Traffic: The Contractor shall maintain traffic on N. Trade Street and Matthews Station Street as shown on the Traffic Management Plans. Any deviation from the Traffic Management Plans shall be approved by the Town of Matthews at least 48 hours prior notice and subject to the approval of the Engineer.

Traffic Control Signs: The Contractor shall furnish, erect, operate, relocate, maintain, and remove all traffic control devices necessary for controlling traffic in accordance with the plans and specifications except for the regulatory traffic control signs.

The Contractor is responsible for maintaining traffic within the various work areas.

Payment: Payment shall be made at the contract lump sum price for Traffic Control. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.