

TOWN OF HILLSBOROUGH

**PUBLIC WORKS DIVISION**

**CONTRACT PROPOSAL**



TOWN OF  
HILLSBOROUGH

**PROJECT NUMBER: 2026 Town of Hillsborough Resurfacing**

**STREET RESURFACING:**

**DESCRIPTION:** Town of Hillsborough 2026 Pavement Resurfacing, 1-1/4" Resurfacing, Milling, S9.5B Surface Course, Asphalt Patching, Utility Adjustments, and Traffic Control.

**PUBLIC BID OPENING:** March 12, 2026

**NOTICE:**

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$50,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD OR SBE PROJECT. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

---

NAME OF BIDDER

N.C. CONTRACTOR'S LICENSE NUMBER

---

ADDRESS OF BIDDER

**RETURN BIDS TO:** Volkert, Inc.  
Attention: Delbert Roddenberry, PE  
5430 Wade Park Blvd, Suite 410  
Raleigh, NC 27607

# **INSTRUCTIONS TO BIDDERS**

## **PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.**

**All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.**

1. The bid sheet furnished by T.O.H. with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
  - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
  - b. Name and signature of individual or representative submitting bid and position or title.
  - c. Name, signature, and position or title of witness.
  - d. Federal Identification Number (or Social Security Number of Individual)
  - e. Contractor's License Number (if Applicable)
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE PROPOSAL WITH THE BID SHEET STILL ATTACHED MAY BE EMAILED TO [Delbert.Roddenberry@volkert.com](mailto:Delbert.Roddenberry@volkert.com) or BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN VOLKERT'S OFFICE BY;**  
**TIME: 2:00 PM**  
**DATE: March 12, 2026**
12. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**Volkert, Inc.  
Attention: Delbert Roddenberry, PE  
5430 Wade Park Blvd, Suite 410  
Raleigh, NC 27607**

## **AWARD OF CONTRACT**

**The award of the contract, if it be awarded, will be made to the lowest responsible Bidder in accordance with Section 102 (*excluding 102-2 and 102-11*) of the NCDOT Standard Specifications for Roads and Structures 2024. The lowest responsible BIDDER will be notified that his bid has been accepted and that he has been awarded the contract. The Town of Hillsborough reserves the right to reject any or all bids.**

## TABLE OF CONTENTS

<u>Section</u>	<u>Page #</u>
ADVERTISEMENT FOR BID	1
INFORMATION FOR BIDDERS	2 - 3
BID DOCUMENTS	4 - 5
BID FORM	6 - 7
LIST OF SUBCONTRACTORS	8
PERFORMANCE BOND	9-10
PAYMENT BOND	11-12
CONSTRUCTION CONTRACT	13-17
GENERAL PROVISIONS	18-21
PROJECT SPECIAL PROVISIONS	22-35
E-VERIFY FORM	36
CONTRACTOR COMPLIANCE AGREEMENT	37
W-9 FORM	38
M/WBE AFFIDAVITS	39-41
LOCATION MAP	S-1
TYPICAL SECTIONS	D-1 – D4
SUMMARY OF QUANTITIES	D-5
PATCHING AND MANHOLE DETAILS	D-6
INCIDENTIAL MILLING DETAILS	D-7

## Advertisement for Bids

Sealed bids will be received until 2:00 p.m., EST March 12, 2026, by Volkert, Inc for the 1 1/4" Resurfacing of the Town Streets identified in this Proposal.

The required Bid Documents may be mailed or hand delivered to the address listed below before March 12, 2026 at 2:00 PM. Electronic copies of completed Bid documents may be emailed to [Delbert.Roddenberry@volkert.com](mailto:Delbert.Roddenberry@volkert.com) before March 12, 2026 at 2:00 PM. Upon request 2 copies of the original documents will need to be submitted to the address listed below by the end of the following business day.

Because of the nature of the work involved and in order for all prospective bidders to have extensive knowledge of the project, an open, virtual Pre-Bid Conference will be held for all interested parties on Thursday, February 26, 2026, at **11:00 am**.

### [Join the meeting now](#)

Meeting ID: 239 325 913 867 90

Passcode: bW9D8iN6

The Pre-Bid Conference will include a thorough discussion of the project specific questions, Issues, bidding procedures, contract pay items, special provisions, etc. **This is not a mandatory Pre-bid conference however all potential bidders are strongly encouraged to attend.**

**All Requests for Information shall be emailed to Delbert Roddenberry before the end of business on March 3, 2026. ([Delbert.Roddenberry@volkert.com](mailto:Delbert.Roddenberry@volkert.com))**

**The Public/In-Person Bid Opening will be held March 12, 2026, at 2:00 p.m. at Volkert, Inc., 5430 Wade Park Blvd, Suite 410, Raleigh, NC 27607.**

**The scope of work includes: Town Street Resurfacing: 1-1/4" Resurfacing, Milling, S9.5B Surface Course, Asphalt Patching, Utility Adjustments, and Traffic Control.**

Contractors offering proposals on this project must be licensed to do the specified type of contracting in the State of North Carolina.

**Bidders must make positive efforts to utilize minority businesses. The Owner has developed a goal of ten percent (10%) for participation of minority business enterprises in construction contracts awarded pursuant to NCGS 143-128(c). Bidder shall be required to submit identification of firms and Affidavits as required in the Bid Form.**

Complete plans, specifications and contract documents will be open for inspection at Volkert, Inc., **5430 Wade Park Blvd, Suite 410, Raleigh, NC 27607**. Copies of the contract, specifications and plans may be obtained by contacting **Delbert Roddenberry**, PE with Volkert, Inc at (919) 854-0344. Hard copies of these contract documents require a \$50.00 non-refundable payment. Volkert accepts cashier's checks. Electronic copies will be available at no charge.

## INFORMATION FOR BIDDERS

BIDS will be received by Volkert, Inc at 5430 Wade Park Blvd, Suite 410, Raleigh, NC 27607 until 2:00 PM EDT March 12, 2026. BIDS may be mailed or delivered to said address. It is Bidder's responsibility to deliver their Proposal by the date and time specified in this document.

The Town of Hillsborough hereinafter will be called the "OWNER"

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typed, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. The Owner also reserves the right to delete maps or to add maps to stay within the Town's budget. Any BID may be withdrawn prior to the above scheduled time for the 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. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and review of the drawings and specifications including ADDENDUMS.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

A performance BOND and a payment BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate Surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of the power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance BOND and payment BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. In case of failure of the BIDDER in default, the BOND accompanying the proposal shall become the property of the OWNER.

Within ten (10) days of receipt of acceptable performance BOND and payment BOND, the OWNER shall sign the Agreement and return to such party whom the contract was awarded an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may with WRITTEN NOTICE, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liabilities on the part of either party.

The OWNER may make sure such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted proves incompetence of the contractor.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.

**BID DOCUMENT**

RESURFACING CONTRACT  
for  
TOWN OF HILLSBOROUGH, ORANGE COUNTY  
HILLSBOROUGH, NC

Proposal of \_\_\_\_\_  
(hereinafter called "BIDDER") organized and existing under the Laws of the State of North Carolina,  
doing business as \_\_\_\_\_  
\_\_\_\_\_, to  
Town of Hillsborough  
(hereinafter called "OWNER").

In compliance with your Advertisement for BIDS, BIDDER hereby proposes to perform all WORK for the Resurfacing of: Town Streets, in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices listed below.

By permission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with competitor.

BIDDER hereby agrees to commerce WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within the specified consecutive calendar days thereafter, as provided in the General Conditions and the Bid Schedule. BIDDER further agrees to pay as liquidated damages the amount stated in the Bid Schedule for each consecutive calendar day work is done beyond the completion date, as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

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

*\*Insert "a corporation," "a partnership," or "an individual" as applicable.*

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum: \_\_\_\_\_

NOTE: BIDS shall include sales tax and all other applicable taxes and fees. Contracts will be awarded on the basis of low bid.

If Bidder is:

An Individual

Name(type or print): \_\_\_\_\_

By: \_\_\_\_\_(SEAL)

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_(SEAL)

By: \_\_\_\_\_  
(Signature of general Partner – attach evidence of authority to sign)

Name(type or print): \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

A Corporation

Corporation Name: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Type \_\_\_\_\_  
(General Business, Professional, Service, LLC)

By: \_\_\_\_\_  
(Signature – attach evidence of authority to sign)

Name(type or print): \_\_\_\_\_

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

Attest: \_\_\_\_\_ (CORPORATE SEAL)

Business Address:

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Date of Qualification to do business: \_\_\_\_\_

# TOWN OF HILLSBOROUGH BID FORM

## RESURFACING OF TOWN STREETS Town of Hillsborough

ITEM	SPEC SECTION	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
1	800	Mobilization	1.0	LS		
2	SP	Temporary Traffic Control	1.0	LS		
3	610	Asphalt Conc Surface Course, Type S9.5B	2,679	TNS		
4	620	Asphalt Binder for Plant Mix	161	TNS		
5	SP	Patching Existing Pavement	6	TNS		
6	SP	Milling Asphalt Pavement, 1.25"	2,722	SY		
7	SP	Incidental Milling Asphalt Pavement	2,965	SY		
8	858	Adjustment of Manholes	27	EA		
9	858	Adjustment of Meter Boxes or Valve Boxes	18	EA		
10	545	Incidental Stone	57	TNS		
11	SP	GENERIC PAVEMENT MARKING 4" 50 MILS HOT SPRAY THERMO (YELLOW)	7,558	LF		
12	SP	GENERIC PAVEMENT MARKING 4" 50 MILS HOT SPRAY THERMO (White)	850	LF		
13	1205	THERMOPLASTIC PAVEMENT MARKING 8" (90 MILS WHITE)	65	LF		
14	1205	THERMOPLASTIC PAVEMENT MARKING 24" CROSSWALK (90 MILS WHITE)	64	LF		
15	1205	THERMOPLASTIC PAVEMENT MARKING 24" STOP BAR (90 MILS WHITE)	53	LF		
16	SP	STAMPED ASPHALT CROSSWALK	25	SY		
17	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOLS (90 MILS WHITE)	3	EA		
18	1205	THERMOPLASTIC PAVEMENT MARKING CHARACTERS 10" (THERMO 90 MILS WHITE)	11	EA		

The Town reserves the right to delete maps or to add maps to stay within the Town's budget.

<b><i>TOTAL BID FOR PROJECT:</i></b> _____
--

CONTRACTOR \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
Federal Identification Number \_\_\_\_\_ Contractors License Number \_\_\_\_\_  
Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Witness \_\_\_\_\_ Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

---

**THIS SECTION TO BE COMPLETED BY THE PUBLIC WORKS DIVISION**

*This bid has been reviewed in accordance with Article 103-1 of the NCDOT Standard Specifications for Roads and Structures 2024.*

**Reviewed by** \_\_\_\_\_ **(date)** \_\_\_\_\_

CONTRACTOR \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
Federal Identification Number \_\_\_\_\_ Contractors License Number \_\_\_\_\_  
Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Witness \_\_\_\_\_ Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

---

**THIS SECTION TO BE COMPLETED BY THE ENGINEERING DEPARTMENT**

*This bid has been reviewed in accordance with the applicable guidelines.*

**Reviewed by** \_\_\_\_\_ **(date)** \_\_\_\_\_

**Accepted by Town of Hillsborough** \_\_\_\_\_ **Public Works Director** \_\_\_\_\_ **(date)** \_\_\_\_\_

**Attest:** \_\_\_\_\_

---

# List of Subcontractors

All Bidders shall provide the following information regarding all subcontractors.

Subcontractor	Address	Phone

**PERFORMANCE BOND**

DATE OF EXECUTION: \_\_\_\_\_

NAME OF PRINCIPAL: \_\_\_\_\_  
(CONTRACTOR) \_\_\_\_\_

NAME OF SURETY: \_\_\_\_\_  
\_\_\_\_\_

NAME OF CONTRACTING BODY: Town of Hillsborough

AMOUNT OF BOND: \_\_\_\_\_

CONTRACT NUMBER \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, THAT WE, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above named CONTRACTING BODY, hereinafter the Contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, 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 Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the PRINCIPAL shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also as well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements as of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue. Should the PRINCIPAL fail to complete the undertaking as provided in the contract, then the Surety shall promptly pay the amount necessary to complete the work as provided in the contract, up to the amount of the Bond specified herein.

IN WITNESS WHEREOF, the above-bounden parties have executed thus instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
Principal (SEAL)

\_\_\_\_\_  
Surety (SEAL)

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

Executed in \_\_\_\_\_ counterparts.

\_\_\_\_\_  
Name of Principal Contractor)  
By \_\_\_\_\_  
(Print)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_  
(Owner, Partner, or Corp. Pres.  
or Vice President)

Attest: (Corporation)

By \_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_  
(Corp. Sec. Or Assist. Sec.)

\_\_\_\_\_  
(Corporate Seal)

\_\_\_\_\_  
(Surety Company)

Witness:

By: \_\_\_\_\_  
(Print)

By: \_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_  
(Attorney-in-Fact)

Countersigned:

\_\_\_\_\_

\_\_\_\_\_  
N.C. Licensed Resident, Agent

\_\_\_\_\_  
(Surety Corporate Seal)

\_\_\_\_\_  
Name and Address - Surety Agency

\_\_\_\_\_

\_\_\_\_\_  
Surety Company Name and N.C.  
Regional or Branch Office Address

# PAYMENT BOND

DATE OF EXECUTION: \_\_\_\_\_

NAME OF PRINCIPAL: \_\_\_\_\_

(CONTRACTOR): \_\_\_\_\_

NAME OF SURETY: \_\_\_\_\_  
\_\_\_\_\_

NAME OF CONTRACTING BODY: Town of Hillsborough

AMOUNT OF BOND: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, THAT WE, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above named CONTRACTING BODY, hereinafter the Contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, 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 Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the PRINCIPAL shall promptly make payment make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue. Should the PRINCIPAL fail to timely pay all persons providing labor and/or materials for the work, then the Surety shall promptly pay all sums due and owing.

IN WITNESS WHEREOF, the above-bounden parties have executed thus instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
Principal (SEAL)

\_\_\_\_\_  
Surety (SEAL)

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

Executed in \_\_\_\_\_ counterparts. \_\_\_\_\_  
Name of Principal (Contractor)

\_\_\_\_\_  
Witness By \_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_  
(Owner, Partner, or Corp.  
Pres. or Vice President)

Attest: (Corporation)

By \_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_  
(Corp. Sec. Or Assist. Sec.)

\_\_\_\_\_  
(Corporate Seal)

\_\_\_\_\_  
(Surety Company)

Witness:

By \_\_\_\_\_  
(Print)  
\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Print)  
\_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_  
(Attorney-in-Fact)

Countersigned:

\_\_\_\_\_

\_\_\_\_\_  
N.C. Licensed Resident, Agent

\_\_\_\_\_  
(Surety Corporate Seal)

\_\_\_\_\_  
Name and Address - Surety Agency

\_\_\_\_\_  
Surety Company Name and N.C.  
Regional or Branch Office Address

# CONSTRUCTION CONTRACT

## AGREEMENT

THIS AGREEMENT is entered into this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **THE TOWN OF HILLSBOROUGH**, a body politic and corporate of the State of North Carolina, whose address is 101 East Orange St., Hillsborough, North Carolina 27278 ("Owner") and \_\_\_\_\_, a North Carolina Corporation ("Contractor"), whose address is \_\_\_\_\_ and provides as follows:

### W I T N E S E T H:

WHEREAS, the Owner has identified Contractor as capable of doing the work described herein below;

WHEREAS, the parties wish to enter into a written agreement memorializing certain terms of the agreement.

NOW, THEREFORE, in consideration of the sum set forth herein below, the parties agree as follows:

1. The Owner hereby contracts with Contractor to do the following work for the Project described below (the "Work"):  
  
    See Contract Proposal,  
  
    Said Work is to be performed at the following location(s): See Contract Proposal.
2. Contractor shall complete the Work in a good and workmanlike manner in accordance with general industry standards. Contractor shall complete the Work in accordance with the Contract Time and Intermediate Contract Time provisions established in the Contract Proposal. In the event that the Work is not completed in accordance with the Contract Time and Intermediate Contract Time, the Contractor shall pay liquidated damages as prescribed in the provisions, which sum shall not be considered a penalty but as a fair and reasonable estimate of the amount of damages incurred by the Owner if the Work is not completed by the Completion Date. The parties recognize and agree that the actual amount of damages would be difficult or impossible to ascertain.
3. The Owner shall pay the Contractor pursuant to the Total Estimate set out in the Proposal, which total cost will not exceed \$ \_\_\_\_\_ for the Work; provided, however, that if conditions are encountered that require additional materials above the allowances noted in the Proposal, those materials shall be billed at the prices set out in the Proposal. Said amounts shall be payable as follows: within 30 days of receiving an invoice from Contractor requesting payment following completion of the Work (unless any amount is in dispute). All invoices shall specify the amount paid for labor, materials, and any applicable taxes including, but not limited to, sales taxes. Any sales taxes shall specify the entity (state or local) to whom taxes are paid and the amount of taxes paid to said entity. If any amount owed under the terms hereof is disputed, the Owner shall pay Contractor the amount not in dispute and shall retain the disputed amount until such time as the dispute is settled or a judgment is entered in accordance with applicable law. No payments shall be made to contractor until IRS form W-9 and other necessary forms required by applicable law have been completed.
4. The Work contemplated by this Agreement shall be performed as set out in the attached proposal. The Owner may cancel this contract at any time upon written notice. The Owner shall pay the Contractor in accordance with Paragraph 3 through the date of cancellation.

5. The Contractor shall purchase and maintain during the life of this Agreement, with an insurance company acceptable to the Owner, authorized to do business in the State of North Carolina, the following insurance:

AUTOMOBILE LIABILITY - Bodily injury and property damage liability insurance covering all owned, non-owned, and hired automobiles with a combined single limit each accident of \$1,000,000.00. The automobile liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.

COMMERCIAL GENERAL LIABILITY - Bodily injury and property damage liability shall protect the contractor, and any subcontractor performing work under this contract, from claims of bodily injury or property damage which arise from operation of this contract, whether such operations are performed by 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/\$2,000,000 aggregate and \$1,000,000 property damage each occurrence/\$2,000,000 aggregate. This insurance shall include coverage for products/completed operations, personal and advertising injury liability and contractual liability in an amount not less than \$1,000,000 each occurrence/\$2,000,000 aggregate. The liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.

WORKERS' COMPENSATION - Meeting the statutory requirements of the State of North Carolina, even if not required by law to maintain such insurance. Said Workers' Compensation insurance shall have at least the following limits: Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.

Original certificates of such insurance will be furnished and shall contain the provision that the Owner will be given thirty (30) days written notice of any intent to amend or terminate by either the Contractor or the insuring company. The Owner shall be listed as Additional Insured.

6. Contractor agrees to protect, defend, indemnify and hold the Owner, its employees, agents and elected and appointed officials harmless from any and all liability arising out of or in any way connected with the activities of the Contractor, Contractor's employees, agents, sub-contractors and anyone else working for or on behalf of Contractor arising out of or from the Work.
7. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed given as of (a) the date it is delivered by hand to the parties listed below; (b) the date three days following the date it is deposited in the mail, postage prepaid, return receipt requested, addressed to the parties listed below; or (c) the date three days following the date it is sent, shipping prepaid, return receipt requested, by a national courier service, addressed to the parties listed below:

**OWNER:**

Town of Hillsborough  
101 East Orange St.  
Hillsborough, NC 27278

**CONTRACTOR:**

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

8. Neither party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.
9. Except as herein specifically provided otherwise, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Contractor and the Owner. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of Contractor and the Owner that any such person or entity, other than Contractor and the Owner, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.
10. This Agreement and the following constitutes the entire agreement of the parties with respect to the subject matter hereof and are occasionally referred to herein as the "Contract Documents": A. Contract Proposal, B. Project Special Provisions, and C. Standard General Conditions of the Construction Contract. This Agreement shall supersede, terminate and replace any prior agreements for these services entered into by the parties. This Agreement merges all prior discussions among the parties and no party shall be bound by conditions, definitions, warranties, understandings, or representations concerning such subject matter except as provided in this Agreement or as may be specified later in writing and signed by properly authorized representatives of the parties.
11. The failure of a party in any instance to insist upon the strict performance of the terms of this Agreement shall not be construed to be a waiver or relinquishment of any of the terms of this Agreement, either at the time of the party's failure to insist upon strict performance or at any time in the future, and such term or terms shall continue in full force and effect.
12. The construction and performance of this Agreement shall be governed by and construed pursuant to the laws of the State of North Carolina. Venue for any legal actions initiated concerning this Agreement or arising in any way from and out of this Agreement shall be brought in the appropriate state court sitting in Granville County, North Carolina, having jurisdiction over said claim, or in the United States District Court, North Carolina Eastern District, as appropriate. The parties waive any right they may have to venue in any other jurisdiction.
13. Each clause of this Agreement is a distinct and severable clause; and if any clause is deemed illegal, void or unenforceable, the validity, legality and/or enforceability of the remaining clauses or portion of this Agreement shall not be affected thereby.
14. If any party shall be delayed or prevented from the performance of any act required by this Agreement by reason of acts of God; strikes, lockouts, labor troubles, inability to procure materials or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
15. Neither party shall be considered the drafter of this Agreement. No provision shall be interpreted for or against either party because that party or that party's legal representative drafted such provision.
16. Any amendment to this Agreement shall be in writing and duly executed by appropriate representatives of each of the parties.
17. By signing below the parties hereto certify that they have read the entire contents of this Agreement; have individually been afforded sufficient opportunity to obtain independent legal advice prior to executing this Agreement; fully understand the provisions set forth in this Agreement and acknowledge that each term, condition and provision is fair and reasonable; and, that each party has received a signed copy of this Agreement.

18. That to facilitate execution, this document may be executed by handwritten signing or by electronically transmitted facsimile of such signing, either of which shall create a validly executed document, in as many counterparts as may be required.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first above written.

Attest:

Town of Hillsborough

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
(Matt Efird, Assistant Town Manager)

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
(Dave McCole, Finance Director)

Contractor:

By \_\_\_\_\_

\_\_\_\_\_  
(Print Name and Title)

# **General Provisions**

## **GENERAL**

This contract is for the Resurfacing of the Streets listed in this proposal in the Town of Hillsborough. All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation NCDOT Standard Specifications for Roads and Structures 2024, the North Carolina Department of Transportation Roadway Standard Drawings, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the NCDOT Standard Specifications.

## **CONTRACT TIME AND LIQUIDATED DAMAGES**

**The date of availability for this project will be the April 1, 2026, or the Date of the Notice to Proceed, whichever occurs first.** The Contractor may begin work prior to this date upon approval of the Engineer or his duly authorized representative. If such approval is given, and the Contractor begins work prior to the date of availability, the Town of Hillsborough will assume no responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date.

No work will be permitted, and no purchase order will be issued until all required bonds and prerequisite conditions and certifications have been satisfied.

**The completion date for this project is May 31, 2026.** No extensions will be authorized except as authorized by Article 108-10 of the NCDOT Standard Specifications

**Liquidated damages for this contract are (\$500.00) per calendar day.**

## **PROSECUTION OF WORK AND LIQUIDATED DAMAGES**

The provisions of section 108 of the 2024 NCDOT Standard Specifications shall apply with the following additions:

The Contractor will be required to pursue the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance of the work. The Contractor will not be permitted to suspend his operations except for reasons beyond his control or except where the Engineer has authorized a suspension of the Contractor's operations in writing. In the event that the Contractor's operations are suspended in violation of the above provisions, the sum of **Two Hundred Fifty Dollars (\$250.00)** will be charged the Contractor for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages due to extra engineering and maintenance costs and due to increased

public hazard resulting from a suspension of the work. Liquidated damages chargeable due to suspension of the work will be additional to any liquidated damages that may become chargeable due to failure to complete the work on time.

### **RENEWAL OF CONTRACT**

The Contractor shall submit a bid for one year. At the option of the Town, this contract may be extended for two (2) additional periods of one year each (maximum (3) three years total). Each year quantities will be adjusted annually to correspond with City budget and Engineers estimated quantities for streets to be resurfaced, patched or crack sealed.

Unit prices will remain the same for the full 3 FY period with the following exceptions:

- A. Asphalt Binder for Plant Mix will be adjusted monthly based on 2024 NCDOT Standard Specification for Roads and Structures, Section 620.

No other changes to the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented. The Engineer will notify the Contractor in writing 60 days prior to the contract end date if the contract may be extended. The Contractor must notify the Engineer in writing within 30 days of receiving the contract extension offer of his acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be received as a rejection of contract extension. The Town is under no obligation to renew this contract beyond the original one-year term.

### **INTERMEDIATE CONTRACT TIME AND LIQUIDATED DAMAGES**

The Contractor shall complete the work of installing, maintaining, and removing traffic control devices for lane closures and restoring traffic to the existing traffic pattern. Contractor shall **NOT** close or narrow a lane of traffic on the Town of Hillsborough Paving Project during the following time restrictions:

#### **DAY AND TIME RESTRICTIONS**

#### **Maps 1,2,3,4,7,8,9,10 and 11**

**Sunday through Saturday: 7:00 P.M. to 7:00 A.M.**

#### **Maps 5 and 6**

**Monday thru Friday: 4:00 P.M. – 9:00 A.M.**

**Friday: 4:00 P.M. until Saturday 7:00 A.M.**

**Saturday: 7:00 P.M until Monday 7:00 A.M.**

In addition, the Contractor shall not close or narrow a lane of traffic or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

### **HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS**

1. For **unexpected occurrences** that create unusually high traffic volumes, as directed by the Engineer.
2. For **Easter**, between the hours of **SUNSET** Thursday and **7:00 p.m.** Monday.
3. For **Memorial Day**, between the hours of **SUNSET** Friday and **7:00 a.m.** Tuesday.
4. For **Independence Day**, between the hours of **SUNSET** the day before Independence Day and **9:00 a.m.** the day after Independence Day.

If Independence Day is on a Friday, Saturday, Sunday or Monday, then between the hours of **SUNSET** the Thursday before Independence Day and **9:00 AM** the Tuesday after Independence Day.

Holidays and holiday weekends shall include Easter, Memorial Day, and Independence Day. The Contractor shall schedule his work so that lane closures will not be required during these periods, unless otherwise directed by the Engineer.

The time of availability for this intermediate contract work shall be the time the Contractor begins to install all traffic control devices for lane closures according to the time restrictions listed herein. The completion time for this intermediate contract work shall be the time the Contractor is required to complete the removal of all traffic control devices for lane closures according to the time restrictions stated above and place traffic in the existing traffic pattern

The Liquidated Damages are **Five Hundred Dollars (\$500.00)** per hour.

### **PUBLIC NOTIFICATION**

The Contractor shall provide a construction schedule so that notifications can be placed in the local newspapers and on the Town of Hillsborough Website.

### **DISPUTE RESOLUTION**

Either the Owner or the Contractor may seek such remedies as are available to it by law for any disputes which they are unable to mutually resolve, and the venue for any legal action shall be in the court with jurisdiction over the matter in Orange County, NC.

## **TWELVE MONTH GUARANTEE**

The Contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the Town. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the Town, and/or for use in excess of the design.

This guarantee provision shall be invoked only for major components of work in which the Contractor would be wholly responsible for under the terms of the contract. This provision will not be used as a mechanism to force the Contractor to return to the project to make repairs or perform additional work that the Town would normally compensate the Contractor for. In addition, routine maintenance activities (i.e. mowing grass, debris removal, ruts in earth shoulders,) are not parts of this guarantee.

Appropriate provisions of the payment and/or performance bonds shall cover this guarantee.

# **Special Provisions**

## **TRAFFIC CONTROL AND WORK ZONE SAFETY**

### **WORK ZONE TRAFFIC CONTROL GENERAL REQUIREMENTS**

#### **TEMPORARY TRAFFIC CONTROL (TTC):**

(7-16-13) (Rev. 12-08-20) (Rev. 02-18-21) (Rev. 11-13-23) (Rev. 03-27-24) RWZ-1

Maintain traffic in accordance with Divisions 10, 11 and 12 of the Standard Specifications and the following provisions:

Install Work Zone Advance Warning Signs in accordance with the detail drawing provided in these plans prior to beginning any other work. Use a lane closure or slow moving operation to complete the work, as necessary, unless otherwise indicated. Refer to Standard Drawing No. 1101.02, 1101.11, 1110.01, 1110.02, 1130.01, 1135.01 and 1180.01 of the Roadway Standard Drawings. Use a moving operation only if the minimum speed maintained at all times is 3 mph with no stops that narrow or close a lane of travel. If the moving operation is progressing slower than 3 mph at any time, install a lane closure. Maintain the existing traffic pattern at all times, except in the immediate work zone where lane closures are allowed as determined by the Engineer.

Refer to attached details and Standard Drawing No. 1101.02, 1101.03, 1101.04, 1101.05, 1101.11, 1110.01, 1110.02, 1115.01, 1130.01, 1135.01, 1145.01, 1150.01, 1165.01, and 1180.01 of the Roadway Standard Drawings when closing a lane of travel in a stationary work zone such as pavement patching, resurfacing, curb ramp work, or pavement marking removal. Properly ballasted cones and skinny drums may be used instead of drums. However, drums are required for the upstream taper portion of lane closures in all applications. The stationary work zone shall be a maximum of 1 mile in length at any given time on 2 Lane, 2 Way facilities unless otherwise approved by the Engineer. A pilot vehicle operation may be used in conjunction with flaggers and the appropriate pilot vehicle warning signing as directed by the Engineer. During periods of construction inactivity, return the traffic pattern to the existing alignment and remove or cover any work zone signs. When covering work zone signs, use an opaque material that prevents reading of the sign at night by a driver using high beam headlights. Use material which does not damage the sign sheeting. Replace any obliterated markings as required by other sections of the Standard Specifications and the Engineer.

When personnel and/or equipment are working on the shoulder adjacent to and within 5 feet of an open travel lane, close the nearest open travel lane using Standard Drawing No. 1101.02 of the Roadway Standard Drawings. When personnel and/or equipment are working within a lane of travel of an undivided facility, close the lane according to the traffic control plans, Roadway Standard Drawings or as directed by the Engineer. Conduct the work so that all personnel and/or equipment remain within the closed travel lane. Do not work simultaneously, on both sides of an

open travel way, within the same location, on a two-lane, two-way road. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

When utilizing a slow-moving operation for such items as pavement marking and marker placement, the operation shall consist of the vehicles and devices as shown on Roadway Standard Drawing No. 1101.02, Sheet 14 or 15, of the Roadway Standard Drawings. Traffic cones may be used when necessary to provide additional protection of wet pavement markings. Ballast all traffic cones so they will not be blown over by traffic.

## **PAVING OPERATIONS:**

### **1) Paving Lift Requirements and Time Limitations:**

For paving lifts of 2 inches or less, bring all newly resurfaced lanes to the same station and elevation within 72 hours. If not brought up to the same station and elevation within 72 hours, the Contractor shall place portable UNEVEN PAVEMENT signs in advance of the uneven pavement and spaced every 1/2 mile along the section of uneven pavement. Once mitigated, all portable UNEVEN PAVEMENT signs shall be removed. No additional compensation will be made for these signs or any other type of portable warning signs as these are included as part of the Temporary Traffic Control contract pay item.

For paving lifts greater than 2 inches, bring all newly resurfaced lanes to the same station and elevation by the end of each work day unless the Contractor utilizes the notched wedge paving methods as described below.

### **Failure to comply with the following requirements will result in a suspension of all other operations until all lanes of traffic are brought to the same station and elevation:**

1. During paving operations, any paving lift greater than 2 inches for asphalt surface course mixes shall be mitigated by having an approved wedge apparatus on the paver that shapes the edge 1 inch vertically and the remaining at a maximum slope steepness of 2:1. For intermediate and base course mixes, use an approved wedge device that shapes the edge with a maximum slope steepness of 2:1. The maximum paving lift allowed to use this method is 3 inches.
2. At the end of the work day, the Contractor shall place portable UNEVEN PAVEMENT signs in advance of the uneven pavement and spaced every 1/2 mile along the section of uneven pavement. Once mitigated, all portable UNEVEN PAVEMENT signs shall be removed. No additional compensation will be made for these signs or any other type of portable warning signs as these are included as part of the Temporary Traffic Control contract pay item.
3. In the next day's paving operation and not to exceed 72 hours, the Contractor shall bring up the adjacent lane to the same station and elevation before any further paving takes place on the project.

### **2) Fine Milling/Microsurfacing (Depths less than 1")**

For fine milling operations less than 1", paving is not required in the same work period. The paving of the fine milled area is to be conducted within the next work period and not to exceed

72 hours. No advance warning signs are necessary for these conditions unless the paving operations exceed 72 hours. If this occurs, install portable UNMARKED PAVEMENT signs. These signs are incidental to the other items of work included as part of the Temporary Traffic Control contract pay item.

### **3) Shoulder Drop-Off Requirements**

Whenever paving operations create an edge of pavement drop-off greater than 2 inches, within 72 hours, the Contractor shall backfill at a 6:1 slope from the edge and finished elevation of the pavement that has an edge of pavement drop-off as follows:

- (A) Drop-off that exceeds 2 inches on roadways with posted speed limits of 45 mph or greater.
- (B) Drop-off that exceeds 3 inches on roadways with posted speed limits less than 45 mph.

Backfill the edge of pavement drop-off with suitable compacted material, as approved by the Engineer. The material, equipment and labor associated with this operation will be paid as Aggregate Shoulder Borrow or Borrow Excavation in accordance with the Shoulder Reconstruction Per Shoulder Mile special provision found elsewhere in the contract. If the Shoulder Reconstruction Per Shoulder Mile special provision is not included in the contract, the work of pavement drop-off repair as described above will be paid as extra work in accordance with Article 104-7.

### **PROJECT REQUIREMENTS:**

Failure to comply with the following requirements will result in a suspension of all other operations:

1. Before working on ANY MAP, the Contractor shall submit a written construction sequence for traffic control and construction lighting for ALL MAPS to the Engineer at the first preconstruction meeting and the sequence must be approved before closing a lane of traffic.
2. The temporary use of portable concrete barrier and the need for any long-term temporary traffic patterns are not anticipated and are not covered by this provision.
3. Obtain written approval of the Engineer before working in more than one location or setting up additional lane closures. The maximum length of any one lane closure is 1 mile unless otherwise directed by the Engineer.
4. If Lane Closure Restrictions apply, see Intermediate Contract Times and Liquidated Damages special provision.
5. Contractor shall mill and pave lanes in an order such that water shall not accumulate.
6. Traffic Control for the milling and/or paving of ramps is to be done according to Standard Drawing No 1101.02, Sheets 10 & 11, unless otherwise approved to be closed by the Engineer. If approved, Contractor will provide plans and devices for the detour according to Standard Drawing No 1101.02, Sheets 12 & 13, at no additional cost to the department.

7. If milled areas are not paved back within 72 hours, the Contractor is to furnish and install portable signs to warn drivers of the conditions. These are to include, but not limited to ROUGH ROAD (W8-8), UNEVEN LANES (W8-11), and GROOVED PAVEMENT (W8- 15) w/ Motorcycle Plaque mounted below. These are to be dual indicated on Multi-Lane Roadways with speed limits of 45 mph and greater where lateral clearance can be obtained within the median areas. These portable signs are incidental to the other items of work included as part of the Temporary Traffic Control contract pay item.

## **WORK ZONE SIGNING:**

### **Description**

Install advance/general warning work zone signs according to the Detail Drawing provided in these plans prior to beginning of work. Install and maintain signing in accordance with the attached drawings and Divisions 11 and 12 of the Standard Specifications.

### **(A) Installation**

All stationary Advance/General warning work zone signs require notification to existing Utility owners per Article 105-8 of the Standard Specifications within 3 to 12 full working days prior to installation.

Install Advance/General warning work zone signs before beginning work on a particular map. If signs are installed more than 7 calendar days prior to the beginning of work on a particular map, cover the signs until the work begins. Install each work zone Advance/General warning sign separately and not on the same post or stand with any other sign except where an advisory speed plate or directional arrow is used.

All stationary signing is to be installed as shown on the detail drawing(s) unless otherwise directed by the Engineer. The signs as shown on the detail drawing(s) are all that are required for a contractor to begin a resurfacing contract. Any additional signs requested by the Engineer shall be installed within 7 business days of the start of contract work. All sign locations are to be verified by the Engineer prior to installation. Once the signs have been installed and accepted, any sign relocations requested by the Department will be compensated in accordance with Article 104-7. Any additional signs other than the ones shown in the drawing will be compensated in accordance with Article 104-7.

No stationary -Y- Line advance warning signage is required unless there is more than 1,000 feet of resurfacing along the -Y- line. Whenever work proceeds through an intersection, portable signs shall be used for traffic control. There will be no direct compensation for any portable signing.

If there is a period of construction inactivity longer than 14 calendar days, remove or cover advance/general warning work zone signs. Uncover advance/general warning work zone signs no more than 7 calendar days before work resumes. All other operations may be suspended upon

failure to comply with the above requirements. Such suspended operations would not be resumed until the above requirements are fulfilled.

### **(B) Sign Removal**

Once Maps on the Project are substantially complete, it is acceptable practice to remove the Stationary Work Zone Signs in lieu of waiting until all of the Maps are completed on the Project. A Map is substantially complete when the resurfacing operations are finished and the shoulders are brought up to the same elevation as the proposed pavement and when pavement markings (paint) are installed along the centerline and edge lines. The final pavement markings (ex. Thermoplastic/Polyurea) or pavement markers (Raised/Snowplowable) do not have to be installed for Maps to be considered substantially complete. Final pavement marking/markers are installed with portable signing according to Roadway Standard Drawing 1101.02, Sheets 14 & 15. Any remaining punch list items requiring traffic control are compensated as part of the Temporary Traffic Control contract pay item.

**Stationary Work Zone Sign removal is a condition of final project acceptance.**

### **(C) Lane Closure Work Zone Signs**

Install any required lane closure signing needed during the life of the project in accordance with Standard Drawing No. 1101.02, 1101.11 and 1110.02 of the Roadway Standard Drawings. Any required portable signs for lane closures are compensated as part of the Temporary Traffic Control contract pay item.

### **MEASUREMENT AND PAYMENT:**

Temporary traffic control work, including, but not limited to installation and removal of portable signs, cones, drums, skinny drums, flaggers, AFAD's, portable traffic signals, changeable message boards, truck mounted attenuators, flashing arrow boards, and pilot vehicles for the sole purpose of maintaining vehicular traffic will be paid at the contract lump sum price for Temporary Traffic Control.

The Temporary Traffic Control pay item does not include work zone advance or general warning signs.

The Temporary Traffic Control pay item does not include Pedestrian Channelizing Devices and applicable signs, Audible Warning Devices, Temporary Curb Ramps, or a Pedestrian Transport Service required for the sole purpose of maintaining pedestrian movements.

Partial payments for Temporary Traffic Control will be made as follows: The cumulative total of the lump sum price for temporary traffic control will be equal to the percent complete (project) as calculated for each partial pay estimate.

The work of satisfactorily installing and removing work zone advance and/or general warning signs, including, but not limited to, furnishing, locating, installing, covering, uncovering and removing stationary signs will be measured for each required sign and paid at the contract price for Work Zone Advance/General Warning Signing (SF). Payment for Work Zone

Advance/General Warning Signing will be limited to a maximum of 90% of the total installed quantity. The remaining 10% will be paid once all signs have been removed.

The Lump Sum price for Temporary Traffic Control will include the work of the necessary flaggers per operation per map being utilized at the same time on any day. If a pilot vehicle is used for an operation, the Lump Sum Price for Temporary Traffic Control will include the work of the operator of the pilot vehicle and all flaggers.

The Lump Sum price for *Temporary Traffic Control* will include all flaggers and pilot vehicle.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Temporary & Portable Traffic Control	Lump Sum
Work Zone Advance/General Warning Signing	Square Foot

RESURFACING OPERATIONS:

(7-15-14)

RWZ-2

Coordinate the installation of items required by the contract documents and resurfacing operations such that these operations are completed in order as agreed upon with the Engineer at the first pre-construction meeting. Refer to the Provisions, Typical and Details unless otherwise directed by the Engineer.

Notify the Engineer 48 hours before resurfacing the areas of existing pavement that require patching. Patch these areas before resurfacing occurs. Allow full depth asphalt patching to cool to the point of supporting traffic without displacement or rutting before reopening closed lane. Coordinate the resurfacing operations of the patched areas with the Engineer.

Notify the Engineer 48 hours before milling or resurfacing will interfere with the existing Signal Loops. Loops may need to be placed in milled surface before resurfacing occurs. Coordinate all signal loop operations with the Engineer.

For partial or wheel track milling operations on two-way, two-lane facilities, mill and pave back by the end of each workday. For Partial or wheel track milling operation on multi-lane facilities, the lane being milled may be left closed and paved back within 72 hours.

The following options are available during Resurfacing and milling operations on two-way, two-lane facilities when the entire roadway or entire lane is to be milled:

- (A) For 2" milling and 0" to 1 ½" milling: Mill (single lane or full width) prior to patching. For elevation differences of 1.5 inches or less, lanes shall be brought to the same elevation within 72 hours or as directed by the Engineer. Lanes shall be brought to the same elevation by the end of each workday for elevation differences of greater than 1.5 inches.

Slope the pavement at the beginning and ending of the daily milling operation as directed by the Engineer. Sweep and remove all milled material from the roadway as soon as the daily milling operation is completed. Continue milling operations until the particular section of roadway being milled is complete. Remove any existing pavement adjacent to the milled area that has been damaged and replace with patch material as directed by the Engineer.

Operate equipment and conduct operations in the same direction as the flow of traffic. Maintain vehicular access in accordance with Article 1101-05 of the *2024 Standard Specifications* using suitable backfill material approved by the Engineer.

Provide appropriate lighting in accordance with Section 1413 of the *2024 Standard Specifications*.

### **ASPHALT TACK COAT**

Tack Coat should be applied in accordance with Section 605 of the NCDOT Standard Specifications. No separate payment will be made for this material as it is considered incidental and should be included in the unit price for "S9.5 B."

### **NON-STRIP ADDITIVE**

Any non-strip additive will be included in the price bid for asphalt mix. No separate payment will be made for this material as it is considered incidental and should be included in the unit price for "S9.5B".

### **PRICE ADJUSTMENT - ASPHALT BINDER FOR PLANT MIX:**

(11-21-00)(Rev. 1-16-24)

620

SP6 R25

Price adjustments for asphalt binder for plant mix will be made in accordance with Section 620 of the *Standard Specifications*.

The base price index for asphalt binder for plant mix is **\$ 542.50** per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **February 1, 2026**.

### **BITUMINOUS PAVER**

The Contractor's attention is directed to Article 610-8 of the NCDOT Standard Specifications dealing with automatically controlled screeds on the bituminous pavement spreaders.

Pavers shall be equipped with a screed control system which will automatically control the longitudinal profile and cross slope of the pavement.

## **FUEL PRICE ADJUSTMENT**

No Fuel price adjustment will be permitted as a part of this contract.

## **PAVING**

The production, delivery, placement, and compaction of all bituminous material shall be in accordance with the NCDOT's 2024 Standard Specifications Asphalt Concrete Plant Mix Pavements – Section 610. A currently approved North Carolina Department of Transportation job mix formula shall be used for all bituminous construction.

The air temperature of 48 continuous hours prior to paving must be above 32 degrees Fahrenheit. Air temperature at the time of paving shall be in accordance with Article 610-4 of the NCDOT's 2024 Standard Specifications. Minimum air temperature for resurfacing shall be 40 degrees and rising and the minimum surface temperature shall be 50 degrees.

The Contractor shall compact the bituminous material on this project in accordance with Article 610-9 of the 2024 NCDOT Standard Specifications.

When asphalt is placed on sub grade or stone, pavement shall not be placed until the base has been approved by the Engineer or his representative. The contractor will be required to provide a Dump Truck sufficiently loaded to perform proof rolling on Sub grade and on Aggregate Base Course. The Contractor shall use a stringline or other approved method to establish a uniform consistent line to locate the edge of pavement. It shall be the Contractor's responsibility to place such line, but it shall meet the approval of the Engineer or his representative.

## **MILLING ASPHALT PAVEMENT**

### **DESCRIPTION**

Perform the work covered by this section including, but not limited to, milling and re-milling the pavement at locations, depths, widths and typical sections indicated in the contract; cleaning the milled surface; loading, hauling and stockpiling the milled material for use in recycled asphalt mixtures; and disposal of any excess milled material.

Except where the milled material is used in the work or where otherwise directed, provide areas outside the right of way to dispose of milled material, which shall be the property of the Contractor.

### **EQUIPMENT**

Use a self-propelled unit capable of removing the existing asphalt pavement to the depths, widths and typical sections shown in the contract. Use milling machines designed and built exclusively for pavement milling operations and with sufficient power, traction and stability to accurately maintain depth of cut and slope. Use milling machines equipped with an electronic control

system that will automatically control the longitudinal profile and cross slope of the milled pavement surface. Accomplish this through the use of a mobile grade reference, an erected string line, joint matching shoe, slope control systems or a combination of approved methods. Use an erected fixed stringline when required by the contract.

Otherwise, use a mobile grade reference system capable of averaging the existing grade or pavement profile over at least 30 ft. Use either a non-contacting laser or sonar type ski systems with at least 4 referencing stations mounted on the milling machine at a length of at least 24 ft. Coordinate the position of the grade control system such that the grade sensor is at the approximate midpoint of the mobile reference system. Use a machine capable of leaving a uniform surface suitable for handling traffic without damage to the underlying pavement structure. Use a milling machine and other loading equipment capable of loading milled material to be used in other parts of the work without segregation.

Provide additional equipment necessary to satisfactorily remove the pavement in the area of manholes, water valves, curb, gutter and other obstructions.

Equip the milling equipment with a means of effectively limiting the amount of dust escaping from the removal operation in accordance with Federal, State and local air pollution control laws and regulations.

## **CONSTRUCTION METHODS**

Mill the existing pavement to restore the pavement surface to a uniform longitudinal profile and cross section in accordance with typical sections shown in the plans. Where indicated in the contract, remove pavement to a specified depth and produce a specified cross slope. Mill intersections and other irregular areas unless otherwise directed by the Engineer.

The Contractor may elect to make multiple cuts to achieve the required depth of cut or cross slope required by the plans.

Establish the longitudinal profile of the milled surface by a mobile string line on the side of the cut nearest the centerline of the road. Establish the cross slope of the milled surface by an automatic cross slope control mechanism or by a second skid sensing device located on the opposite edge of the cut. The Engineer may waive the requirement for automatic grade and cross slope controls where conditions warrant.

Operate the milling equipment so as to prevent damage to the underlying pavement structure, utilities, drainage facilities, curb and gutter, paved surfaces outside the milled area and any other appurtenances. Produce milled pavement surfaces that are reasonably smooth and free of excessive scarification marks, gouges, ridges, continuous grooves or other damage. Repair any leveling or patching required as a result of negligence by the Contractor with hot asphalt plant mix in a manner acceptable to the Engineer. Coordinate the adjustment of manholes, meter boxes and valve boxes with the milling operation in accordance with Article 858-3 including a temporary asphalt ramp.

When necessary, the contractor may remove the top section of a utility and use a bridge steel plate placed to cover the entire width of the structure, ensuring no debris is dropped inside the structure. Backfill with compacted material and hot mix asphalt as a temporary riding surface as well as any further necessary requirements of the utility owner. This steel plate must be capable of carrying any traffic load carried by the facility. Where necessary, double-reference the location of each structure that has been removed and maintain a map of their location.

Construct a temporary ramp of asphalt plant mix to extend a minimum of 3 ft around raised structures before opening to traffic.

The Engineer may require re-milling of any area exhibiting laminations or other defects. Thoroughly clean the milled pavement surface of all loose aggregate particles, dust and other objectionable material. Disposing or wasting of oversized pieces of pavement or loose aggregate material will not be permitted within the right of way.

Conduct pavement removal operations so as to effectively minimize the amount of dust being emitted. Plan and conduct the operation so it is safe for persons and property adjacent to the work including the traveling public.

### **TOLERANCE**

Remove the existing pavement to the depth required by the contract. The Engineer may vary the depth of milling.

### **MEASUREMENT AND PAYMENT**

#### **(A) Incidental Milling**

Where the Contractor is required to re-mill areas that are not due to the Contractor's negligence and whose length is less than 100 ft or butt joints that are not a portion of the milling areas outlined in Subarticle 607-5(B), measurement will be made as provided in Subarticle 607-5(A) for each cut he is directed to perform. Where the Contractor elects to make multiple cuts to achieve the final depth, no additional measurement will be made. Compensation will be made at the contract unit price per square yard for Incidental Milling.

#### **(B) Milling of Defects**

If defects are determined to be the result of the Contractor's negligence, then measurement for the re-milling or repairs will not be made. If the Engineer directs re-milling of an area that is equal to or greater than 100 ft and is not due to the Contractor's negligence, the re-milled area will be measured as provided in Subarticle 607-5(A) and paid at the contract unit price per square yard for Milled Asphalt Pavement, " Depth or Milling Asphalt Pavement," to\_".

<b>Pay Item</b>	<b>Pay Unit</b>
1.25" Milling	Square Yard
Incidental Milling	Square Yard

### **INCIDENTAL STONE BASE**

(7-1-95)(Rev.1-16-24)

545

SP5 R28R

#### **Description**

Place incidental stone base on driveways, mailboxes, etc. immediately after paving and do not have the paving operations exceed stone base placement by more than one week without written permission of the Engineer.

#### **Materials and Construction**

Provide and place incidental stone base in accordance with Section 545 of the *Standard Specifications* except that No recycled concrete will be permitted.

#### **Measurement and Payment**

*Incidental Stone Base* will be measured and paid in accordance with Article 545-6 of the *Standard Specifications*.

<b>Pay Item</b>	<b>Pay Unit</b>
Incidental Stone Base	Ton

**PATCHING EXISTING PAVEMENT:**

(1-15-02) (Rev. 1-16-24)

610

SP6 R88

**Description**

The Contractor's attention is directed to the fact that there are areas of existing pavement on this project that will require repair prior to resurfacing. Patch the areas that, in the opinion of the Engineer, need repairing. The areas to be patched will be delineated by the Engineer prior to the Contractor performing repairs.

**Materials**

The patching consists of Asphalt Concrete Base Course, Asphalt Concrete Intermediate Course, or a combination of base, intermediate and surface course.

**Construction Methods**

The Contractor's attention is directed to the fact that all patching of existing pavement performed under this contract shall be performed with the use of a milling machine. This machine shall have a minimum cutting width of 48", be of sufficient size and capacity to perform the work. The machine shall have been designed and built exclusively for pavement milling operations and shall have sufficient power, traction and stability to accurately maintain depth of cut and slope. Multiple passes may be required to remove deteriorated pavement.

Milling width and depth may be varied by Engineer's representative to accomplish desired results. Payment will be made for the area delineated by the Engineer. Any overages resulting from equipment limitations will not be compensated.

Place Asphalt Concrete Intermediate Course in lifts not exceeding 4 inches. Utilize compaction equipment suitable for compacting patches as small as 3.5 feet by 6 feet on each lift. Use an approved compaction pattern to achieve proper compaction. If patched pavement is to be open to traffic between December through March of the following year, use Asphalt Concrete Intermediate Course or Asphalt Concrete Surface Course as the top layer of the patch.

Schedule operations so that all areas where pavement has been removed will be repaired on the same day of the pavement removal and all lanes of traffic restored.

**Measurement and Payment**

*Patching Existing Pavement* will be measured and paid as the actual number of tons of asphalt plant mix complete in place that has been used to make completed and accepted repairs. The asphalt plant mixed material will be measured by being weighed in trucks on certified platform scales or other certified weighing devices. The above price and payment will be full compensation for all work covered by this provision,

including but not limited to removal and disposal of all types of pavement; furnishing and applying tack coat; furnishing, placing, and compacting of asphalt plant mix; and furnishing scales. Furnishing asphalt binder will be paid as provided in Article 620-4 for *Asphalt Binder for Plant Mix* for each grade required.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Patching Existing Pavement	Ton

## **ADJUSTMENT OF MANHOLES, METER BOXES, AND VALVE BOXES**

9/9/21

Div 7

Utility adjustments on this project shall be made in accordance with Article 858-3 of the 2024 *Standard Specifications* with the following exception:

**Cast iron or steel fittings will not be permitted for the adjustment of manholes, meter boxes, and valve boxes on this project.**

**Adjustment to manholes, meter boxes, and valve boxes on this project shall be made by the use of an approved Rapid Set Grout, Mortar, or Concrete that will take full set and become load bearing within sixty minutes of placement. The Resident Engineer will furnish a list of approved materials to the Contractor.**

**The Contractor shall replace worn/damaged manhole rings and covers, worn meter box frames and covers, and worn valve box frames and covers, as directed by the Engineer, with a new ring/frame and cover assembly. The Department or utility owner will furnish these assemblies at no cost to the Contractor.**

**In the event that no adjustment is required to a manhole, meter box or valve box, a bond breaker such as sand, paper, asphalt release agent or other approved material shall be used over the top of the manhole or valve. The work of applying the material and subsequent cleaning of the manhole or valve shall be incidental to paving operations and no additional compensation will be made.**

<b>Pay Item</b>	<b>Pay Unit</b>
Adjustment of Manholes	EA
Adjustment of Meter Boxes or Valve Boxes	EA

## **PAVEMENT MARKINGS, MARKERS AND DELINEATION**

**Markings and Markers: All Facilities**

Review and record the existing pavement markings and markers before resurfacing. Re-establish the new pavement markings and markers using the record of existing markings in conjunction with the Roadway Standard Drawings. Unless otherwise directed by the Engineer, new pavement markings not meeting the current standards should be updated to the Roadway Standard Drawings. Have existing or proposed passing zones reviewed by the engineer before installation. Submit the record of the existing pavement markings seven calendar days before the obliteration of any pavement markings.

## **HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINES:**

(12-1-20) (Rev. 1-1-24)

### **Description**

This special provision covers machine applied “hot spray” thermoplastic pavement marking material with both incorporated reflective media.

General, Color, Packing for Shipment, Storage, Materials, Construction Methods, Maintenance, Method of Measurement, and Basis of Payment shall be as described in Section 1087 and Section 1205 of the Standard Specifications, with the exceptions as shown below:

Revise the *Standard Specifications* as follows:

**Page 10-187, Subarticle 1087-4(C) Gradation & Roundness**, lines 4-6, replace this subarticle with the following:

The reflective media used in all pavement marking shall be used according to the manufacturer’s recommendations in order to meet the retroreflectivity requirements as stated in Subarticles 1205-4(C) and 1205-4(D) as measured by any Department approved mobile or handheld retroreflectometer.

The reflective media shall be capable of flowing freely through dispensing equipment in any weather suitable for marking the pavement.

**Page 12-1, Subarticle 1205-2(B) Material Qualifications**, line 9, add the following:

All “hot spray” thermoplastic manufacturers must be prequalified. In order to be prequalified, all “hot spray” Thermoplastic Pavement Marking manufacturers must have their material installed on the NTPEP test deck.

**Page 12-6, Subarticle 1205-4(A)(3) Applicator Storage Kettle**, delete lines 31-33, add the following:

Handliners shall not be allowed.

Use application equipment that provides multiple width settings ranging from 4 inches to 12

inches and multiple thickness settings to achieve a minimum 50 mil thickness in one pass.

**Page 12-7, Subarticle 1205-4(C) Application**, lines 2-5, delete the first paragraph and replace with the following:

All thermoplastic markings shall be of the hot, machine applied type. Application shall be accomplished by spraying methods only.

**Page 12-7, Subarticle 1205-4(C) Application**, lines 31-32, delete the last paragraph and replace with the following:

Produce a cross-sectional thickness of hot spray thermoplastic markings for long line markings only with a minimum thickness of 50 mils without reflective media or a minimum thickness of 55 mils with reflective media. Extruded type thermoplastic shall not be sprayed.

The cross-sectional thickness of all “hot sprayed” thermoplastic markings above the surface of the existing pavement shall be no more than 60 mils.

The manufacturer of that material shall certify that the Contractor is trained to place the material. At least one member of each crew working on this project shall have completed this training. The Contractor shall furnish the Engineer written confirmation of this training from the material manufacturer prior to beginning the work.

If the hot sprayed thermoplastic is to be placed over milled-in rumble strips, the Contractor shall ensure that all debris is removed after milling and the surface is thoroughly cleaned to ensure optimum adhesion between the surface and the hot sprayed thermoplastic.

**Page 12-12, Article 1205-10 Measurement and Payment**, add the following:

*Hot Spray Thermoplastic Pavement Marking Line, \_" Width, \_mils Thick* will be measured and paid as the actual number of linear feet of pavement marking lines satisfactorily placed and accepted by the Engineer. The quantity of solid lines will be the summation of the linear feet of solid line measured end-to-end of the line. The quantity of skip or broken lines will be the summation of the linear feet derived by multiplying the nominal length of a line by the number of marking lines satisfactorily placed. Such prices and payment will be full compensation for all work covered by this section including, but not limited to, furnishing, surface preparation, reapplication of molten pavement marking crossed by a vehicle, and removal of all pavement marking materials spilled on the roadway surface.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Hot Spray Thermoplastic Pavement Marking Lines, <u>4</u> ", <u>50</u> mils	Linear Foot

**STAMPED ASPHALT:**  
(5-18-04)(Rev. 9-16-25)

SPI 6-06

**Description**

This work consists of constructing a stamped, textured decorative print in an asphalt surface.

**Materials**

Use one of the following products: Streetprint, FrictionPave, Pattern Paving Stamped Asphalt or an approved equal. Only one product will be permitted to be used on this project.

**Construction Methods**

Construct stamped, textured decorative print asphalt surface at the locations shown in the plans. Install in accordance with the manufacturer's recommendations. The Engineer will determine the exact pattern and color.

**Measurement and Payment**

*Stamped Asphalt* will be measured and paid for as the actual number of square yards of asphalt surface that has been textured and coated, completed and accepted. Such price and payment will be full compensation for all labor, materials, tools, equipment and incidentals necessary to complete the work.

Payment will be made under:

**Pay Item**

Stamped Asphalt

**Pay Unit**

Square Yard

STATE OF NORTH CAROLINA

AFFIDAVIT

TOWN OF \_\_\_\_\_

\*\*\*\*\*

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by and on behalf of \_\_\_\_\_, the Employer, after first being duly sworn hereby state as follows:

- 1. Employer understands that E-Verify is the federal E-Verify program operated by the United States 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 in accordance with NCGS §64-25(5).
- 2. Employer understands that Employers (as defined in paragraph 3) must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
- 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
  - a. YES \_\_\_\_\_, or
  - b. NO \_\_\_\_\_
- 4. Employer's subcontractors comply with E-Verify, and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant  
Print or Type Name: \_\_\_\_\_, Title: \_\_\_\_\_

State of North Carolina  
\_\_\_\_\_ County

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_.



TOWN OF  
HILLSBOROUGH

**Safety & Risk Management**

Office-919.241.4615

Fax-919.241.4623

**Contractor Compliance Agreement**

**1. Occupational Safety and Health Act**

All work performed by contractors and contractors employees for The Town of Hillsborough shall comply fully with applicable provisions of federal and applicable state occupational safety and health acts, standards, and regulations.

The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury and losses.

The contractor hereby certifies that all such materials and work performed will conform to and comply with such standards and regulations.

**2. Safety Representative**

A contractor shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

**3. Safety Agreement Acknowledgement**

The safety agreement has been read and its conditions are hereby accepted by the undersigned on behalf of the contractor and its employees, agents, subcontractors and subcontractor employees and agents.

Contractors Signature: \_\_\_\_\_

Print: \_\_\_\_\_

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

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

Town Representative: \_\_\_\_\_

Print: \_\_\_\_\_

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

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

**FORM W-9**

[Rev. 1-92; Rev. 10-94  
for Division Contract Use]

Pursuant to Internal Revenue Service Regulations, vendors must furnish their **Taxpayer Identification Number (TIN)** to the State. **If this number is not provided, you may be subject to a 31% withholding on each payment.** To avoid this 31% withholding and to insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information **exactly as it appears on file with the IRS.**

Legal Business Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9 Digit Taxpayer Identification Number  
Social Security Number \_\_\_\_\_  
Federal Employer Identification Number \_\_\_\_\_

Business Designation (Check One) \_\_\_\_\_ Individual (Soc.Sec. #)  
\_\_\_\_\_ Sole Proprietorship (Soc.Sec. #)  
\_\_\_\_\_ Partnership (Fed. ID)  
\_\_\_\_\_ Estate/Trust (Fed. ID)  
\_\_\_\_\_ Corporation (Fed. ID)  
\_\_\_\_\_ Public Service Corporation (Fed. ID)  
\_\_\_\_\_ Governmental/Non-Profit (Fed. ID)

Under penalties of perjury, I declare that I have examined this request and to the best of my knowledge and belief, it is true, correct, and complete. I have not been notified by the IRS that I am subject to backup withholding for failure to report income.

\_\_\_\_\_  
Name (Print or Type name of individual-not company) Title (Print or Type)

\_\_\_\_\_  
Signature Date Telephone Number

**State of North Carolina AFFIDAVIT A - List of the Good Faith Effort**

**Town of Hillsborough**

Affidavit of \_\_\_\_\_  
(Name of Bidder)

**I have made a good faith effort to comply under the following areas checked:**  
(A minimum of 5 areas must be checked in order to have achieved a "good faith effort")

- 1-Contacted minority businesses that reasonably could have expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2-Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3-Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4-Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority business.
- 5-Attended prebid meetings scheduled by the public owner.
- 6-Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7-Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8-Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9-Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10-Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cashflow demands.

In accordance with GS 143-128.2(d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer \_\_\_\_\_

Signature: \_\_\_\_\_

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

State of North Carolina, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

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

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

SEAL

**State of North Carolina AFFIDAVIT B - Intent to Perform Contract with Own Workforce**

**Town of Hillsborough**

Affidavit of \_\_\_\_\_  
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for

the \_\_\_\_\_ contract.  
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

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

State of North Carolina, County of \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Notary Public \_\_\_\_\_  
My commission expires \_\_\_\_\_



**ATTACH TO BID - IF YOU MEET THE M/WBE GOAL**

**State of North Carolina AFFIDAVIT C- Portion of the Work to be Performed by Minority Firms**

The Town of Hillsborough Goals for M/WBE Participation in the Procurement of Goods, Services and Construction Projects is 10%.

Affidavit of \_\_\_\_\_ I do hereby certify that on \_\_\_\_\_  
the (Name of Bidder)

\_\_\_\_\_ (Project Name)  
Project ID No. \_\_\_\_\_ Amount of Bid \$ \_\_\_\_\_

I will expend a minimum of \_\_\_\_\_% of the total dollar amount of the contract with minority businesses enterprises. Work will be subcontracted to the following firms listed below. Attach additional sheets if needed.

Name and Phone Number	*Minority Category	Work Description	Dollar Value	Percentage of Goal

**\*Minority categories:** Black, African American (**B**), Hispanic (**H**), Asian American (**A**), American Indian (**I**), Female (**F**)

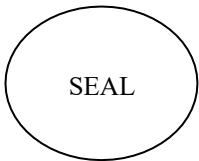
Pursuant to GS 143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

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



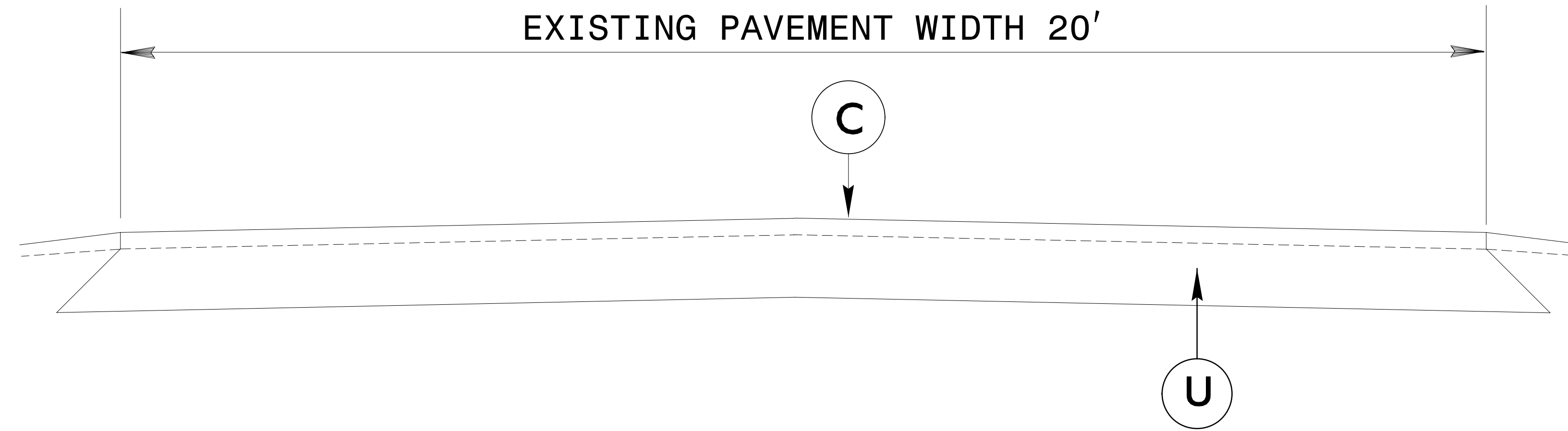
State of North Carolina, County of \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day \_\_\_\_\_ of 20 \_\_\_\_

Notary Public \_\_\_\_\_  
My commission expires \_\_\_\_\_

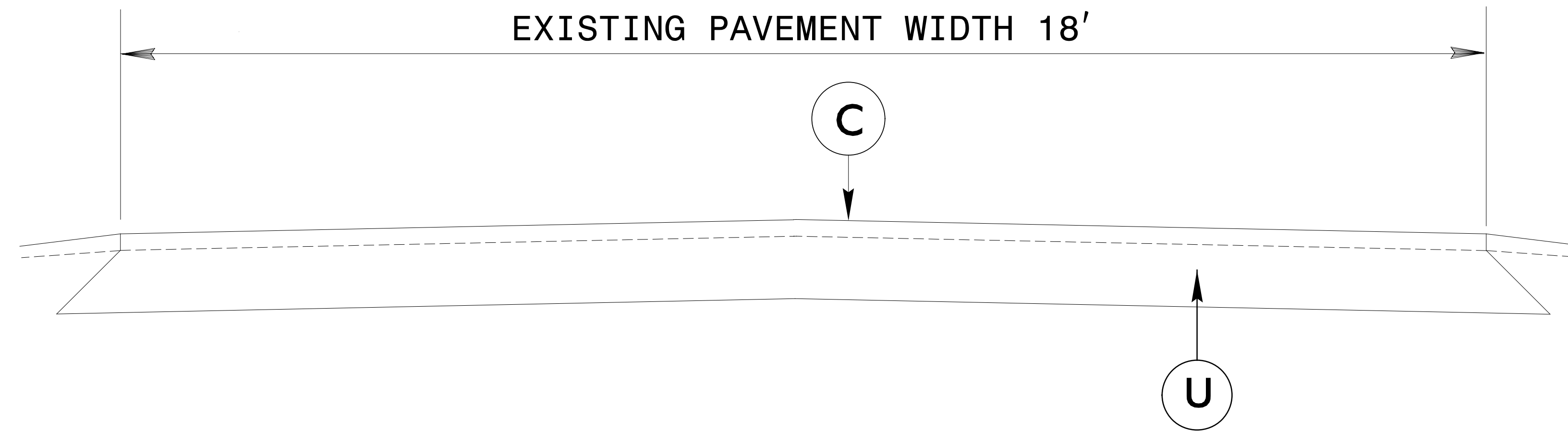


PAVEMENT SCHEDULE

C	PROP. APPROX. 1¼" ASPHALT CONCRETE SURFACE COURSE TYPE S9.5B, TO BE APPLIED AT AN AVERAGE RATE OF 137.5 LBS PER SQ. YD.
U	EXISTING PAVEMENT



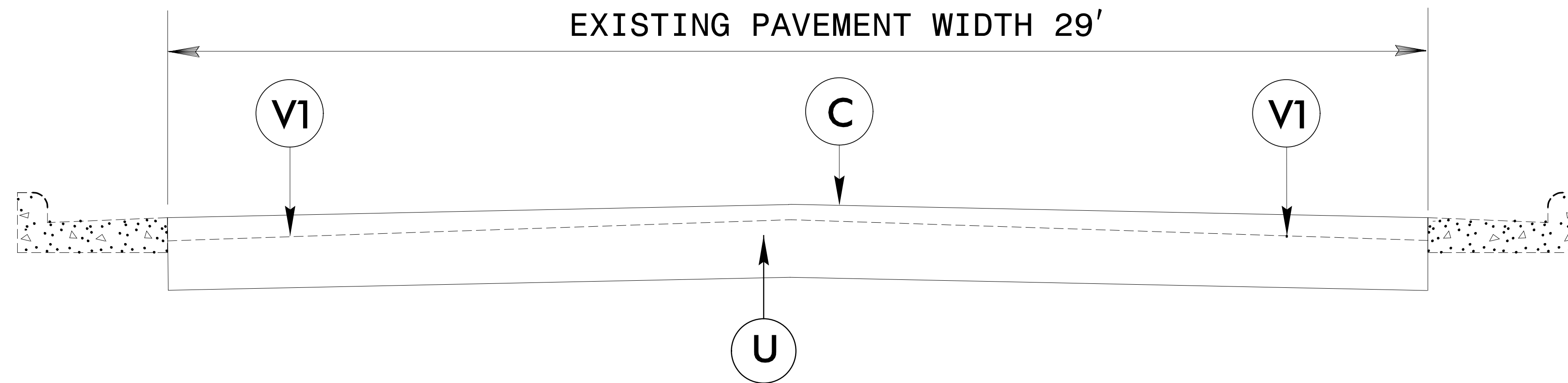
TYPICAL SECTION NO. 1  
MAP 8,9



TYPICAL SECTION NO. 2  
MAP 2,3,4,7

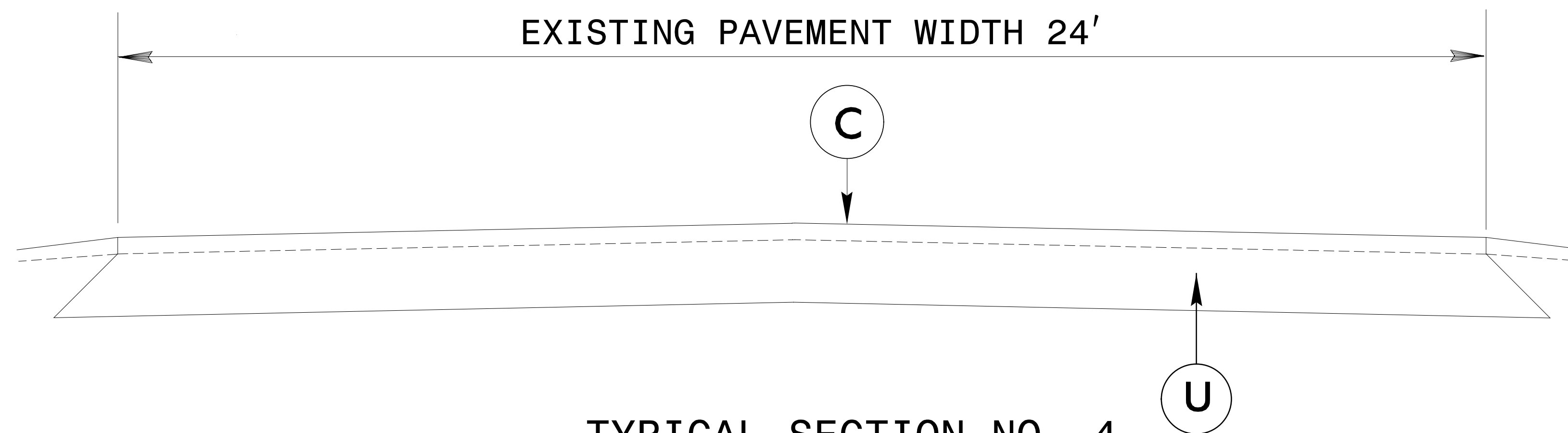
**PAVEMENT SCHEDULE**

<b>C</b>	PROP. APPROX. 1¼" ASPHALT CONCRETE SURFACE COURSE TYPE S9.5B, TO BE APPLIED AT AN AVERAGE RATE OF 137.5 LBS PER SQ. YD.
<b>U</b>	EXISTING PAVEMENT
<b>V1</b>	PROFILE MILLING EXISTING ASPHALT PAVEMENT 0" - 1' 1/4"



TYPICAL SECTION NO. 3

MAP 6

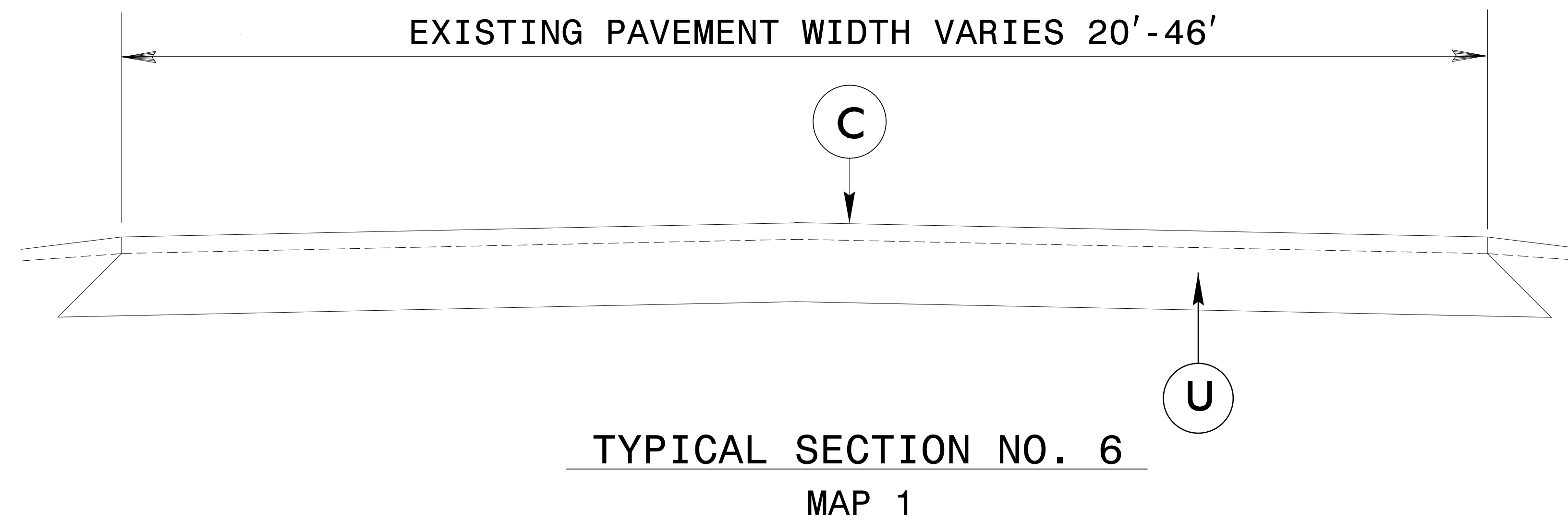
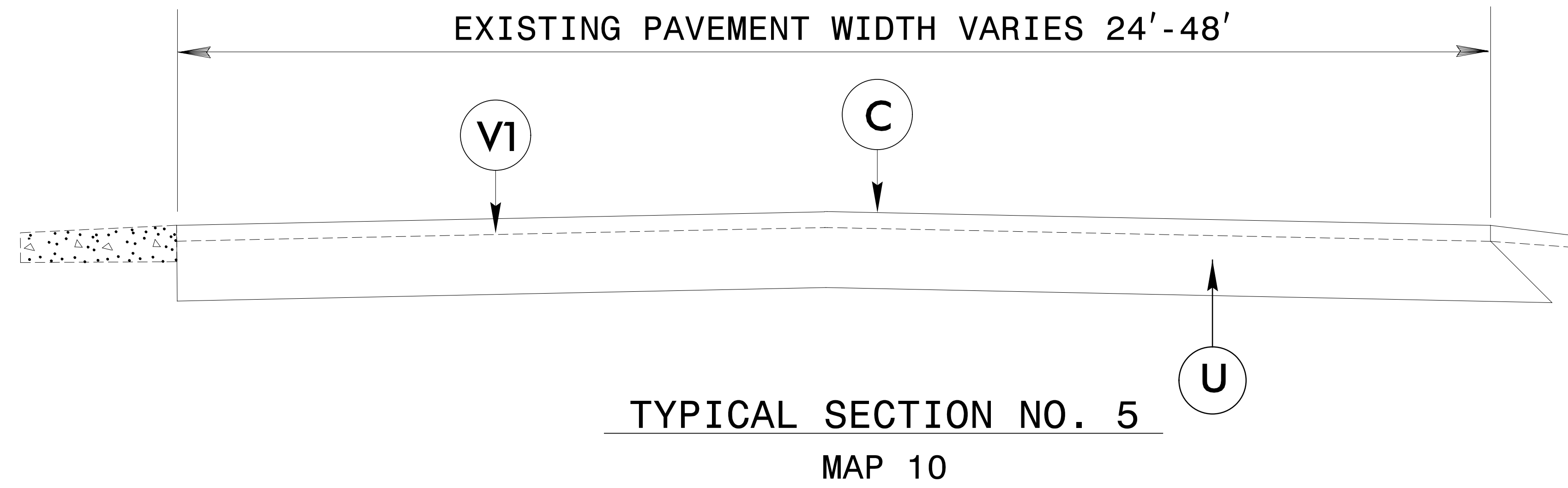


TYPICAL SECTION NO. 4

MAP 11

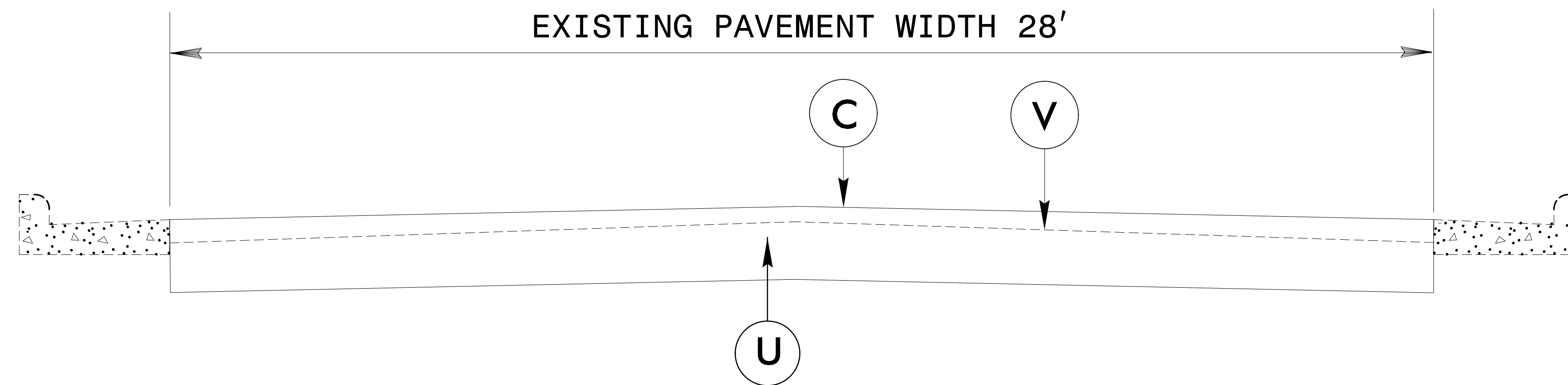
**PAVEMENT SCHEDULE**

C	PROP. APPROX. 1¼" ASPHALT CONCRETE SURFACE COURSE TYPE S9.5B, TO BE APPLIED AT AN AVERAGE RATE OF 137.5 LBS PER SQ. YD.
U	EXISTING PAVEMENT
V1	PROFILE MILLING EXISTING ASPHALT PAVEMENT 0" - 1' 1/4"



# PAVEMENT SCHEDULE

C	PROP. APPROX. 1 1/4" ASPHALT CONCRETE SURFACE COURSE TYPE S9.5B, TO BE APPLIED AT AN AVERAGE RATE OF 137.5 LBS PER SQ. YD.
U	EXISTING PAVEMENT
V	MILL ASPHALT PAVEMENT 1 1/4"

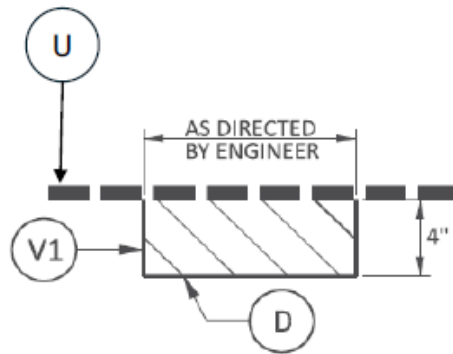


TYPICAL SECTION NO. 7  
MAP 5



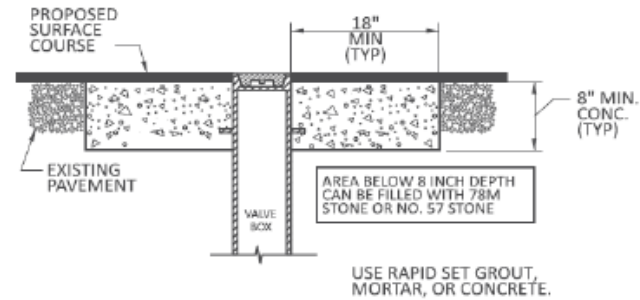
# PATCHING AND MANHOLE DETAILS

PAVEMENT SCHEDULE	
U	EXISTING PAVEMENT
D	PORP. APPORX. 4" ASPHALT INTERMEDIATE COURSE, TYPE i19.0c AT AN AVERAGE RATE OF 456 LBS. PER SQ. YD.
V1	MILL ASPHAT PAVEMENT, 4" DEPTH

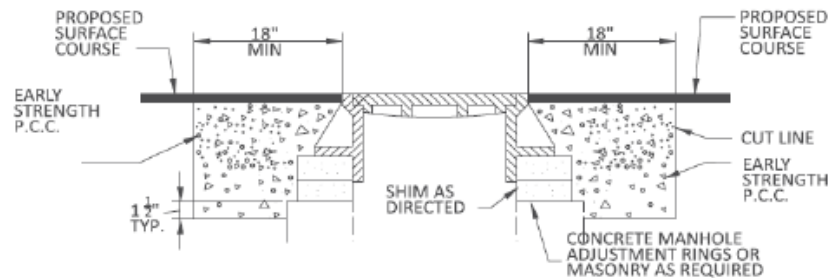


MILL FILL WITH INTERMEDIATE COURSE, TYPE I19.0C AT LOCATIONS AS DIRECTED BY THE ENGINEER.

## PATCHING EXISTING PAVEMENT DETAIL



## STANDARD CONCRETE ENCASMENT FOR VALVE CASTINGS IN PAVEMENT

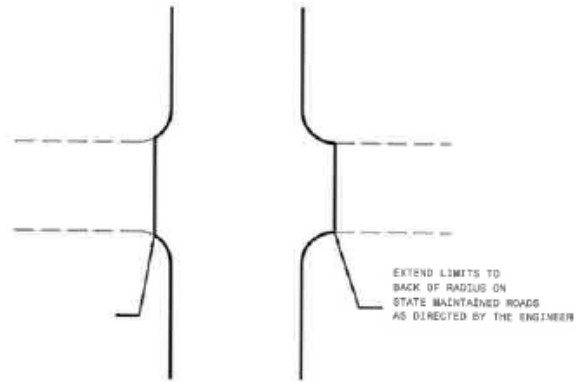
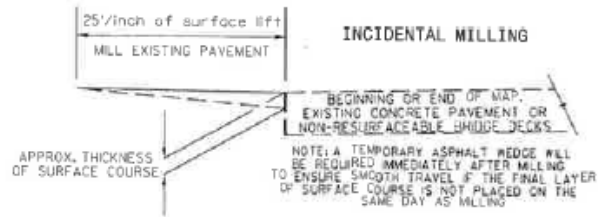


### NOTES:

1. MORTAR SHALL BE MIXED TO NCDOT SPECIFICATIONS.
2. ALL FAULTY EXISTING BRICKWORK TO BE REMOVED AND REPLACED WITH NEW BRICK MASONRY.
3. EXCAVATION FOR THE ADJUSTMENT SHALL BE SHEER CUT ON ALL SIDES.
4. RAPID SET GROUT, MORTAR, OR CONCRETE SHALL BE USED  
CLASS B CONCRETE MAY BE USED WHEN ADJUSTMENTS ARE NOT IN THE TRAVEL LANE.

## STANDARD CONCRETE ENCASMENT FOR MANHOLE CASTINGS IN PAVEMENT

# INCIDENTAL MILLING DETAILS



DETAIL OF PROJECT LIMITS AT  
UNSIGNALIZED Y LINES

