



Dunn City Council
Regular Meeting
Tuesday, October 8, 2024
6:30 p.m., Dunn Municipal Building

AGENDA

Call to Order – Mayor William P. Elmore, Jr.
Invocation
Pledge of Allegiance

**PLEASE TURN OFF
OR SILENCE CELL PHONES**

- 1) Adjustment and Approval of the October 8, 2024 meeting agenda

ITEMS FOR DISCUSSION AND/OR DECISION

- 2) Halloween Resolution
- 3) Friendly Road Development Agreement
- 4) Managers' Office Update
- 5) Announcements
- 6) **Closed Session** - If called, the General Statute(s) allowing the Closed Session will be cited in the motion

ADJOURNMENT

“This institution is an equal opportunity provider and employer”

Adjustment and Approval Of the October 8, 2024 Meeting Agenda

Recommendation:

Motion to adopt the October 8, 2024, meeting agenda as presented.

Or

Motion to adopt the October 8, 2024, meeting agenda as presented with the following changes:

Additions: (Assign Number on the Agenda such as 28A)

Removal of the following items(s):

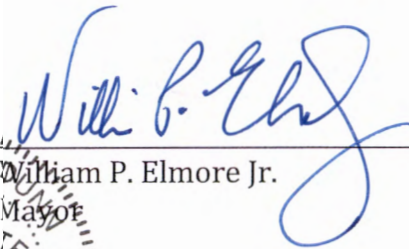
Move Item of Business from one section to another section (such as moving item from Consent Items to Items for Discussion and/or Decision).

**Urging Residents to Be Safe and Courteous at Halloween
and to Observe Trick-or-Treating on October 31, 2024**

BE IT RESOLVED BY THE City Council of the City of Dunn that residents who desire to participate in traditional Halloween Trick-or-Treating observe certain safety, courtesy and common sense guidelines to protect participants and preserve the peace for non-participants. And, be it resolved that the City Council suggests the following guidelines:

- (1) That Halloween Trick-or-Treating should take place on Thursday, October 31, 2024 and it is *recommended* that door-to-door trick-or-treating be limited to children 13 and under.
- (2) That all children taking part in Trick-or-Treating should be clothed in safe costumes, featuring materials that can be seen in the dark by motorists and masks that do not obstruct their vision.
- (3) That all children or groups of children taking part in Trick-or-Treating should be accompanied by a responsible older person who can protect the children from harm.
- (4) That Trick-or-Treating be conducted during reasonable hours, *preferably* between 5:00 p.m. and 8:00 p.m.
- (5) That those who choose not to participate in Halloween indicate so to others by leaving their porch lights off; and, that participants respect the wishes of those who choose not to participate in Trick-or-Treating by not visiting homes with the porch lights off.
- (6) That children Trick-or-Treat in their own neighborhoods, visiting only familiar homes.
- (7) That parents and/or guardians inspect collected treats carefully before they are consumed by children and that suspicious activities or collected treats that show signs of tampering be reported immediately to the Dunn Police Department.

Adopted this 8th day of October, 2024.



William P. Elmore Jr.
Mayor



ATTEST:



Melissa R. Matti

Melissa R. Matti, CMC, NCCMC, CZO
City Clerk

Meeting Date: October 8, 2024

SUBJECT TITLE	Friendly Rd. Development Agreement with RP Wellons
PRESENTER/DEPARTMENT	City Manager
ATTACHMENT(S)	Development Agreement & Exhibits
PUBLIC HEARING PUBLISH DATES	

PURPOSE: To review the draft Friendly Road Development Agreement between the City of Dunn and RP Wellons Land & Development, LLC.

BACKGROUND: Article 10 of Chapter 160D authorizes local governments to enter into development agreements including those providing for the cost-sharing of capital improvements. In conjunction with the development by *RP Wellons Land & Development, LLC (Wellons)*, of Middleton Townes Subdivision Phase One on the north side of Friendly Road, the City and Wellons have agreed, subject to City Council approval, to enter into a development agreement. Under the agreement, Wellons would install not only those capital improvements required under the City's Unified Development Ordinance (UDO), but would also install on and along Friendly Road additional capital improvements not otherwise required. These capital improvements would extend along Friendly Road from Maple Avenue to Powell Avenue with the cost allocated between Wellons and the City with some costs entirely Wellons, some entirely the City's, and some divided equally between Wellons and the City as more specifically set out in the agreement.

BUDGET IMPACT: The maximum total costs to the City would not exceed **\$752,232.22** (including a \$70,000.00 contingency) plus **\$39,100.00** allowed for tree removal and replacement of a brick wall on the North side of Friendly Road. Funding for the City's share of these improvements is readily available from the remaining balance of the 2023 two million dollar (\$2,000,000.00) paving project.

**RECOMMENDED
MOTION/ACTION
REQUESTED OF
COUNCIL**

ITEM FOR DISCUSSION

STATE OF NORTH CAROLINA

**DEVELOPMENT AGREEMENT
PURSUANT TO §160D-1001, ET SEQ.**

COUNTY OF HARNETT

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is made as of the _____ day of October, 2024, by and between **RP Wellons Land & Development, LLC**, a North Carolina limited liability company, (hereinafter referred to as “**Developer**”) and the **City of Dunn**, a North Carolina municipal corporation (hereinafter referred to as the “**City**”).

WITNESSETH:

WHEREAS, Developer is the owner of certain property located within the City’s corporate limits identified as Middleton Townes Subdivision Phase One, as shown and depicted on that plat of the same name and recorded in **Map Book 2023, Page 506**, Harnett County Registry attached hereto as **Exhibit A** (the “**Developer’s Property**”); and

WHEREAS, as an integral part of the Middleton Townes Subdivision Phase One development, Developer has prepared an Overall Site Plan for the Friendly Road Lane Widening project which site plan contains the development plan and construction drawings for the Friendly Road widening project and which are attached hereto as **Exhibit B** and incorporated herein by

reference (hereinafter the “**Plan and Construction Drawings**”). Said Plan and Construction Drawings being subject to approval by the City were prepared by Fleet Temple Engineering, PLLC and dated 9-23-2023; and

WHEREAS, Developer intends to build a residential housing development on Developer’s Property located off Friendly Road, Dunn, NC 28334 and bearing the subdivision name Middleton Townes Subdivision Phase One. (the “**Development**”). In conjunction with the Development the City’s Uniform Development Ordinance (UDO) requires the **Developer to bear the costs** of and to install in R-7 zoning districts: underground drainage, curb and gutter, public water and hydrants, public sewer, streetlights, paved streets, street trees, street signs, underground wiring park open space, and sidewalks. (the “**Developer Obligations**”); and

WHEREAS, in connection with the performance of the Developer Obligations the City has requested that the Developer include with the Developer Obligations certain additional work for the benefit of the City for which the **City shall bear the costs** to wit: installation along the North side of Friendly Road 1,120 linear feet of 30” curb and gutter and a five (5) foot sidewalk with concrete handicap ramps; six inch (6”) concrete driveway aprons where appropriate; resurfacing with a one inch (1”) overlay approximately 1,120 linear feet (3,960 sq/yds) of Friendly Road; installation of various sizes of RCP and curb inlets for stormwater drainage; and, relocation of a fire hydrant and sewer lateral (the “**City-Requested Improvements**”); and

WHEREAS, in further connection with the performance of the Developer Obligations, the Developer and the City have agreed that certain other additional work will benefit both the Developer and the City and therefore, the parties have agreed that following additional work will be included with the Developer’s Obligations and the **parties will equally bear the costs** of the following: installation of 1300 linear feet of 30” curb and gutter on the North side of Friendly

Road and a five (5) foot sidewalk with concrete handicap ramps; installation of 700 linear feet of 30” curb and gutter on the South side of Friendly Road; resurfacing with a one inch (1”) overlay approximately 1,325 linear feet (4,925 sq/yds) of Friendly Road; installation of various sizes of RCP and curb inlets for stormwater drainage; and, relocation of a fire hydrant (the “**Mutual Improvements**”); and

WHEREAS, the parties hereto desire to enter into this Agreement to bind themselves to certain terms, conditions and obligations regarding the following: (i) certain obligations by Developer to construct the Development and to (i) complete the Developer Obligations, and (ii) the City’s reimbursement of certain expenses related to Developer’s Obligations as set out herein.

NOW THEREFORE, for and in consideration of the mutual exchange of the covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. Developer Obligations.

- A. Developer shall build and completely construct the Development according to the Plan and Construction Drawings.
- B. Developer shall design, obtain appropriate permits and construct and dedicate to the City, subject to the City’s acceptance, the Developer’s Obligations, the City-Requested Improvements, and the Mutual Improvements, (hereinafter “**Infrastructure and Appurtenances**”) as shown on the Plans and Construction Drawings.
- C. Developer shall construct the Infrastructure and Appurtenances at the same time as it constructs the Development and according to the Plans and

Construction Drawings. Thereafter, Developer shall offer for dedication to the City the Infrastructure and Appurtenances. Prior to the City's acceptance of said dedication of the Infrastructure and Appurtenances, such acceptance being in the City's sole discretion, the City's Public Utilities Director ("**Director**") or designee may inspect the same to ascertain that they are in proper working order, not in need of repair or modification and free from any defects in workmanship. If the Director determines that the Infrastructure and Appurtenances are not in proper working order, the Director shall provide written notice thereof to Developer, who shall make such repairs within ninety (90) days of such notice, whereupon the Director shall reinspect the Infrastructure and Appurtenances.

- D. Developer warrants that all Infrastructure and Appurtenances constructed and installed by Developer and dedicated to the City shall remain in proper working order, shall not be in need of repair or modification, and shall be free from any defects in workmanship for a period of one year from the date of acceptance of dedication by the City.
- E. Developer shall complete construction of the Development pursuant to the Plan and Construction Drawings.
- F. Upon completion of the Developer's Obligations, Developer shall offer for dedication said Infrastructure and Appurtenances to the City for ownership and operation. Provided, however, any dedication by Developer to the City shall not release Developer from Developer Obligations or its further obligation to correct any part of the Infrastructure or Appurtenances within

one year from the date of dedication (hereinafter “**Corrective Work Period**”). Developer hereby agrees to warrant and correct during the Corrective Work Period all or any part of the Infrastructure and Appurtenances as determined by the Director as being defective, inadequate or failing to meet workmanlike standards. Developer shall comply with all reasonable directives and requirements issued by the Director regarding the construction of the Infrastructure and Appurtenances.

G. Developer shall bear as its separate obligation all permit fees, fines, costs, and penalties imposed or assessed by any governmental agency or regulatory authority regarding the construction of the Development and Infrastructure and Appurtenances, subject to reimbursement as provided herein. Developer shall provide and maintain a performance bond, in a form satisfactory to the City and in favor of the City bonding and guaranteeing the full and faithful performance of all terms, obligations and conditions herein; and, Developer shall indemnify and hold the City harmless from any and all loss, cost or damage, including reasonable attorney’s fees, occasioned by any act or omission relating to the construction of the Infrastructure and Appurtenances.

H. Developer shall maintain or cause to be maintained, in full force and effect, commercial general public liability insurance with a financially responsible insurance company or companies licensed to do business in the State of North Carolina insuring against claims on account of loss of life, bodily injury, or property damage that may arise from, or be occasioned by, the performance of their respective obligations under this Agreement; and, such insurance shall

provide for a combined single limit of not less than Two Million and No/100 Dollars (\$2,000,000.00) for bodily injury, death, or property damage. Such insurance shall extend to the contractual obligation of the insured party arising out of the indemnification obligations set forth in this Agreement. At the City's request, Developer shall furnish to the City evidence that the insurance described above is in full force and effect. All such insurance shall include a waiver of subrogation by the insurer against the City. Except for the Developer's right to enforce the City's obligation to pay Developer the City's Reimbursement as provided in Section 3, Developer hereby waives all other rights of recovery against the City and its officials, employees and agents, for any and all damages, consequential losses, lost profits, interruption of construction or lost sales or services.

- I. Developer shall indemnify and hold harmless the City and its agents from and against any and all claims for damage of any kind including, but not limited to, damage or injury to the person or property of anyone or any entity arising from any act, omission or performance of or non-performance by Developer of its obligation under this Agreement including, but not limited to, the defense or pursuit of any claim or any action or proceeding with respect thereto; and in case any action or proceeding is brought against the City by reason of any such matter, then in such event, Developer, upon notice from the City, shall defend the City at Developer's expense by counsel reasonably satisfactory to the City. The City need not have first paid any such claim in

order to be so indemnified. This indemnity shall expressly survive expiration or termination of this Agreement.

- J. All construction performed by Developer pursuant to this Agreement shall be performed and completed in the locations shown and in accordance with the Plan and Construction Drawings approved by the City.

Pursuant to N.C.G.S. 160A-320, this is a contract between the Developer and City for added public enterprise improvements that are ancillary to Developer's private development but not occasioned by the Developer. The coordination of separately contracted improvements (e.g. the portion of the Infrastructure and Appurtenances requested by the City) would cost the City more if constructed separately from the work required to be performed by the Developer in connection with the Development. The City is reimbursing Developer for costs associated with the construction of the **City-Requested Improvements** and for one-half (1/2) the costs of the **Mutual Improvements** all of which is over and above that which would be required of a developer under the City's Unified Development Ordinance. Developer agrees to execute such documentation (such as deeds and easements) as the City may request to achieve the purposes of this Agreement.

Section 2. Remedies. Should Developer fail to perform any of Developer's Obligations set out in Section 1, then the City may, at the City's election and in addition to other remedies set forth herein or allowed by law refuse to grant certificates of occupancy for the Development until Developer has satisfied any such obligation, term or condition.

Section 3. City Obligations. Within thirty (30) days after Developer (i) completes construction of the Infrastructure and Appurtenances, (ii) obtains all permits for the Infrastructure and Appurtenances, (iii) offers the same to the City for dedication and (iv) the City accepts the dedication of the same, the City will reimburse Developer for the actual cost incurred by Developer for the **City-Requested Improvements** and for one-half (1/2) the costs of the **Mutual Improvements** (the “**City’s Reimbursement**”). The City’s Reimbursement for the **City-Requested Improvements** and for one-half (1/2) the costs of the **Mutual Improvements** shall not exceed **\$752,232.22**. Eligible costs for the City Reimbursement include all those items listed under “City of Dunn Costs” and one-half (1/2) of the costs of those items listed under “Wellons Construction & City of Dunn Share Costs” as shown on that estimate from Wellons Construction Inc., dated September 20, 2024, entitled “Friendly Road Improvements – Share Costs” which estimate is attached hereto as **Exhibit C** and incorporated herein by reference. In addition to the **\$752,232.22** set forth above, the City-Reimbursement shall also include not more than **\$39,100.00** for Mobilization, Clearing and Demolition for tree removal on the North side of Friendly and the removal and replacement of a brick wall as set forth in the above-referenced estimate.

Section 4. Additional Documents. The parties agree to take all necessary action to enter into, execute and deliver any and all written documents necessary to carry out the intent and terms of this Agreement. However, it is acknowledged and agreed by Developer that nothing in this Agreement shall create any obligation upon the City to issue any permits in connection with construction of the Infrastructure and

Appurtenances nor shall this Agreement create any obligation upon the City that would impede or impair the City in performing any governmental function, including without limitation, (i) development, building and fire inspections, (ii) construction and site plan review, or (iii) issuance of certificates of occupancy.

Section 5. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, or by Federal Express, Airborne Express, or similar overnight delivery service, addressed as follows:

If to Developer: RP Wellons Land & Development, LLC
 Attn: Seth Thompson
 P.O. Box 730
 Dunn, NC 28835

If to Town: City of Dunn
 Attn: City Manager's Office
 401 East Broad Street
 Dunn, NC 28334

Notice shall be deemed to have been given upon receipt. Refusal of delivery shall be deemed receipt.

Section 6. Covenant Running With The Land. It is the intention of the parties hereto that this Agreement shall be an equitable servitude and a covenant running with the lands comprising the Development. This Agreement shall be recorded by the Developer with the Harnett County Register of Deeds.

Section 7. Modification. No minor modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated and signed by both parties. Major modifications must be approved following the procedures in G.S. 16D-

1006(e). Any modification that increases the City's reimbursement requirement by more than \$5,000.00 shall constitute a major modification.

Section 8. Full Agreement. This Agreement contains the entire agreement of the parties, and all prior communications, oral or written, are without any force and effect as it is the specific intent of the parties that this Agreement alone sets forth the terms on which the parties have mutually agreed. Each party specifically agrees that it enters into this Agreement based on its own understanding of the terms hereof and does not rely, in whole or in part, on any interpretation or representation of the other party. Each party agrees that this Agreement is the result of good faith arm's length negotiations. Each party is represented by separate counsel.

Section 9. Assignment. Neither this Agreement nor the performance of any obligation herein can be assigned without the express written consent of the parties hereto, which consent will not be unreasonably withheld or delayed provided the Assignee demonstrates to the City its capability to perform the Developer's Obligations herein.

Section 10. No Partnership, Joint Venture. This Agreement does not create any obligation or relationship such as a partnership, joint venture or other similar legal relationship between the parties. Any correspondence or other references to "partners" or other similar terms will not be deemed to alter, amend or change the relationship between the parties hereto unless there is a formal written agreement specifically detailing the rights, liabilities and obligations of the parties as to a new, specifically defined legal relationship.

- Section 11. Binding Effect. It is mutually understood and specifically agreed that this Agreement is binding Developer's successors, assigns, tenants, lessees and sublessees of the parties hereto.
- Section 12. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of North Carolina.
- Section 13. Venue. The parties agree that any action brought in a court of law pertaining to this Agreement or the obligations set forth herein shall be brought in Harnett County, North Carolina.
- Section 14. Counterparts. This Agreement may be executed in one or more counterparts.
- Section 15. Waiver. Any waiver from time to time of any provision hereunder will not be deemed to be a full waiver of such provision or waiver of any other provision hereunder. Any waiver shall not prejudice any remedy available to the party(ies).
- Section 16. Headings. The captions and headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held to define or add to the interpretation, construction or meaning of any provision of this Agreement.
- Section 17. Counsel and Draftsmanship. The parties hereto have sought and received the advice of their respective legal counsel in drafting, preparing and executing this Agreement. This Agreement was mutually drafted by counsel for both parties. There shall be no presumption or legal burden placed against either party hereto as the drafter of this Agreement, or any provision hereof, including all exhibits and agreements annexed hereto.

Section 18. Severability. If any provision herein is deemed void or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement and the remaining provisions shall be valid, enforceable and binding between the parties.

Section 19. Term. This Agreement shall be for a period of two (2) years, unless extended by agreement of the parties.

Section 20. Compliance with Development Agreement Act. This Agreement is entered into between the Developer and the City pursuant to North Carolina General Statutes §§160D-1001 through 160D-1012 (the "Development Agreement Act"). The City Council has determined that the estimated benefits to be received by the City are in excess of the City Reimbursement and the City would not be able to complete such improvements for the cost of the City's Reimbursement if contracted separately from this Agreement. Pursuant to North Carolina General Statute §160D-1005, a legislative public hearing was held on _____ by the City Council for the City. The notice for the legislative public hearing specified, among other things, the location of the Development, the development uses proposed by the Development and a place where the proposed Agreement could be obtained, being 401 East Broad Street, Dunn, NC 28334.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

RP Wellons Land & Development, LLC, a North Carolina limited liability company

By: Robert P. Wellons
Title: Manager

CITY OF DUNN

By: _____
William P. Elmore, Jr.
Mayor

Attested:

Melissa R. Mattis
City Clerk

STATE OF NORTH CAROLINA

COUNTY OF _____

I, a notary public of the County and State aforesaid, certify that **Robert P. Wellons**, Manager for **RP Wellons Land & Development, LLC** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this _____ day of _____, 2024.

My Commission Expires: _____ Notary Public

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that **William P. Elmore, Jr.** personally came before me this day and acknowledged that he is Mayor of **City of Dunn, a municipal corporation**, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by **Melissa R. Mattis** as its City Clerk.

Witness my hand and official stamp or seal, this _____ day of _____, 2024.

My Commission Expires: _____

_____ Notary Public

Exhibit A

Plat of Middleton Townes Subdivision Phase One by 4Dsite solutions dated 9-21-2023 and recorded in **Map Book 2023, Page 506**, Harnett County Registry.

Exhibit B

Plan and Construction Drawings entitled Overall Site Plan for the Friendly Road Lane Widening prepared by Fleet Temple Engineering, PLLC and dated 9-23-2023.

Exhibit C

Estimate from Wellons Construction Inc., dated September 20, 2024, entitled “Friendly Road Improvements – Share Costs.”

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C1	26.22	25.00	107°04'17" N	26.52
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C4	13.12	25.00	108°27'37" N	13.87
C5	43.06	25.00	108°27'37" N	43.74
C6	31.73	25.00	103°07'32" N	31.39
C7	44.28	25.00	103°07'32" N	44.89
C8	45.82	25.00	109°04'17" N	46.23
C9	33.14	25.00	107°27'07" N	33.84
C10	43.09	25.00	103°07'32" N	43.74
C11	13.12	25.00	103°07'32" N	13.87
C12	7.81	25.00	104°25'14" N	7.87
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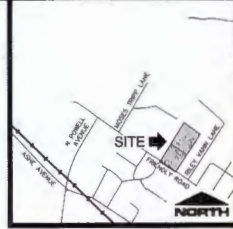
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CERTIFICATE OF APPROVAL FOR RECORDS
I HEREBY CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATE IS REFERRED MEETS ALL REQUIREMENTS OF THE CITY OF DUNN LIMITED DEVELOPMENT DEPARTMENT.
Debra P. Kelly 5/27/23 2023
ADMINISTRATOR

CERTIFICATE OF OWNERSHIP AND ACKNOWLEDGEMENT
I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON, AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISHING BOUNDARY LINES, AND ACCEPTING ALL PROVISIONS OF THE SUBDIVISION AS SHOWN HEREON. I (WE) AGREE TO HOLD PRIVATE USE AS NOTED FURTHER, I (WE) AGREE TO HOLD THE LAND AS SHOWN HEREON WITHIN THE PLATTING JURISDICTION OF THE CITY OF DUNN, NORTH CAROLINA.
RP Wellons Land & Development, LLC 9/28/23
OWNER DATE

CERTIFICATE OF APPROVAL FOR RECORDS AND ACKNOWLEDGEMENT
I, [Name], CITY CLERK OF THE CITY OF DUNN, NORTH CAROLINA, DO HEREBY CERTIFY THAT THE CITY OF DUNN HAS REVIEWED THIS PLAN FOR RECORDS AND HAS ACCEPTED THE LOCATION OF THE PROPERTY LINES, RIGHTS-OF-WAY, AND PUBLIC PARKS AND OTHER PUBLIC PURPOSES AS SHOWN HEREON. I AGREE TO HOLD THE OFFICIAL RECORDS OF THE CITY OF DUNN, NORTH CAROLINA, IN THE OFFICE OF THE CITY CLERK.
Debra P. Kelly 9/28/23
CITY CLERK DATE

CERTIFICATE OF APPROVAL OF INSTALLATION AND ACCEPTANCE OF UTILITIES
I DO HEREBY CERTIFY THAT STREETS, UTILITIES, AND OTHER REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO CITY SPECIFICATIONS AND STANDARDS IN THE SUBDIVISION. I AGREE TO HOLD THE INSTALLATIONS OF THE INCLUDED IMPROVEMENTS IN AN AMOUNT OR MANNER SATISFACTORY TO THE CITY OF DUNN HAS BEEN RECEIVED.
CITY ENGINEER DATE
CITY CLERK DATE

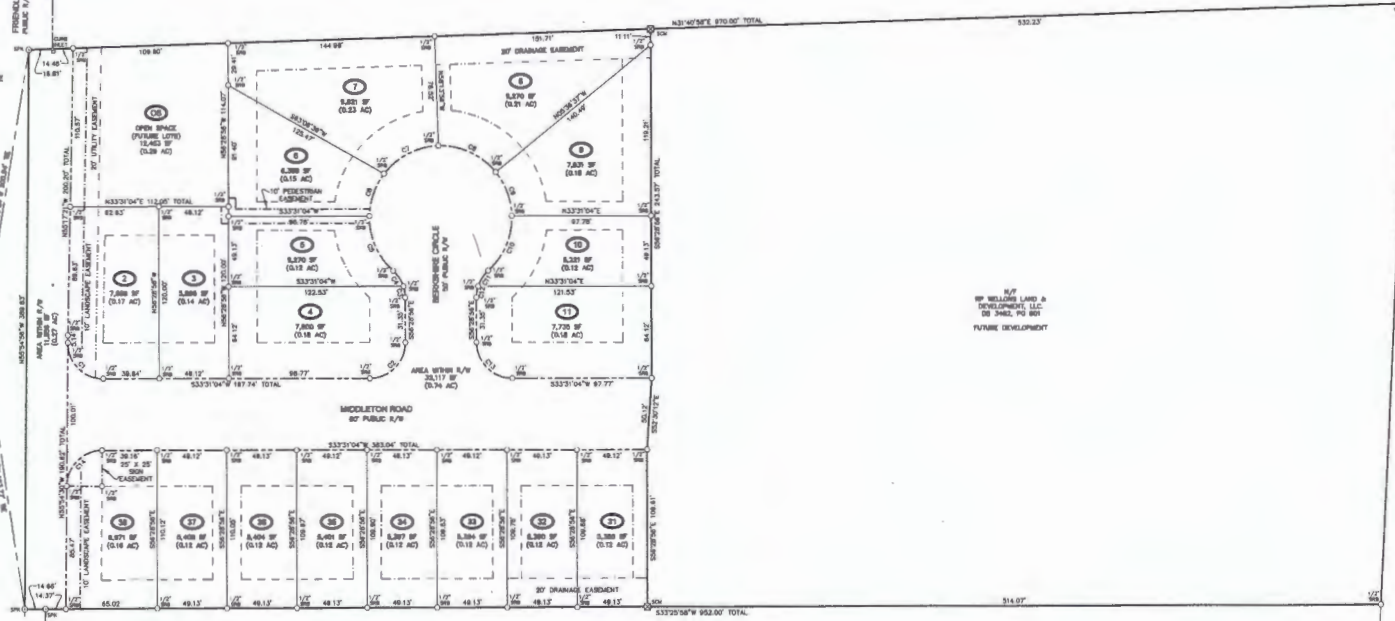


4Dsite solutions
Civil Engineering | Land Surveying
1000 Westfield Drive, Suite 100, Durham, NC 27708
919.286.4877 | 919.286.4878 | www.4dsitesolutions.com

REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	09/25/23

- LEGEND**
- 1/4" DIA. CIRCLES CONCRETE MONUMENT
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 - 75" DIA. CIRCLES IRON PIPE
 - 76" DIA. CIRCLES IRON PIPE
 - 77" DIA. CIRCLES IRON PIPE
 - 78" DIA. CIRCLES IRON PIPE
 - 79" DIA. CIRCLES IRON PIPE
 - 80" DIA. CIRCLES IRON PIPE
 - 81" DIA. CIRCLES IRON PIPE
 - 82" DIA. CIRCLES IRON PIPE
 - 83" DIA. CIRCLES IRON PIPE
 - 84" DIA. CIRCLES IRON PIPE
 - 85" DIA. CIRCLES IRON PIPE
 - 86" DIA. CIRCLES IRON PIPE
 - 87" DIA. CIRCLES IRON PIPE
 - 88" DIA. CIRCLES IRON PIPE
 - 89" DIA. CIRCLES IRON PIPE
 - 90" DIA. CIRCLES IRON PIPE
 - 91" DIA. CIRCLES IRON PIPE
 - 92" DIA. CIRCLES IRON PIPE
 - 93" DIA. CIRCLES IRON PIPE
 - 94" DIA. CIRCLES IRON PIPE
 - 95" DIA. CIRCLES IRON PIPE
 - 96" DIA. CIRCLES IRON PIPE
 - 97" DIA. CIRCLES IRON PIPE
 - 98" DIA. CIRCLES IRON PIPE
 - 99" DIA. CIRCLES IRON PIPE
 - 100" DIA. CIRCLES IRON PIPE



PROJECT NAME
MIDDLETON TOWNES SUBDIVISION PHASE ONE

CLIENT / OWNER
RP WELLONS LAND & DEVELOPMENT

PROJECT INFORMATION

APPROVED BY:	A.
DRAWN BY:	SM
CHECKED BY:	JMB
PROJECT NUMBER:	100



STATE OF NORTH CAROLINA
COUNTY OF HARNETT
I, *Debra P. Kelly*, REGISTERED PROFESSIONAL SURVEYOR OF HARNETT COUNTY, CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATE IS REFERRED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDS.
Debra P. Kelly
REGISTER OFFICER
DATE: 10-2-2023



DRAWING SCALE
HORIZONTAL: 1"=40'

DATE SURVEYED
SEPTEMBER 21, 2023

SHEET NUMBER
1
OF 1



510 N. Powell Avenue
 PO Box 730
 Dunn, NC 28335
 910-892-6630
 910-892-3046 fax
www.wellonsconstruction.com

To: City Of Dunn	Contact: Steve Neuschafer
Address: 401 E. Broad Street Dunn, NC 28334	Phone: (910) 230-3507
	Fax:
Project Name: Friendly Road Improvements - Shared Costs	Bid Number:
Project Location: Friendly Road, Dunn, NC	Bid Date: 9/20/2024
Item #	Item Description
	Estimated Quantity Unit

City Of Dunn Costs

01. Mobilization, Clearing And Demolition

1	Mobilization	0.37	LS
2	Locate Existing Utilities	0.37	LS
3	Layout & Staking (no As-builts)	0.37	LS
3a	As - Built - Town Of Dunn	0.37	LS
5	Traffic Control	0.37	LS
7	Demolition (relocate 4 Signs, 5 Mailboxes, Remove 1 Gravel Driveway & 1 Asphalt Driveway)	0.37	LS
Total Price for above 01. Mobilization, Clearing And Demolition Items:			\$12,424.60

02. Earthwork

4	Testing	0.37	LS
8	Strip Off Existing Topsoil & Stockpile For Reuse	115.00	CY
9	Strip & Haul Off Excess Topsoil	177.00	CY
10	Cut To Fill	182.00	CY
11	Haul Off Excess Cut	846.00	CY
12	Topsoil Redistribute	115.00	CY
13	Proof-Roll	2,141.00	SY
14	Grade For Stone Base	1,653.00	SY
24	Grade For Handicap Ramps	5.00	EACH
26	Grade For Driveway Apron	56.00	SY
28	Backup New Curb & Gutter	1,195.00	LF
Total Price for above 02. Earthwork Items:			\$50,563.05

03. Erosion Control

46	Inlet Protection	5.00	EACH
53	Seeding - Permanent	0.74	ACRE
Total Price for above 03. Erosion Control Items:			\$3,396.50

04. Concrete, Sidewalk, Curb And Gutter

17	30" Curb & Gutter (placed On Stone Base)	1,120.00	LF
23	4" Thick Concrete Sidewalk	587.00	SY
25	Concrete Handicap Ramps	5.00	EACH
27	6" Concrete Driveway Apron	56.00	SY
Total Price for above 04. Concrete, Sidewalk, Curb And Gutter Items:			\$95,225.00

05. Stone, Asphalt, Paving, Traffic Control, Finish Work

15	10" Thick ABC Stone Base (placed 6" Beyond Back Of Curb)	1,653.00	SY
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	Fax:
Project Name: Friendly Road Improvements - Shared Costs	Bid Number:
Project Location: Friendly Road, Dunn, NC	Bid Date: 9/20/2024

Item #	Item Description	Estimated Quantity	Unit
16	Fine Grade Stone Base	1,653.00	SY
18	2" Thick S9.5C Surface	1,410.00	SY
18a	Milling (Butt Milling & Edge Milling At Exist Concrete)	0.37	LS
19	1.0" Tk S9.5C Surface Overlay (over Entire Road Width)	3,960.00	SY
20	Grade For Stone Under Sidewalk	587.00	SY
21	3" Thick ABC Stone Base Under Sidewalk	587.00	SY
22	Fine Grade Stone Base Under Sidewalk	587.00	SY
47a	Thermoplastic Striping	0.37	LS
49	Asphalt - Wedging (allowance)	22.00	TON
49a	Asphalt - Patching Potholes Prior To Overlay (allowance)	30.00	TON
61	Adjust - Manhole W/1" Adjustment Ring (per TOD)	3.00	EACH
62	Adjust - Structures	5.00	EACH
63	Adjust - Valve W/1" Adjustment Ring (per TOD)	2.00	EACH
Total Price for above 05. Stone, Asphalt, Paving, Traffic Control, Finish Work Items:			\$140,113.00

06. Storm Drainage / Roof Drainage

33	RCP 15" (0'-08")	280.00	LF
34	RCP 18" (0'-08")	88.00	LF
39	3'x26" Curb Inlets (0'-06')	2.00	EACH
40	3'x3' Curb Inlets (0'-06')	2.00	EACH
41	3'x3' Curb Inlets (06'-08')	1.00	EACH
45a	Bedding Stone	140.00	TON
Total Price for above 06. Storm Drainage / Roof Drainage Items:			\$53,360.00

07. Water Distribution

55	Relocate - Fire Hydrant @ Corner Lot 17	1.00	EACH
Total Price for above 07. Water Distribution Items:			\$3,600.00

08. Sanitary Sewer

54	Relocate Sewer Lateral	1.00	EACH
Total Price for above 08. Sanitary Sewer Items:			\$1,675.00

Total Price for above City Of Dunn Costs Items: \$360,357.15

Wellons Construction & City Of Dunn Share Costs

01. Mobilization, Clearing And Demolition

1	Mobilization	0.46	LS
2	Locate Exsting Utilities	0.46	LS



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	Fax:
Project Name: Friendly Road Improvements - Shared Costs	Bid Number:
Project Location: Friendly Road, Dunn, NC	Bid Date: 9/20/2024

Item #	Item Description	Estimated Quantity	Unit
3	Layout & Staking (no As-builts)	0.46	LS
3a	As - Built - Town Of Dunn	0.46	LS
5	Traffic Control	0.46	LS
6	Clearing	0.79	LS
7	Demolition (relocate 4 Signs, 5 Mailboxes, Remove 1 Gravel Driveway & 1 Asphalt Driveway)	0.46	LS
29	Remove Existing Asphalt For Storm Crossing (assumes 9.5' Wide, No Detail Provided)	90.00	SY
Total Price for above 01. Mobilization, Clearing And Demolition Items:			\$21,703.55

02. Earthwork

4	Testing	0.46	LS
8	Strip Off Existing Topsoil & Stockpile For Reuse	143.00	CY
9	Strip & Haul Off Excess Topsoil	219.00	CY
10	Cut To Fill	225.00	CY
11	Haul Off Excess Cut	1,051.00	CY
12	Topsoil Redistribute	143.00	CY
13	Proof-Roll	2,662.00	SY
14	Grade For Stone Base	2,055.00	SY
24	Grade For Handicap Ramps	2.00	EACH
28	Backup New Curb & Gutter	1,486.00	LF
Total Price for above 02. Earthwork Items:			\$58,657.10

03. Erosion Control

46	Inlet Protection	15.00	EACH
50	Rip Rap - Class B @ End Of Pipes	15.00	TON
51	Silt Fence	1,088.00	LF
53	Seeding - Permanent	0.92	ACRE
Total Price for above 03. Erosion Control Items:			\$11,573.50

04. Concrete, Sidewalk, Curb And Gutter

17	30" Curb & Gutter (placed On Stone Base)	2,000.00	LF
23	4" Thick Concrete Sidewalk	720.00	SY
25	Concrete Handicap Ramps	2.00	EACH
Total Price for above 04. Concrete, Sidewalk, Curb And Gutter Items:			\$118,460.00

05. Stone, Asphalt, Paving, Traffic Control, Finish Work

15	10" Thick ABC Stone Base (placed 6" Beyond Back Of Curb)	2,055.00	SY
16	Fine Grade Stone Base	2,055.00	SY
18	2" Thick S9.5C Surface	1,660.00	SY



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Project Name: Friendly Road Improvements - Shared Costs	Bid Number:
Project Location: Friendly Road, Dunn, NC	Bid Date: 9/20/2024

Item #	Item Description	Estimated Quantity	Unit
18a	Milling (Butt Milling & Edge Milling At Exist Concrete)	0.46	LS
19	1.0" Tk S9.5C Surface Overlay (over Entire Road Width)	4,925.00	SY
20	Grade For Stone Under Sidewalk	720.00	SY
21	3" Thick ABC Stone Base Under Sidewalk	720.00	SY
22	Fine Grade Stone Base Under Sidewalk	720.00	SY
30	11" B25.0C Black Base Patching (no Detail Provided)	90.00	SY
31	3.0" Thick S9.5C Surface Patching (no Detail Provided)	90.00	SY
47a	Thermoplastic Striping	0.46	LS
49	Asphalt - Wedging (allowance)	28.00	TON
61	Adjust - Manhole W/1" Adjustment Ring (per TOD)	4.00	EACH
62	Adjust - Structures	11.00	EACH
63	Adjust - Valve W/1" Adjustment Ring (per TOD)	3.00	EACH
Total Price for above 05. Stone, Asphalt, Paving, Traffic Control, Finish Work Items:			\$182,617.75

06. Storm Drainage / Roof Drainage

34	RCP 18" (0'-08')	280.00	LF
35	RCP 24" (0'-08')	400.00	LF
36	RCP 30" (0'-08')	624.00	LF
37	RCP 36" (0'-08')	184.00	LF
39	3'x26" Curb Inlets (0'-06')	8.00	EACH
42	4'x4' Curb Inlets (0'-06')	3.00	EACH
43	4'x4' Curb Inlets (06'-08')	2.00	EACH
45a	Bedding Stone	175.00	TON
64	Abandon Pipe - Existing 18" RCP (Flowable Fill)	48.00	LF
Total Price for above 06. Storm Drainage / Roof Drainage Items:			\$247,138.25

07. Water Distribution

55	Relocate - Fire Hydrant	1.00	EACH
Total Price for above 07. Water Distribution Items:			\$3,600.00

Total Price for above Wellons Construction & City Of Dunn Share Costs Items: \$643,750.15

Wellons Construction Costs

01. Mobilization, Clearing And Demolition

1	Mobilization	0.17	LS
2	Locate Existing Utilities	0.17	LS
3	Layout & Staking (no As-bulbts)	0.17	LS
3a	As - Built - Town Of Dunn	0.17	LS



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Project Name: Friendly Road Improvements - Shared Costs	Bid Number:
Project Location: Friendly Road, Dunn, NC	Bid Date: 9/20/2024

Item #	Item Description	Estimated Quantity	Unit
5	Traffic Control	0.17	LS
6	Clearing	0.21	LS
7	Demolition (relocate 4 Signs, 5 Mailboxes, Remove 1 Gravel Driveway & 1 Asphalt Driveway)	0.17	LS
29	Remove Existing Asphalt For Storm Crossing (assumes 9.5' Wide, No Detail Provided)	25.00	SY
Total Price for above 01. Mobilization, Clearing And Demolition Items:			<u>\$7,386.85</u>

02. Earthwork

4	Testing	0.17	LS
8	Strip Off Existing Topsoil & Stockpile For Reuse	53.00	CY
9	Strip & Haul Off Excess Topsoil	80.00	CY
10	Cut To Fill	83.00	CY
11	Haul Off Excess Cut	388.00	CY
12	Topsoil Redistribute	53.00	CY
13	Proof-Roll	984.00	SY
14	Grade For Stone Base	759.00	SY
24	Grade For Handicap Ramps	2.00	EACH
28	Backup New Curb & Gutter	549.00	LF
Total Price for above 02. Earthwork Items:			<u>\$22,804.70</u>

03. Erosion Control

46	Inlet Protection	4.00	EACH
50	Rip Rap - Class B @ End Of Pipes	60.00	TON
51	Silt Fence	267.00	LF
52	Silt Fence Outlets	1.00	EACH
53	Seeding - Permanent	0.34	ACRE
Total Price for above 03. Erosion Control Items:			<u>\$7,117.50</u>

04. Concrete, Sidewalk, Curb And Gutter

17	30" Curb & Gutter (placed On Stone Base)	110.00	LF
23	4" Thick Concrete Sidewalk	13.00	SY
25	Concrete Handicap Ramps	2.00	EACH
Total Price for above 04. Concrete, Sidewalk, Curb And Gutter Items:			<u>\$10,604.00</u>

05. Stone, Asphalt, Paving, Traffic Control, Finish Work

15	10" Thick ABC Stone Base (placed 6" Beyond Back Of Curb)	759.00	SY
16	Fine Grade Stone Base	759.00	SY
18	2" Thick S9.5C Surface	320.00	SY
18a	Milling (Butt Milling & Edge Milling At Exist Concrete)	0.17	LS



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Project Name: Friendly Road Improvements - Shared Costs	Bid Number:
Project Location: Friendly Road, Dunn, NC	Bid Date: 9/20/2024

Item #	Item Description	Estimated Quantity	Unit
19	1.0" Tk S9.5C Surface Overlay (over Entire Road Width)	1,820.00	SY
20	Grade For Stone Under Sidewalk	13.00	SY
21	3" Thick ABC Stone Base Under Sidewalk	13.00	SY
22	Fine Grade Stone Base Under Sidewalk	13.00	SY
30	11" B25.0C Black Base Patching (no Detail Provided)	25.00	SY
31	3.0" Thick S9.5C Surface Patching (no Detail Provided)	25.00	SY
47a	Thermoplastic Striping	0.17	LS
49	Asphalt - Wedging (allowance)	10.00	TON
61	Adjust - Manhole W/1" Adjustment Ring (per TOD)	2.00	EACH
62	Adjust - Structures	4.00	EACH
63	Adjust - Valve W/1" Adjustment Ring (per TOD)	2.00	EACH
Total Price for above 05. Stone, Asphalt, Paving, Traffic Control, Finish Work Items:			\$57,082.00

06. Storm Drainage / Roof Drainage

32a	Remove & Disposal Existing RCP Pipe	48.00	LF
34	RCP 18" (0'-08")	48.00	LF
37	RCP 36" (0'-08")	328.00	LF
38	RCP 42" (0'-08")	88.00	LF
38a	Flared End Section - 42"	1.00	EACH
44	10' X 10' Special Curb Inlet (0-6)	1.00	EACH
45	10' X 10' Special Junction Box (0-6)	1.00	EACH
45a	Bedding Stone	65.00	TON
Total Price for above 06. Storm Drainage / Roof Drainage Items:			\$183,937.75

Total Price for above Wellons Construction Costs Items: **\$288,932.80**

Total Bid Price: **\$1,293,040.10**

Allowances

02. Earthwork

59	Undercut Waste On-Site (allowance)	2,000.00	CY
60	Backfill Undercut W/ Onsite (allowance)	2,000.00	CY
Total Price for above 02. Earthwork Items:			\$32,000.00

Total Price for above Items: **\$32,000.00**



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Project Name: Friendly Road Improvements - Shared Costs	Bid Number:
Project Location: Friendly Road, Dunn, NC	Bid Date: 9/20/2024

Item #	Item Description	Estimated Quantity	Unit
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City Of Dunn Costs

01. Mobilization, Clearing And Demolition

6a	Tree Removal - North Side Friendly Rd Lots 1,17,9,10	1.00	LS
54	Removal & Replacement Of Brick Wall @ Lot 1	1.00	LS
Total Price for above 01. Mobilization, Clearing And Demolition Items:			\$39,100.00

Total Price for above City Of Dunn Costs Items: \$39,100.00

Notes:

- Notes:
- Erosion maintenance if quoted is figured for maintaining erosion control devices while our crew is on site. This does not cover abnormal weather or acts of God.
- NCDOT MONTHLY TERMINAL PRICE IN OUR BID WAS =Sept/ 2024 @ \$591.63/ton
NCDOT MONTHLY TERMINAL PRICE NOW IS=
PRICE INCREASE OF =
- UNIT PRICES
 1. Mass Undercut Waste On-Site @ \$8.00 per cubic yard
 2. Backfill Mass Undercut with On-Site Material @ \$8.00 per cubic yard
 3. Mass Undercut & Dispose of Off-Site @ \$28.00 per cubic yard
 4. Backfill Mass Undercut with Off-Site Material @ \$28.00 per cubic yard
 5. Backfill Mass Undercut with ABC Stone @ \$30.00 per ton
 6. Tensar BX-1100 @ \$6.00 per square yard
 7. Trench Undercut & Waste On-Site @ \$8.00 per cubic yard
 8. Backfill Trench Undercut with On-Site Material @ \$8.00 per cubic yard
 9. Trench Undercut & Dispose of Off-Site @ \$28.00 per cubic yard.
 10. Backfill Trench Undercut with Off-Site Material @ \$28.00 per cubic yard
 11. Mass Rock Excavation & Waste On-Site @ \$30.00 per cubic yard
 12. Trench Rock Excavation & Waste On-Site @ \$50.00 per cubic yard
 13. Well Point System - \$30.00/LF
 14. Bedding Stone - \$30.00/TN
 15. Haul Excess Material Offsite - \$20.00/CY
 16. Import Fill Material From Offsite - \$20.00/CY
 17. 6" Perforated French Drain - \$28.00/LF
 18. Regrade Behind Dry Utilities - \$3.00/LF

The above unit costs include haul-off and haul-in of material as required and applicable.
 The above unit costs include all mark-ups.
- All Sheets Drawn By: Fleet Temple Engineering PLLC, Sheets: C1.0, C2.0, C2.1,C2.2,C2.3,C3.0,C3.1,C3.2, DATED: 01.18.24 NOT STAMPED APPROVED FOR CONSTRUCTION
- Earthwork quantities are based on topographical information obtained from the above referenced plans; if existing field topo is found to be in error with existing plan topo, then our quantities will be adjusted accordingly.
- All fine grading is figured with a tolerance of plus or minus 0.10'



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	Fax:
Project Name: Friendly Road Improvements - Shared Costs	Bid Number:
Project Location: Friendly Road, Dunn, NC	Bid Date: 9/20/2024

• EXCLUSIONS NOT IN OUR BID PROPOSAL:

- Erosion control measures due to lack of information on plans , except items listed in proposal
- New water
- New sewer
- Stump removal in close proximity to existing utilities
- Demolition and/or disposal of above ground and/or below ground structures and/or debris
- Wellons Construction will not be responsible for ponding water where grades are less than two (2%) percent fall
- Regrading behind dry utilities
- Camera inspection of storm drain for municipality approval (camera items in bid are for installation inspection prior to paving only)
- Flushing storm drain a second time after 1st lift of asphalt
- Bonds, fees, permits
- Engineering
- Soil testing
- Removal of any hazardous/contaminated materials
- Undercutting of unsuitable materials
- Backfill of undercut with suitable fill
- Rock excavation of any type
- Re-location of utilities, power poles, telephone boxes, gas lines
- Signage
- Electrical work
- PVC sleeving / conduit
- Landscaping
- Dewatering of any kind

- This Proposal may be withdrawn if not accepted within 30 days from the date of this proposal or if work does not commence within 30 days from the date of this proposal.
- Prices in this proposal are contingent upon suppliers and vendors honoring their quoted prices for the time period specified above. In the event that Wellons Construction experiences non-negotiable price increases or surcharges from vendors and/or suppliers prior to the actual purchase of material or subcontract of work (i.e., fuel surcharges or otherwise), then these increases will be addressed with the owner and submitted as a change order to the agreed upon contract prices within this proposal.
- Asphalt pricing provided is based upon the market price, per ton, for liquid asphalt as of the date of this proposal. Due to the volatility in price of this material from our suppliers, our proposal is subject to escalation for all asphalt paving items. Wellons Construction reserves the right to submit revised pricing, if necessary, at a later date in the event that there is a fluctuation in price of liquid asphalt prior to actual purchase of this material.

Fuel pricing provided is based upon the market price, per gallon, for fuel as of the date of this proposal. Due to the volatility in price of this material from our suppliers, our proposal is subject to escalation for all fuel items. Wellons Construction reserves the right to submit revised pricing, if necessary, at a later date in the event that there is a fluctuation in price of fuel prior to actual purchase of this material. Fuel pricing as of November 1, 2023 based on an average of \$3.50/gallon for off road diesel.

- This proposal (including any attachments) contains confidential pricing information and is intended for use only by the named recipient for the sole purpose of evaluating whether to award construction work to Wellons Construction. The recipients' acceptance of this proposal constitutes an agreement not to disclose this information to anyone other than its employees or others involved in making the decision to award a contract for work. Any other use is strictly prohibited. Disclosure of this information to others will cause loss of damage to Wellons Construction. In the event the recipient does not agree to these terms of use, please immediately notify us by fax or by telephone and destroy or return this proposal.
- This is an Unit Price Proposal and Final Payment will be based upon actual quantities completed.



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Project Name: Friendly Road Improvements - Shared Costs	Fax:
Project Location: Friendly Road, Dunn, NC	Bid Number:
	Bid Date: 9/20/2024

• THE FOLLOWING CONDITIONS APPLY TO THIS CONTRACT UNLESS SPECIFICALLY EXCLUDED:

1. Unless a lump sum price is to be paid for the foregoing work and is clearly so stated it is understood and agreed that the quantities are estimates only and the payment shall be made at the stated unit prices on the actual quantities of work performed as determined upon completion of the work.
2. If credit conditions become unsatisfactory at any time prior to our completion of this contract, we shall be furnished adequate security upon our request before continuing performance of this contract.
3. Increases or decreases in excess of twenty-five per cent (25%) of any estimated quantity in this contract are subject to negotiation and shall be agreed upon by both parties prior to performance of the work.
4. We will provide and pay for Workmen's Compensation Insurance covering our employees and Public Liability and Property Damage Insurance protecting ourselves. We will also assume responsibility for the collection and payment of Social Security and State Unemployment Taxes applicable to our employees.
5. This proposal is based on the entire work contained therein being made available to us at the same time, unless otherwise agreed upon and so stated. In the event we are directed to undertake the construction in "stages", a price is to be agreed upon to compensate us for the additional costs involved.
6. Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control, including, but not limited to, fire, flood, labor disputes or other disagreements, and accidents, or other mishaps, whether affecting this work or other operations in which we are involved, either directly or indirectly.
7. We shall not be responsible for, and you agreed to hold us harmless from, any liability resulting from damages to utilities or other facilities or objects buried beneath, or to sidewalks, driveways, or other improvements located within our work area or designated access area. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work whether completed or in the process, resulting from any cause or causes beyond our control, including but not limited to, failure of sub-grade or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken.
8. Should a surety bond be required by you or by us, the one requesting the bond from the other will pay the premium unless otherwise agreed upon.
9. We do not include any engineering, surveying, independent laboratory testing, utilities acreage fees, or any other fees or permits required by local ordinance.
10. We reserve the right to undertake the work when, in our opinion, weather and working conditions are favorable. Should you direct us to undertake the work when conditions are not favorable, we will proceed but will not be responsible for any defects resulting, in whole or part, from such unfavorable working conditions.
11. We are not responsible for repairs to pavement when we place asphalt surface on a stone base placed by the customer.

12. ATTORNEY FEE CLAUSE

The owner and/or General Contractor hereby agree to pay the reasonable attorney fees of Wellons Construction Company, Inc. in the event that the amount due Wellons Construction Comp

- A service charge of 1.5% (18% per annum) will be charged for all late payments.
- Contract permanent seeding is 1 time only. Change of seasons and request for seasonal seeding will be an additional cost.
- Our proposal is based upon the bid documents provided by others. Wellons Construction accepts no responsibility for discrepancies between what is shown in the bid documents versus what is found to be existing on the project site, nor for discrepancies between what is shown in the bid documents versus what any municipality/government entity/other agency having authority over aspects of the project may require. All such discrepancies that result in additional costs to Wellons Construction will be addressed for compensation via revision to the contract.



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 Dunn, NC 28335
 910-892-6630
 910-892-3046 fax
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To: City Of Dunn	Contact: Steve Neuschafer
Address: 401 E. Broad Street Dunn, NC 28334	Phone: (910) 230-3507
	Fax:
Project Name: Friendly Road Improvements - Shared Costs	Bid Number:
Project Location: Friendly Road, Dunn, NC	Bid Date: 9/20/2024

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Wellons Construction</p> <p>Authorized Signature: _____</p> <p>Estimator: Billy Raynor 9108926630 braynor@wellonsconstruction.com</p>
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Project Name: Friendly Road Improvements - Shared Costs	Bid Number:
Project Location: Friendly Road, Dunn, NC	Bid Date: 9/20/2024
Item #	Item Description
	Estimated Quantity Unit

City Of Dunn Costs

01. Mobilization, Clearing And Demolition

1	Mobilization	0.37 LS
2	Locate Existing Utilities	0.37 LS
3	Layout & Staking (no As-builts)	0.37 LS
3a	As - Built - Town Of Dunn	0.37 LS
5	Traffic Control	0.37 LS
7	Demolition (relocate 4 Signs, 5 Mailboxes, Remove 1 Gravel Driveway & 1 Asphalt Driveway)	0.37 LS
Total Price for above 01. Mobilization, Clearing And Demolition Items:		\$12,424.60

02. Earthwork

4	Testing	0.37 LS
8	Strip Off Existing Topsoil & Stockpile For Reuse	115.00 CY
9	Strip & Haul Off Excess Topsoil	177.00 CY
10	Cut To Fill	182.00 CY
11	Haul Off Excess Cut	846.00 CY
12	Topsoil Redistribute	115.00 CY
13	Proof-Roll	2,141.00 SY
14	Grade For Stone Base	1,653.00 SY
24	Grade For Handicap Ramps	5.00 EACH
26	Grade For Driveway Apron	56.00 SY
28	Backup New Curb & Gutter	1,195.00 LF
Total Price for above 02. Earthwork Items:		\$50,563.05

03. Erosion Control

46	Inlet Protection	5.00 EACH
53	Seeding - Permanent	0.74 ACRE
Total Price for above 03. Erosion Control Items:		\$3,396.50

04. Concrete, Sidewalk, Curb And Gutter

17	30" Curb & Gutter (placed On Stone Base)	1,120.00 LF
23	4" Thick Concrete Sidewalk	587.00 SY
25	Concrete Handicap Ramps	5.00 EACH
27	6" Concrete Driveway Apron	56.00 SY
Total Price for above 04. Concrete, Sidewalk, Curb And Gutter Items:		\$95,225.00

05. Stone, Asphalt, Paving, Traffic Control, Finish Work

15	10" Thick ABC Stone Base (placed 6" Beyond Back Of Curb)	1,653.00 SY
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Address: 401 E. Broad Street Dunn, NC 28334	Phone: (910) 230-3507
Project Name: Friendly Road Improvements - Shared Costs	Bid Number:
Project Location: Friendly Road, Dunn, NC	Bid Date: 9/20/2024

Item #	Item Description	Estimated Quantity	Unit
16	Fine Grade Stone Base	1,653.00	SY
18	2" Thick S9.5C Surface	1,410.00	SY
18a	Milling (Butt Milling & Edge Milling At Exist Concrete)	0.37	LS
19	1.0" Tk S9.5C Surface Overlay (over Entire Road Width)	3,960.00	SY
20	Grade For Stone Under Sidewalk	587.00	SY
21	3" Thick ABC Stone Base Under Sidewalk	587.00	SY
22	Fine Grade Stone Base Under Sidewalk	587.00	SY
47a	Thermoplastic Striping	0.37	LS
49	Asphalt - Wedging (allowance)	22.00	TON
49a	Asphalt - Patching Potholes Prior To Overlay (allowance)	30.00	TON
61	Adjust - Manhole W/1" Adjustment Ring (per TOD)	3.00	EACH
62	Adjust - Structures	5.00	EACH
63	Adjust - Valve W/1" Adjustment Ring (per TOD)	2.00	EACH
Total Price for above 05. Stone, Asphalt, Paving, Traffic Control, Finish Work Items:			\$140,113.00

06. Storm Drainage / Roof Drainage

33	RCP 15" (0'-08')	280.00	LF
34	RCP 18" (0'-08')	88.00	LF
39	3'x26" Curb Inlets (0'-06')	2.00	EACH
40	3'x3' Curb Inlets (0'-06')	2.00	EACH
41	3'x3' Curb Inlets (06'-08')	1.00	EACH
45a	Bedding Stone	140.00	TON
Total Price for above 06. Storm Drainage / Roof Drainage Items:			\$53,360.00

07. Water Distribution

55	Relocate - Fire Hydrant @ Corner Lot 17	1.00	EACH
Total Price for above 07. Water Distribution Items:			\$3,600.00

08. Sanitary Sewer

54	Relocate Sewer Lateral	1.00	EACH
Total Price for above 08. Sanitary Sewer Items:			\$1,675.00

Total Price for above City Of Dunn Costs Items: \$360,357.15

Wellons Construction & City Of Dunn Share Costs

01. Mobilization, Clearing And Demolition

1	Mobilization	0.46	LS
2	Locate Existing Utilities	0.46	LS



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Project Name: Friendly Road Improvements - Shared Costs	Bid Number:
Project Location: Friendly Road, Dunn, NC	Bid Date: 9/20/2024

Item #	Item Description	Estimated Quantity	Unit
3	Layout & Staking (no As-builts)	0.46	LS
3a	As - Built - Town Of Dunn	0.46	LS
5	Traffic Control	0.46	LS
6	Clearing	0.79	LS
7	Demolition (relocate 4 Signs, 5 Mailboxes, Remove 1 Gravel Driveway & 1 Asphalt Driveway)	0.46	LS
29	Remove Existing Asphalt For Storm Crossing (assumes 9.5' Wide, No Detail Provided)	90.00	SY
Total Price for above 01. Mobilization, Clearing And Demolition Items:			\$21,703.55

02. Earthwork

4	Testing	0.46	LS
8	Strip Off Existing Topsoil & Stockpile For Reuse	143.00	CY
9	Strip & Haul Off Excess Topsoil	219.00	CY
10	Cut To Fill	225.00	CY
11	Haul Off Excess Cut	1,051.00	CY
12	Topsoil Redistribute	143.00	CY
13	Proof-Roll	2,662.00	SY
14	Grade For Stone Base	2,055.00	SY
24	Grade For Handicap Ramps	2.00	EACH
28	Backup New Curb & Gutter	1,486.00	LF
Total Price for above 02. Earthwork Items:			\$58,657.10

03. Erosion Control

46	Inlet Protection	15.00	EACH
50	Rip Rap - Class B @ End Of Pipes	15.00	TON
51	Silt Fence	1,088.00	LF
53	Seeding - Permanent	0.92	ACRE
Total Price for above 03. Erosion Control Items:			\$11,573.50

04. Concrete, Sidewalk, Curb And Gutter

17	30" Curb & Gutter (placed On Stone Base)	2,000.00	LF
23	4" Thick Concrete Sidewalk	720.00	SY
25	Concrete Handicap Ramps	2.00	EACH
Total Price for above 04. Concrete, Sidewalk, Curb And Gutter Items:			\$118,460.00

05. Stone, Asphalt, Paving, Traffic Control, Finish Work

15	10" Thick ABC Stone Base (placed 6" Beyond Back Of Curb)	2,055.00	SY
16	Fine Grade Stone Base	2,055.00	SY
18	2" Thick S9.5C Surface	1,660.00	SY



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Address:	401 E. Broad Street Dunn, NC 28334	Phone:	(910) 230-3507
Project Name:	Friendly Road Improvements - Shared Costs	Bid Number:	
Project Location:	Friendly Road, Dunn, NC	Bid Date:	9/20/2024

Item #	Item Description	Estimated Quantity	Unit
18a	Milling (Butt Milling & Edge Milling At Exist Concrete)	0.46	LS
19	1.0" Tk S9.5C Surface Overlay (over Entire Road Width)	4,925.00	SY
20	Grade For Stone Under Sidewalk	720.00	SY
21	3" Thick ABC Stone Base Under Sidewalk	720.00	SY
22	Fine Grade Stone Base Under Sidewalk	720.00	SY
30	11" B25.0C Black Base Patching (no Detail Provided)	90.00	SY
31	3.0" Thick S9.5C Surface Patching (no Detail Provided)	90.00	SY
47a	Thermoplastic Striping	0.46	LS
49	Asphalt - Wedging (allowance)	28.00	TON
61	Adjust - Manhole W/1" Adjustment Ring (per TOD)	4.00	EACH
62	Adjust - Structures	11.00	EACH
63	Adjust - Valve W/1" Adjustment Ring (per TOD)	3.00	EACH
Total Price for above 05. Stone, Asphalt, Paving, Traffic Control, Finish Work Items:			\$182,617.75

06. Storm Drainage / Roof Drainage

34	RCP 18" (0'-08')	280.00	LF
35	RCP 24" (0'-08')	400.00	LF
36	RCP 30" (0'-08')	624.00	LF
37	RCP 36" (0'-08')	184.00	LF
39	3'x26" Curb Inlets (0'-06')	8.00	EACH
42	4'x4' Curb Inlets (0'-06')	3.00	EACH
43	4'x4' Curb Inlets (06'-08')	2.00	EACH
45a	Bedding Stone	175.00	TON
64	Abandon Pipe - Existing 18" RCP (Flowable Fill)	48.00	LF
Total Price for above 06. Storm Drainage / Roof Drainage Items:			\$247,138.25

07. Water Distribution

55	Relocate - Fire Hydrant	1.00	EACH
Total Price for above 07. Water Distribution Items:			\$3,600.00

Total Price for above Wellons Construction & City Of Dunn Share Costs Items: \$643,750.15

Wellons Construction Costs

01. Mobilization, Clearing And Demolition

1	Mobilization	0.17	LS
2	Locate Existing Utilities	0.17	LS
3	Layout & Staking (no As-builts)	0.17	LS
3a	As - Built - Town Of Dunn	0.17	LS



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Project Location: Friendly Road, Dunn, NC	Bid Date: 9/20/2024

Item #	Item Description	Estimated Quantity	Unit
5	Traffic Control	0.17	LS
6	Clearing	0.21	LS
7	Demolition (relocate 4 Signs, 5 Mailboxes, Remove 1 Gravel Driveway & 1 Asphalt Driveway)	0.17	LS
29	Remove Existing Asphalt For Storm Crossing (assumes 9.5' Wide, No Detail Provided)	25.00	SY
Total Price for above 01. Mobilization, Clearing And Demolition Items:			\$7,386.85

02. Earthwork

4	Testing	0.17	LS
8	Strip Off Existing Topsoil & Stockpile For Reuse	53.00	CY
9	Strip & Haul Off Excess Topsoil	80.00	CY
10	Cut To Fill	83.00	CY
11	Haul Off Excess Cut	388.00	CY
12	Topsoil Redistribute	53.00	CY
13	Proof-Roll	984.00	SY
14	Grade For Stone Base	759.00	SY
24	Grade For Handicap Ramps	2.00	EACH
28	Backup New Curb & Gutter	549.00	LF
Total Price for above 02. Earthwork Items:			\$22,804.70

03. Erosion Control

46	Inlet Protection	4.00	EACH
50	Rip Rap - Class B @ End Of Pipes	60.00	TON
51	Silt Fence	267.00	LF
52	Silt Fence Outlets	1.00	EACH
53	Seeding - Permanent	0.34	ACRE
Total Price for above 03. Erosion Control Items:			\$7,117.50

04. Concrete, Sidewalk, Curb And Gutter

17	30" Curb & Gutter (placed On Stone Base)	110.00	LF
23	4" Thick Concrete Sidewalk	13.00	SY
25	Concrete Handicap Ramps	2.00	EACH
Total Price for above 04. Concrete, Sidewalk, Curb And Gutter Items:			\$10,604.00

05. Stone, Asphalt, Paving, Traffic Control, Finish Work

15	10" Thick ABC Stone Base (placed 6" Beyond Back Of Curb)	759.00	SY
16	Fine Grade Stone Base	759.00	SY
18	2" Thick S9.5C Surface	320.00	SY
18a	Milling (Butt Milling & Edge Milling At Exist Concrete)	0.17	LS



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Project Name: Friendly Road Improvements - Shared Costs	Bid Number:
Project Location: Friendly Road, Dunn, NC	Bid Date: 9/20/2024

Item #	Item Description	Estimated Quantity	Unit
19	1.0" Tk S9.5C Surface Overlay (over Entire Road Width)	1,820.00	SY
20	Grade For Stone Under Sidewalk	13.00	SY
21	3" Thick ABC Stone Base Under Sidewalk	13.00	SY
22	Fine Grade Stone Base Under Sidewalk	13.00	SY
30	11" B25.0C Black Base Patching (no Detail Provided)	25.00	SY
31	3.0" Thick S9.5C Surface Patching (no Detail Provided)	25.00	SY
47a	Thermoplastic Striping	0.17	LS
49	Asphalt - Wedging (allowance)	10.00	TON
61	Adjust - Manhole W/1" Adjustment Ring (per TOD)	2.00	EACH
62	Adjust - Structures	4.00	EACH
63	Adjust - Valve W/1" Adjustment Ring (per TOD)	2.00	EACH
Total Price for above 05. Stone, Asphalt, Paving, Traffic Control, Finish Work Items:			\$57,082.00

06. Storm Drainage / Roof Drainage

32a	Remove & Disposal Existing RCP Pipe	48.00	LF
34	RCP 18" (0'-08')	48.00	LF
37	RCP 36" (0'-08')	328.00	LF
38	RCP 42" (0'-08')	88.00	LF
38a	Flared End Section - 42"	1.00	EACH
44	10' X 10' Special Curb Inlet (0-6)	1.00	EACH
45	10' X 10' Special Junction Box (0-6)	1.00	EACH
45a	Bedding Stone	65.00	TON

Total Price for above 06. Storm Drainage / Roof Drainage Items: \$183,937.75

Total Price for above Wellons Construction Costs Items: \$288,932.80

Total Bid Price: \$1,293,040.10

Allowances

02. Earthwork

59	Undercut Waste On-Site (allowance)	2,000.00	CY
60	Backfill Undercut W/ Onsite (allowance)	2,000.00	CY

Total Price for above 02. Earthwork Items: \$32,000.00

Total Price for above Items: \$32,000.00



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	Fax:		
Project Name: Friendly Road Improvements - Shared Costs	Bid Number:		
Project Location: Friendly Road, Dunn, NC	Bid Date: 9/20/2024		
Item #	Item Description	Estimated Quantity	Unit

City Of Dunn Costs

01. Mobilization, Clearing And Demolition

6a	Tree Removal - North Side Friendly Rd Lots 1,17,9,10	1.00	LS
54	Removal & Replacement Of Brick Wall @ Lot 1	1.00	LS
Total Price for above 01. Mobilization, Clearing And Demolition Items:			\$39,100.00
Total Price for above City Of Dunn Costs Items:			\$39,100.00

Notes:

- Notes:
- Erosion maintenance If quoted is figured for maintaining erosion control devices while our crew is on site. This does not cover abnormal weather or acts of God.
- NCDOT MONTHLY TERMINAL PRICE IN OUR BID WAS =Sept/ 2024 @ \$591.63/ton
NCDOT MONTHLY TERMINAL PRICE NOW IS=
PRICE INCREASE OF =
- UNIT PRICES
 1. Mass Undercut Waste On-Site @ \$8.00 per cubic yard
 2. Backfill Mass Undercut with On-Site Material @ \$8.00 per cubic yard
 3. Mass Undercut & Dispose of Off-Site @ \$28.00 per cubic yard
 4. Backfill Mass Undercut with Off-Site Material @ \$28.00 per cubic yard
 5. Backfill Mass Undercut with ABC Stone @ \$30.00 per ton
 6. Tensar BX-1100 @ \$6.00 per square yard
 7. Trench Undercut & Waste On-Site @ \$8.00 per cubic yard
 8. Backfill Trench Undercut with On-Site Material @ \$8.00 per cubic yard
 9. Trench Undercut & Dispose of Off-Site @ \$28.00 per cubic yard.
 10. Backfill Trench Undercut with Off-Site Material @ \$28.00 per cubic yard
 11. Mass Rock Excavation & Waste On-Site @ \$30.00 per cubic yard
 12. Trench Rock Excavation & Waste On-Site @ \$50.00 per cubic yard
 13. Well Point System - \$30.00/LF
 14. Bedding Stone - \$30.00/TN
 15. Haul Excess Material Offsite - \$20.00/CY
 16. Import Fill Material From Offsite - \$20.00/CY
 17. 6" Perforated French Drain - \$28.00/LF
 18. Regrade Behind Dry Utilities - \$3.00/LF

The above unit costs include haul-off and haul-in of material as required and applicable.
 The above unit costs include all mark-ups.
- All Sheets Drawn By: Fleet Temple Engineering PLLC, Sheets: C1.0, C2.0, C2.1,C2.2,C2.3,C3.0,C3.1,C3.2, DATED: 01.18.24 NOT STAMPED APPROVED FOR CONSTRUCTION
- Earthwork quantities are based on topographical information obtained from the above referenced plans; If existing field topo is found to be in error with existing plan topo, then our quantities will be adjusted accordingly.
- All fine grading is figured with a tolerance of plus or minus 0.10'



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Project Name:	Friendly Road Improvements - Shared Costs	Bid Number:	
Project Location:	Friendly Road, Dunn, NC	Bid Date:	9/20/2024

- EXCLUSIONS NOT IN OUR BID PROPOSAL:
 Erosion control measures due to lack of information on plans , except items listed in proposal
 New water
 New sewer
 Stump removal in close proximity to existing utilities
 Demolition and/or disposal of above ground and/or below ground structures and/or debris
 Wellons Construction will not be responsible for ponding water where grades are less than two (2%) percent fall
 Regrading behind dry utilities
 Camera inspection of storm drain for municipality approval (camera items in bid are for installation inspection prior to paving only)
 Flushing storm drain a second time after 1st lift of asphalt
 Bonds, fees, permits
 Engineering
 Soil testing
 Removal of any hazardous/contaminated materials
 Undercutting of unsuitable materials
 Backfill of undercut with suitable fill
 Rock excavation of any type
 Re-location of utilities, power poles, telephone boxes, gas lines
 Signage
 Electrical work
 PVC sleeving / conduit
 Landscaping
 Dewatering of any kind
 - This Proposal may be withdrawn if not accepted within 30 days from the date of this proposal or if work does not commence within 30 days from the date of this proposal.
 - Prices in this proposal are contingent upon suppliers and vendors honoring their quoted prices for the time period specified above. In the event that Wellons Construction experiences non-negotiable price increases or surcharges from vendors and/or suppliers prior to the actual purchase of material or subcontract of work (ie., fuel surcharges or otherwise), then these increases will be addressed with the owner and submitted as a change order to the agreed upon contract prices within this proposal.
 - Asphalt pricing provided is based upon the market price, per ton, for liquid asphalt as of the date of this proposal. Due to the volatility in price of this material from our suppliers, our proposal is subject to escalation for all asphalt paving items. Wellons Construction reserves the right to submit revised pricing, if necessary, at a later date in the event that there is a fluctuation in price of liquid asphalt prior to actual purchase of this material.
- Fuel pricing provided is based upon the market price, per gallon, for fuel as of the date of this proposal. Due to the volatility in price of this material from our suppliers, our proposal is subject to escalation for all fuel items. Wellons Construction reserves the right to submit revised pricing, if necessary, at a later date in the event that there is a fluctuation in price of fuel prior to actual purchase of this material. Fuel pricing as of November 1, 2023 based on an average of \$3.50/gallon for off road diesel.
- This proposal (including any attachments) contains confidential pricing information and is intended for use only by the named recipient for the sole purpose of evaluating whether to award construction work to Wellons Construction. The recipients' acceptance of this proposal constitutes an agreement not to disclose this information to anyone other than its employees or others involved in making the decision to award a contract for work. Any other use is strictly prohibited. Disclosure of this information to others will cause loss of damage to Wellons Construction. In the event the recipient does not agree to these terms of use, please immediately notify us by fax or by telephone and destroy or return this proposal.
 - This is an Unit Price Proposal and Final Payment will be based upon actual quantities completed.



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Project Name:	Friendly Road Improvements - Shared Costs	Fax:	
Project Location:	Friendly Road, Dunn, NC	Bid Number:	
		Bid Date:	9/20/2024

• THE FOLLOWING CONDITIONS APPLY TO THIS CONTRACT UNLESS SPECIFICALLY EXCLUDED:

1. Unless a lump sum price is to be paid for the foregoing work and is clearly so stated it is understood and agreed that the quantities are estimates only and the payment shall be made at the stated unit prices on the actual quantities of work performed as determined upon completion of the work.
2. If credit conditions become unsatisfactory at any time prior to our completion of this contract, we shall be furnished adequate security upon our request before continuing performance of this contract.
3. Increases or decreases in excess of twenty-five per cent (25%) of any estimated quantity in this contract are subject to negotiation and shall be agreed upon by both parties prior to performance of the work.
4. We will provide and pay for Workmen's Compensation Insurance covering our employees and Public Liability and Property Damage Insurance protecting ourselves. We will also assume responsibility for the collection and payment of Social Security and State Unemployment Taxes applicable to our employees.
5. This proposal is based on the entire work contained therein being made available to us at the same time, unless otherwise agreed upon and so stated. In the event we are directed to undertake the construction in "stages", a price is to be agreed upon to compensate us for the additional costs involved.
6. Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control, including, but not limited to, fire, flood, labor disputes or other disagreements, and accidents, or other mishaps, whether affecting this work or other operations in which we are involved, either directly or indirectly.
7. We shall not be responsible for, and you agreed to hold us harmless from, any liability resulting from damages to utilities or other facilities or objects buried beneath, or to sidewalks, driveways, or other improvements located within our work area or designated access area. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work whether completed or in the process, resulting from any cause or causes beyond our control, including but not limited to, failure of sub-grade or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken.
8. Should a surety bond be required by you or by us, the one requesting the bond from the other will pay the premium unless otherwise agreed upon.
9. We do not include any engineering, surveying, independent laboratory testing, utilities acreage fees, or any other fees or permits required by local ordinance.
10. We reserve the right to undertake the work when, in our opinion, weather and working conditions are favorable. Should you direct us to undertake the work when conditions are not favorable, we will proceed but will not be responsible for any defects resulting, in whole or part, from such unfavorable working conditions.
11. We are not responsible for repairs to pavement when we place asphalt surface on a stone base placed by the customer.

12. ATTORNEY FEE CLAUSE

The owner and/or General Contractor hereby agree to pay the reasonable attorney fees of Wellons Construction Company, Inc. in the event that the amount due Wellons Construction Comp

- A service charge of 1.5% (18% per annum) will be charged for all late payments.
- Contract permanent seeding is 1 time only. Change of seasons and request for seasonal seeding will be an additional cost.
- Our proposal is based upon the bid documents provided by others. Wellons Construction accepts no responsibility for discrepancies between what is shown in the bid documents versus what is found to be existing on the project site, nor for discrepancies between what is shown in the bid documents versus what any municipality/government entity/other agency having authority over aspects of the project may require. All such discrepancies that result in additional costs to Wellons Construction will be addressed for compensation via revision to the contract.



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	Fax:
Project Name: Friendly Road Improvements - Shared Costs	Bid Number:
Project Location: Friendly Road, Dunn, NC	Bid Date: 9/20/2024

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Wellons Construction</p> <p>Authorized Signature: _____</p> <p>Estimator: Billy Raynor 9108926630 braynor@wellonsconstruction.com</p>
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City of Dunn SOC Quarterly Report WQ S17-002	DMP Project # Date of Report	210063.00 July 12, 2024
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Items Completed:

Golden Leaf Project: Submitted in July 2022 Quarterly Report
USDA Phase 1 - Sewer Rehabilitation: September 2023

Allocation Request: 0.13 MGD for USDA Phase 1 Sewer Rehabilitation

Permit Name:	Issue Date	Permit #	Flow Allocated (MGD)	Yes/No if Certified
Widen I-95 to 8 Lanes	11/15/2021	WQ0042893	-	No
Broad St sanitary sewer improvement	4/16/2021	WQ0042425	-	Yes
Improve I-95 Interchanges & widen into 8 lanes from Bud Hawkins Rd to Long Branch Rd	8/6/2019	WQ0041062	-	Yes
Widen I-95 to 8 lanes from Spring Branch Rd to north of Highway 421 (NCDOT Project I-5878)	1/20/2021	WQ0042228	-	No
Widen I-95 to 8 lanes from Jonesboro Rd to Hodges Chapel Rd (NCDOT Project I-5883)	1/6/2021	WQ0042188	-	No
Middleton Townes	7/13/2017	WQ0039330	0.0130	No
Dunn RV Park	7/26/2022	WQ0043613	0.0087	No
Avonlea Subdivision	11/3/2022	WQ0043891	0.0180	No
Total Current Permits			0.0397	

Flow Allocations:	MGD
Previously Approved	0.1500
Completed Projects per SOC	0.0520
USDA Phase 1 Sewer Rehab	0.1300
Total	0.3320
Remaining Allocation	0.2923

Project	Status
Golden Leaf	Complete and Certified
CDBG - Sewer Rehabilitation	Under Construction
USDA Phase 1 - Sewer Rehabilitation	Construction complete.
CWSRF - Sewer Rehabilitation	Re-bid in OCT 24
CWSRF - WWTP Rehabilitation	Substantial completion October 24.
Eastside South FM	Environmental Survey Complete; USDA application and PER in process
Machine & Welding OF	Under Construction
Black River WWTP Effluent Conveyance	Comments received from review agency and response submitted in June 2024; Easement acquisition in process.

Overflows	State of Emergency Y/N
2023	
Overflow on April 9, 2023 @ BR-8 343,440 Gallons	N
Overflow on July 14, 2023 @ BR-8 288,000 Gallons	N
Overflow on July 14, 2023 @ Machine and Welding Pump Station 19,000 Gallons	N
Overflow on July 14, 2023 @ East Side lift Station 162,000 Gallons	N
2024	
Overflow on April 17, 2024 @ I-95 and Cumberland St. 300,000 gallons DOT Contractor	N
Overflow on July 18, 2024 @ East Side lift Station 90,000 Gallons	N
Overflow on July 21, 2024 @ East Side lift Station 48,000 Gallons	N
Overflow on July 22, 2024 @ East Side lift Station 432,000 Gallons	N
Overflow on July 25, 2024 @ East Side lift Station 780,000 Gallons	N
Overflow on July 25, 2024 @ 102 Carolina Dr. 36,000 Gallons	N
Overflow on July 26, 2024 @ BR-8 120,000 Gallons	N
Overflow on August 8, 2024 @ East Side lift Station 960,000 Gallons	Y
Overflow on August 8, 2024 @ E. Wake St. 36,000 Gallons	Y
Overflow on September 17, 2024 @ East Side lift Station 360,000 Gallons	N

Month	Average Flow	Month	Average Flow
October 2022	1.764	October 2023	1.456
November 2022	1.69	November 2023	1.451
December 2022	1.985	December 2023	2.201
January 2023	2.288	January 2024	2.940
February 2023	3.088	February 2024	1.907
March 2023	2.103	March 2024	2.183
April 2023	2.978	April 2024	1.892
May 2023	2.165	May 2024	2.193
June 2023	2.051	June 2024	1.522
July 2023	3.294	July 2024	3.719
August 2023	1.753	August 2024	3.737
September 2023	1.692	September 2024	4.058

City of Dunn

Davis-Martin-Powell & Associates, Inc.

Signature: _____
Title: City Manager
Date: 4/9/2024

Signature: _____
Title: Project Manager
Date: 4/9/2024

Announcements
Dunn City Council Meeting
October 8, 2024

- The next Regular Session of the Dunn City Council is scheduled for Tuesday, October 22nd at 6:30 p.m.
- Halloween – October 31
- Trunk or Treat hosted by Dunn Police Department from 4 – 6 p.m. at 101 N Magnolia Avenue
- Cotton Festival – Saturday, November 2nd



CLOSED SESSION CRITERIA

(Specify one or more of the following permitted reasons for closed sessions)

Move that we go into closed session in accordance with:

[N.C.G.S. 143-318.11(a)(1)]

Prevent the disclosure of privileged information

- ↑ Under the North Carolina General Statutes or regulations.
- ↑ Under the regulations or laws of the United States.

[N.C.G.S. 143-318.11(a)(2)]

Prevent the premature disclosure of an honorary award or scholarship

[N.C.G.S. 143-318.11(a)(3)]

Consult with the Attorney

- ↑ To protect the attorney-client privilege.
- ↑ To consider and give instructions concerning a potential or actual claim, administrative procedure, or judicial action.
- ↑ To consider and give instructions concerning a judicial action titled _____ vs _____.

[N.C.G.S. 143-318.11(a)(4)]

To discuss matters relating to the location or expansion of business in the area served by this body.

[N.C.G.S. 143-318.11(a)(5)]

To establish or instruct the staff or agent concerning the negotiation of the price and terms of a contract concerning the acquisition of real property located at _____.

(OR)

To establish or instruct the staff or agent concerning the negotiations of the amount of compensation or other terms of an employment contract.

[N.C.G.S. 143-318.11(a)(6)]

To consider the qualifications, competence, performance, condition of appointment of a public officer or employee or prospective public officer or employee.

(OR)

To hear or investigate a complaint, charge, or grievance by or against a public officer or employee.

[N.C.G.S. 143-318.11(a)(7)]

To plan, conduct, or hear reports concerning investigations of alleged criminal conduct.

School violence 143-318.11(a)(8) and terrorist activity (9).