

## **Addendum 1**

March 17, 2025

### **Norwell Boulevard Sidewalk Project Cary Project No.: ST1264**

The following items shall be taken into consideration when preparing bids for this project and this addendum shall become a part of and take precedence over anything contrarily shown or described in the Contract Documents.

#### **Addendum 1**

Item 1: This addendum includes revised plans for conduit installation for relocated street lighting. The scope of the changes includes the following:

- Removal of the conduit leading to the driveway at 6501 Weston Parkway
- Removal of the bore underneath the driveway at 6501 Weston Parkway
- Included an existing pole where Duke Energy Progress will be de-energizing and energizing the right side of the driveway.

Sections 200, 300, 21000, and 22000 have been updated to reflect these changes. Line Item 7, Conduit, Direction Drill, 1, 2" has been removed. The quantity for Line Item 6, Conduit, 1, 2", Unpaved Trenching has been updated.

Item 2: The pre-bid meeting minutes and sign in sheet are including in this Addendum.

Item 3: The following questions were received:

1. I see a DBE Utilization Form but do not find a DBE goal...can you please advise if there is a goal for this project?
  - a. Answer – There is no DBE goal for this project; however, Cary encourages the use of DBEs. This form needs to be completed even if DBEs are not used.
2. Does the cost of the tree removal for this project need to be in the Comprehensive Grading Item?
  - a. Answer - Yes. The intent of the line item is to have tree removal covered under Comprehensive Grading. Section 21000 has been updated for clarification.
3. Will the grinding of stumps be allowed or be required to be removed completely?
  - a. Answer - Stump grinding will be allowed. Root sections may still need to be removed completely that conflict with other improvements (sidewalk/ramps). Section 21000 has been updated for clarification.

**NORWELL BLVD SIDEWALK PROJECT PRE-BID MEETING MINUTES**  
**March 10, 2025, 2:00 PM**

**Introductions**

- Amir Nezarati, Transportation
- Pat Goldman, Facilities, Construction & Field Services
- Bruce Clark, Facilities, Construction & Field Services
- Christine Sondej, Transit
- Jorge Salazar, Transit
- See attached for sign in sheet

Please sign in as this is what we will use to distribute pre-bid meeting minutes and addendums.

**Project Scope**

The scope of this project includes the installation of around 925 LF of new 5' wide concrete sidewalk along the east side of Norwell Boulevard from Bexley Bluff Lane to Weston Parkway with associated curb ramps. The scope also includes around 900 LF of new conduit installed for Duke Energy Progress street lighting. All required erosion control also must be installed.

This project is funded by Federal LAPP funds administered by the Federal Transit Authority (FTA).

**Bid Opening**

Bids are due at 2:00 PM on Thursday, March 27, 2025 to Cary Town Hall.

**Contract Administration**

- Bonds and insurance are required for this project. See project manual for details.
- Contract Times and Liquidated Damages
  - Overall Contract Time – 90 days
    - Liquidated Damages - \$1,000/day
  - Intermediate Contract Time #1 – Lane closure restrictions
    - Liquidated Damages - \$500/15 minutes
  - Intermediate Contract Time #2 – General cleanup requirements
- Questions are due 5 business days before the bid opening. Email all questions to Amir Nezarati – [amir.nezarati@carync.gov](mailto:amir.nezarati@carync.gov). Please include “Norwell Boulevard Sidewalk Project Bid Question” in the subject of the email.
- There is no stated DBE/MWE goal; however, Cary encourages the use of DBE subcontractors. See Section 350 for necessary forms.

**Federal Requirements**

Bidders are recommended to review Section 350 closely. The forms listed within the Instructions to Bidders and Bid Proposal will be required for all bids.

Certified payrolls will be required for this project and Cary will perform wage rate interviews. Other items typical of LAP projects funded by the Federal Highway Administration, like material received reports, are not expected to be necessary.

Clarification was given to be sure to fill out all sections of the forms, DO NOT leave anything blank even if the response is 0.

### Utility Coordination

1. Relocation/adjustment of MCI utility box to be coordinated during construction.
2. Street light relocation – Bidders should pay special attention to Section 21000 for more details.
  - a. DEP will remove existing street lights.
  - b. Contractor will be required to install conduit at stub up at light locations.
  - c. DEP will come back to reinstall lights at a later date.
  - d. **Cary recently received a revised plan from DEP for the conduit. This plan is currently being reviewed and an addendum will be posted as soon as possible with the changes.**
    - i. **The revised plan has been included in Addendum 1, see cover sheet for more information. Sections 200, 300, 21000, and 22000 have been updated to reflect the change.**
3. Irrigation
  - a. Note that Contractor will be required to cut and cap irrigation if encountered.
  - b. There is a specific irrigation control valve near STA 8+80 that needs to be removed.
  - c. There is no direct payment for this work.
4. AT&T and Segra conflicts have been removed.

### Questions

1. There was a question about how irrigation repairs will be handled.
  - a. Answer – The intent is for the Contractor to be responsible for cutting and capping irrigation lines only.
2. There was a question about traffic signal box relocation.
  - a. Answer - The Contractor will be required to relocate the existing box to a location outside of the sidewalk path. The intent is to use existing slack to move box.
3. Discussion on the removal of the ornamental trees.
  - a. Removal of existing trees will be paid for as part of Comprehensive Grading. Stump grinding will be allowed. Root sections may still need to be removed completely that conflict with other improvements (sidewalks/ramps). See Addendum 1 for more information.

PRE-BID MEETING SIGN-IN SHEET

Norwell Boulevard Sidewalk Project  
PROJECT NUMBER: ST1264

Tuesday, March 11, 2025

Name	Company/Organization	Company Address	E-mail and/or phone
MARSHALL Elmore	CARDINAL CIVIL CONSTRUCTION	100 EAST SIX FORKS RD. RALEIGH NC	(984) 354 - 4952 MELMORE@CARDINALCIVIL.COM <del>MARSHALL.ELMORE@C</del>
BJ Lanier	Lanier Construction	1505 Browntown Rd. Snow Hill, NC	(252) 286-6739 bj@lanierconstruction.com
Cameron Pope	NARROW Contracting	4899 Antioch Church Rd Middlesex NC	919-291-6562 Cameron@NARROWcontracting.com
Steven Johnson	ZENIX Buildin?	706 E King St Kings Mountain, NC	704-813-7833 SJohnson@zenixbuilding.com
AMIR NEZARATI	TOC		
JORGE SALAZAR	TOC		
PAT GOLDMAN	TOC		

## INVITATION TO BID

TOWN OF CARY  
Cary, North Carolina

Sealed bids must be submitted no later than 2:00 p.m. on Thursday, March 27, 2025 to the Town of Cary front desk lobby, 316 North Academy Street, Cary, North Carolina. Bids will be opened and read publicly for the furnishing of materials, labor, and equipment for the construction of the Norwell Boulevard Sidewalk Project, Project No. ST1264, in Conference Room 11130. Approximate quantities involved are as follows:

- ± 925 LF of Concrete Sidewalk, 5' Wide, 4"
- ± 2 EA of Remove and Replace Concrete Curb Ramp
- ± 2 EA of New Concrete Curb Ramp
- ± 679 LF of Conduit, 1, 2", Unpaved Trenching

Plans, Specifications and Contract documents may be viewed electronically at <http://townofcary.contractorsplanroom.com> upon registering online after February 27, 2025. The following agencies have been notified of the project: the Associated General Contractors – Raleigh office, McGraw-Hill Construction Dodge, the North Carolina Institute of Minority Economic Development – Durham office, and the CDC News – Cary office after February 27, 2025.

***The Town of Cary is not responsible for bidders relying on incomplete bid documents.***

Copies of Plans, Specifications and Contract documents may be obtained after February 27, 2025 online at <http://townofcary.contractorsplanroom.com> at vendor pricing.

Contractors offering a proposal on this project must be licensed to do the specified type of contracting in the State of North Carolina. All bids must include a non-collusive affidavit. Contractors offering a proposal on this project must comply, and must ensure that their subcontractors comply, with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," and must provide documentation or sign affidavits or any other documents requested by the Town of Cary demonstrating such compliance.

Each proposal shall be accompanied by a bid deposit in the amount of not less than five percent (5%) of the amount of the bid in the form and subject to the conditions provided in the Instruction to Bidders.

The Town of Cary reserves the right to reject any or all proposals.

Cassie Schumacher-Georgopoulos, AICP,  
ASLA  
Interim Director of Transportation

SECTION 00300  
BID PROPOSAL ("Proposal")

TO: THE TOWN OF CARY, NORTH CAROLINA ("Owner")

FROM: "BIDDER" \_\_\_\_\_

ADDRESS \_\_\_\_\_

DATE OF BID \_\_\_\_\_, 20\_\_

The Bidder hereby signifies that it is his/her/its intention and purpose to enter into a formal Contract with the Town of Cary, North Carolina, to furnish all labor, materials, tools, equipment, apparatus, supplies, and the like required, and to do all the work necessary, for and because of the construction, erection, and/or installation of the proposed "Project":

**Norwell Boulevard Sidewalk Project, ST1264**

for the Town of Cary, North Carolina in accordance with the Contract Documents, including Addenda thereto.\*\* There is deposited, herewith, a certified check in the amount of: \_\_\_\_\_ Dollars (\$\_\_\_\_\_), or a Bid Bond in the amount of five percent (5%) of the total aggregate amount of the Bid, made payable to the Owner, the same to be refunded to the Bidder under the conditions of and in accordance with the terms of this Proposal, which are as follows:

THAT: The Bidder has carefully examined the Plans and Specifications and all other Contract Documents and fully understands them.

THAT: The Bidder has carefully examined the site of the Project and is familiar with the conditions under which the work, or any part thereof, is to be performed and the conditions which must be fulfilled in furnishing and/or installing, erecting or constructing any or all items of the Project.

THAT: The Bidder shall provide all necessary tools, machinery, equipment, apparatus, and all other means necessary to do all the work and shall furnish all labor, materials and all else required to complete such Contract as may be entered into, in the manner prescribed in and in accordance with the terms of the Specifications and the Contract and in accordance with the true intent and meaning thereof, and in accordance with the Plans and/or Drawings and the requirements of the Consulting Engineers under them, in a first class manner.

\*\* Fill in appropriate Addenda number(s): \_\_\_\_\_

[Terms continued on the following page.]

THAT: The rights of the Owner and the recommendations of the Engineer shall not be questioned in the Award of the Contract.

THAT: It is the intention of the Owner to let contracts on the basis of the Bids received in accordance with G.S. 143-129 and in such manner as the Owner may deem to be for the best interests of the Owner.

THAT: The Owner reserves the right to reject any or all proposals.

THAT: The work under each Section will be awarded under one Contract and that the Owner shall have the right to include such item or items as the Owner may deem to be in the best interests of the Owner.

THAT: On being awarded the Contract, the Bidder shall execute a Performance Bond and a Payment Bond, on the forms included herein, each equal to one hundred percent (100%) of the Contract Price (Contract Sum), as security for the faithful performance of the Contract.

THAT: The Bidder shall submit, in the blank spaces provided, all data, guarantees and other information called for.

THAT: This Proposal shall be signed and submitted in the manner prescribed in the Instructions to Bidders.

THAT: Should this Proposal not be accepted by the Owner, the certified check, in the amount of:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_) or the five percent (5%) Bid Bond, as applicable, deposited herewith shall be returned to the Bidder.

THAT: Should this Proposal be accepted by the Owner and the Bidder fail or neglect to execute the Contract and furnish the required Bonds within ten (10) business days after receiving notifications of the acceptance of the Proposal and/or receipt of the formal Contract and Bond forms, the certified check, in the amount of: \_\_\_\_\_

\_\_\_\_\_ Dollars (\$\_\_\_\_\_), or the Bid Bond, deposited herewith shall be retained by the Owner as liquidated damages, it being understood that the Owner reserves the right to extend the time allowed for executing the Contract and/or furnishing the Bond in its sole discretion.

THAT: The Bidder shall complete such Contract as may be entered into within the number of consecutive calendar days specified in the Contract from the date of the Notice to Proceed.

THAT: The Bidder proposes to enter into a Contract in accordance with this Proposal, the Plans and Specifications and the Contract Documents included herein, for the prices shown on the following pages.

THAT: The successful bidder shall be required to submit a complete detailed cost breakdown of the Lump Sum Bid Price amount (if project is a lump sum bid) for payment purposes, for approval by the Engineer, prior to the Award of the Contract.

[Terms continued on the following page.]

THAT: It is the intent of these Contract Documents to obtain a Contract based on a Lump Sum Price except where Unit Prices are specifically requested. Where a discrepancy exists between words and numbers in the Bid amount, the written words shall govern. Where a discrepancy exists between unit prices and mathematical computations in the Itemized Proposal, the unit prices and quantities in the Itemized Proposal shall govern.

THAT: The successful bidder shall have all proper Bidder licenses and other applicable licenses required under North Carolina state laws governing their respective trade(s).

THAT: The successful bidder and all subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," and shall provide documentation or sign affidavits or any other documents requested by the Town of Cary demonstrating such compliance.

**THE FOLLOWING FORMS AND DOCUMENTATION SHALL BE COMPLETELY FILLED OUT AND SUBMITTED WITH THE BIDS: ]**

1. Bid Bond (using forms provided on pages 00300-10 and 00300-11) or other allowable bid security;
2. Photocopy of Bidder's North Carolina Contractors License;
3. Enter Contractor's License Number where called for in proposal and on the outside of sealed envelope containing the proposal;
4. Statement of Compliance with requirement of the General Conditions that the Bidder will ensure that at least half of the Work is performed with the Bidder's employees (provide statement on bidder's letterhead);
5. Certified List of Major Subcontractors;
6. Certified List of Equipment/Material Manufacturers;
7. Bidder's Certificate as to Organization and Authority;
8. Equal Employment Opportunity Addendum;
9. Qualifications of Bidders;
10. Non-Collusive Affidavit;
11. Nondiscrimination Clause;
12. Buy America and Build America, Buy America Certification (Section 350);
13. Lobbying Certification (Section 350);
14. Statement of Unavailability of US-Flag Air Carriers (Section 350);
15. Certification of Compliance with Davis-Bacon Provisions (Section 350);
16. DBE Utilization Form (Section 350);
17. DBE Participation Schedule (Section 350);
18. Letter of Intent – DBE (Section 350)



BID PROPOSAL

GENERAL CONSTRUCTION  
FOR THE

Norwell Boulevard Sidewalk Project  
ST1264

(the "Project")

**ITEMIZED PROPOSAL**

ITEM NO.	ITEM DESCRIPTION	SPECIFICATION REFERENCE	QUANTITY	UNIT	UNIT BID PRICE	AMOUNT BID
1	Mobilization (5% Max)	700	1.00	LS		
2	Construction Surveying	700/21000	1.00	LS		
3	Temporary Traffic Control	20000	1.00	LS		
4	Comprehensive Grading	4000/21000	1.00	LS		
5	Relocate Existing Traffic Signal Junction Box	21000	1.00	EA		
6	Conduit, 1, 2", Unpaved Trenching	13000/21000	679.00	LF		
7	This item has been removed					
8	Concrete Sidewalk, 5' Wide, 4"	6000/21000	925.00	LF		
9	Remove and Replace Concrete Curb Ramp	6000/21000	2.00	EA		
10	Remove and Replace 2'-6" Concrete Curb and Gutter	6000/21000	25.00	LF		
11	New Concrete Curb Ramp	6000/21000	2.00	EA		
12	Remove and Replace Existing Concrete Sidewalk – 5' Wide	6000/21000	40.00	LF		
13	Thermoplastic Pavement	18000	245.00	LF		

	Maring Lines – 24", 90 mils					
14	Relocate Existing Sign	21000	3.00	EA		
15	Temporary Silt Fence	16000	1,050.00	LF		
16	Inlet Protection	16000	5.00	EA		
17	Temporary Seeding and Mulching	16000	415.00	SY		
18	Permanent Lawn Sod	16000/21000	415.00	SY		
19	Matting for Erosion Control	16000	500.00	SY		
20	Concrete Washout	21000	1.00	EA		

TOTAL BID PRICE	
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Bidder \_\_\_\_\_  
(Print)

NOTE: PROPOSAL SIGNATURE REQUIRED ON PAGE 00300-9. ALL PROPOSALS MUST BE PROPERLY EXECUTED TO BE CONSIDERED A VALID BID.

## CERTIFIED LIST OF MAJOR SUBCONTRACTORS

The Bidder, as part of the procedure for the submission of Bids on the Project, submits the following list of Major Subcontractors to be used in the performance of work to be done on said Project. Changes to this list after the Bid opening shall only be as approved by the Owner upon request by the Bidder or as required by the Owner based upon review of Bidder's submittals:

<u>SUBCONTRACTOR</u>	<u>SUBCONTRACTOR'S NAME AND ADDRESS</u>
<u>Grading:</u>	_____
<u>Concrete Flatwork:</u>	_____
<u>Conduit Installation:</u>	_____
<u>Erosion Control:</u>	_____
<u>Traffic Control:</u>	_____

It is understood and agreed that, if awarded a Contract, the Bidder shall not make any additions, deletions or substitutions to this certified list without the consent of the Owner.

### CERTIFICATION AFFIDAVIT

THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED A CONTRACT, THIS CERTIFICATION SHALL BE ATTACHED THERETO AND BECOME A PART THEREOF.

\_\_\_\_\_  
[If Bidder is not an individual, enter entity name here]

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

NAME OF SIGNER: \_\_\_\_\_  
(Please Print or Type)

TITLE OF SIGNER: \_\_\_\_\_  
(Please Print or Type)

DATE: \_\_\_\_\_

## CERTIFIED LIST OF EQUIPMENT/MATERIAL MANUFACTURERS

The Bidder, as part of the procedure for the submission of Bids on the Project, submits the following list of Equipment/Materials Manufacturers to be used in the performance of work to be done on said Project. The list of Manufacturers and all equipment/materials furnished shall be based on requirements of the Contract Documents. Changes to this list after the Bid opening shall only be as approved by the Owner upon request by the Bidder or as required by the Owner based upon review of Bidder's submittals:

<u>EQUIPMENT/MATERIALS</u>	<u>MANUFACTURER</u>
_____	_____
_____	_____
_____	_____
_____	_____

It is understood and agreed that, if awarded a Contract, the Bidder shall not make any additions, deletions or substitutions to this certified list without the consent of the Owner. Failure to identify a manufacturer for any or all of the items listed shall constitute an entry of one of the manufacturers listed in its respective technical specification.

## CERTIFICATION AFFIDAVIT

THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED A CONTRACT, THIS CERTIFICATION SHALL BE ATTACHED THERETO AND BECOME A PART THEREOF.

\_\_\_\_\_  
[If Bidder is not an individual, enter entity name here]

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

NAME OF SIGNER: \_\_\_\_\_  
(Please Print or Type)

TITLE OF SIGNER: \_\_\_\_\_  
(Please Print or Type)

DATE: \_\_\_\_\_

**BID SECURITY:**

Accompanying this Proposal is a (1) \_\_\_\_\_ in the amount of  
(2) \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_).

NOTE: (1) Insert the words "bank draft," "certified check," "bid bond", or "cashiers check", as the case may be.

(2) Amount must be equal to at least five percent (5%) of the total Bid.

**BIDDER'S LICENSE:**

The Bidder certifies that (he/she/it) is licensed as a Bidder under the specific North Carolina state law regulating his/her/its particular trade and that the number of the license under which he/she/it now operates is \_\_\_\_\_.

**BIDDER'S CERTIFICATION AS TO ORGANIZATION AND AUTHORITY:**

The Bidder certifies that the Affidavit of Organization and Authority, like the other documents attached hereto, form an integral part of the Proposal, and the Bidder acknowledges that the Owner will rely on the information provided therein in reviewing the Proposal and awarding a Contract.

**LIQUIDATED DAMAGES:**

The Bidder agrees, further, that the Owner may retain those amounts indicated in the Contract from the amount of compensation due the Bidder, under the terms of the Contract, for each and every day that the work remains incomplete and/or unsatisfactory beyond the completion date(s) specified in the Notice to Proceed. This amount is agreed upon as the proper measure of liquidated damages the Owner will sustain, per day, by the failure of the Bidder to complete the work within the stipulated time, and it is not to be construed in any sense as a penalty.

The Bidder shall not have or bring a claim against the Owner, or raise as a defense against the imposition of liquidated damages, other construction purportedly impeding Bidder's progress or timely project completion.

(SIGNATURE PAGE)

Dated \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Bidder—Legal Entity (SEAL)

By: \_\_\_\_\_ (SEAL)  
(SIGN HERE)

SEAL-if corporation

\_\_\_\_\_  
Printed Name

\_\_\_\_\_

\_\_\_\_\_  
Address

( ) \_\_\_\_\_  
Telephone No.

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

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

My Commission Expires:

\_\_\_\_\_

## BID BOND

This is a Bid Bond that is subject to the provisions of Chapter 143, Article 8, Section 129(b) of the North Carolina General Statutes.

This Bid Bond is executed on \_\_\_\_\_, 20\_\_.

The name of the PRINCIPAL is \_\_\_\_\_ (1)

\_\_\_\_\_ (2)

The name of the SURETY is \_\_\_\_\_

\_\_\_\_\_

The TOWN OF CARY, NORTH CAROLINA is the OWNER.

The amount of the Bond is \_\_\_\_\_

\_\_\_\_\_ (Dollars) (\$\_\_\_\_\_)

KNOW BY ALL MEN BY THESE PRESENTS, the Principal and Surety above named are hereby held and firmly bound unto the above named OWNER hereinafter called the OWNER in the penal sum of the amount stated above in lawful money of the United States, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the OWNER a certain Bid Proposal, attached hereto and hereby made a part hereof to enter into a Contract in writing, for the construction of:

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

NOW, THEREFORE

- (a) If said Bid Proposal shall be rejected; or in the alternate,
- (b) If said Bid Proposal shall be accepted and the Principal shall execute and deliver a Contract in the form of Contract attached hereto (properly completed in accordance with said Bid Proposal) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid Proposal, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

ATTEST:

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

\_\_\_\_\_  
Principal

BY: \_\_\_\_\_ (3)

\_\_\_\_\_  
(Address)

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

\_\_\_\_\_  
(Address)

ATTEST:

\_\_\_\_\_  
N. C. Resident Agent  
(SEAL)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

(4)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone Number)

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

\_\_\_\_\_  
(Address)

- (1) Insert the correct name of Principal.
- (2) Insert whether the Principal is a corporation, a partnership, a limited liability company or an individual.
- (3) If Principal is a partnership, all partners should execute the Bid Bond. If Bidder is a limited liability company, all managers (or all members, if the company is member-managed) should execute the Bond.
- (4) Provide contact name, address and phone number for bid bond surety.





**POWER OF ATTORNEY  
(Attach)**

**BIDDER'S CERTIFICATES**  
**AFFIDAVIT OF ORGANIZATION AND AUTHORITY**  
**SWORN STATEMENT**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_ being first duly sworn on oath deposes and says that the Bidder on the attached Bid Proposal is organized as indicated below and that all statements herein made are made on behalf of such Bidder and that this deponent is authorized to make them.

(Fill Out Applicable Paragraph)

**CORPORATION:**

The Bidder is a corporation organized and existing under the laws of the State of \_\_\_\_\_, it operates under the legal name of \_\_\_\_\_, and the full names of its officers are as follows:

President	_____
Secretary	_____
Treasurer	_____

and it does \_\_\_\_\_ have a corporate seal. The \_\_\_\_\_ is/are authorized to sign construction proposals and contracts for the company by action of its Board of Directors taken \_\_\_\_\_, a certified copy of which is hereto attached. (Strike out this last phrase if not applicable.)

**PARTNERSHIP:**

The Bidder is a [limited/general] partnership consisting of individual/corporate partners as follows:

<u>General Partners</u>	<u>Limited Partners</u>
_____	_____
_____	_____
_____	_____

The partnership does business under the name of : \_\_\_\_\_

**LIMITED LIABILITY COMPANY:**

The bidder is a [member-managed/manager-managed] limited liability company consisting of the following individual/corporate members/managers:

<u>Managers</u>	<u>Members</u>
_____	_____
_____	_____
_____	_____

**INDIVIDUAL:**

The Bidder is an individual whose full name is:

\_\_\_\_\_

and if operating under a trade name, said trade name is as follows:

\_\_\_\_\_

The business address of the Bidder is:

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

Its phone number is: \_\_\_\_\_

The contact person for this Proposal is:

\_\_\_\_\_

\_\_\_\_\_  
Bidder

By: \_\_\_\_\_

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

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

\_\_\_\_\_  
County

My Commission Expires:

\_\_\_\_\_

## **EQUAL EMPLOYMENT OPPORTUNITY ADDENDUM (“ADDENDUM”)**

During the performance of the Contract the Bidder agrees as follows:

- a. The Bidder shall not discriminate against any employee or applicant because of race, color, religion, sex, or national origin. The Bidder shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.
- b. The Bidder shall, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The Bidder shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract understanding, a notice, to be provided, advising the labor union or worker's representative of the Bidder's commitments under the Equal Employment Opportunity Section of the Contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. In the event of the Bidder's noncompliance with the nondiscrimination clauses of the Contract or with any of such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part and the Bidder may be declared ineligible for further OWNER contracts.
- e. The Bidder will include the provisions of this Addendum in every subcontract or purchase order unless exempted by rules, regulations, or orders of the OWNER so that such provisions will be binding upon each Subcontractor or vendor.

(Use the following form for execution by a CORPORATION):

ATTEST:

\_\_\_\_\_  
(Assistant) Secretary

(CORPORATE SEAL)

\_\_\_\_\_  
Corporate Name

BY: \_\_\_\_\_  
(Vice) President

(Use the following form for execution by a PARTNERSHIP):

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

BY: \_\_\_\_\_  
General Partner (SEAL)

(Use the following form for execution by a LIMITED LIABILITY COMPANY):

\_\_\_\_\_  
Company Name (SEAL)

BY: \_\_\_\_\_  
Manager/Member (SEAL)

(Use the following form for execution by an INDIVIDUAL):

BY: \_\_\_\_\_ (SEAL)

WITNESS:

\_\_\_\_\_

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

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

\_\_\_\_\_  
County

My Commission Expires:

\_\_\_\_\_

## QUALIFICATIONS OF BIDDERS

In order to assist the Owner in determining whether the Bidder is qualified to perform the Work, as set forth in the Contract Documents, the Bidder shall furnish the following information.

1. List of references who are qualified to judge as to his financial responsibility and his experience in work of similar nature to that bid upon:
2. List of previous contracting experience, including dollar values of contracts:
3. List of facilities or equipment that is available for use:
4. Name, residence, and title of the individual who will give personal attention to the work:
5. Financial Statement:

### ASSETS

#### CURRENT ASSETS:

Cash	\$ _____
Notes and Accounts Receivable	_____
Inventories	_____

#### PLANT ASSETS:

Real Estate	\$ _____	
Machinery	_____	
Good Will, Patents, etc.	_____	\$ _____
		Total Assets

LIABILITIES:

Notes Payable	\$ _____	
Accounts Payable	_____	
Accrued Wages	_____	
Other Liabilities	_____	\$ _____
		Total Liabilities
	EXCESS OF ASSETS OR NET WORTH	\$ _____

6. List all Claims, prior and pending, against the Bidder by the Town of Cary, including the resolution of such Claims, if any:

<u>Claim</u>	<u>Date of Claim</u>	<u>Resolution, if any</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The existence of unresolved claims against Bidder may disqualify the Bidder from making a Bid Proposal and entering into a Contract with the Town of Cary.

Notes:

- A. The above is a suggested form for the Financial Statement, but the Bidder is not required to follow the form explicitly. The Financial Statement submitted must clearly show to the satisfaction of the Owner the Bidder's current financial condition. The Owner reserves the privilege of requiring additional information as to financial responsibility of the Bidder prior to awarding Contract.
- B. Bidder shall attach additional pages, if necessary, in order to complete the required information.
- C. The Bidder shall submit detailed information required for above Items 1 through 4 with his Bid Proposal package. The information required under Items 5 and 6 may be furnished after Bid Proposals are received if required by the Owner and Engineer to evaluate the qualifications of a prospective Bidder.



**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

\_\_\_\_\_ being first duly sworn,  
deposes and says that:

- (1) He/she is the \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent)  
of \_\_\_\_\_, the BIDDER that has  
submitted the attached BID PROPOSAL;
- (2) He is fully informed respecting the preparation and contents of the attached BID  
PROPOSAL and of all pertinent circumstances respecting such BID PROPOSAL;
- (3) Such BID PROPOSAL is genuine and is not a collusive or sham BID PROPOSAL;
- (4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives,  
employees or parties in interest, including this affiant, have in any way colluded, conspired,  
connived or agreed, directly or indirectly, with any other BIDDER, firm, or person to submit  
a collusive or sham BID PROPOSAL in connection with the Contract for which the attached  
BID PROPOSAL has been submitted; or to refrain from bidding in connection with such  
Contract; or have in any manner, directly or indirectly, sought by agreement or collusion,  
or communication, or conference with any BIDDER, firm, or person to fix the price or prices  
in the attached BID PROPOSAL or of any other BIDDER, or to fix any overhead, profit, or  
cost elements of the BID PROPOSAL price or the BID PROPOSAL price of any other  
BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful  
agreement any advantage against The Town of Cary, or any person interested in the  
proposed Contract;
- (5) The price or prices quoted in the attached BID are fair and proper and are not tainted by  
any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER  
or any other of its agents, representatives, owners, employees or parties in interest,  
including this affidavit.

\_\_\_\_\_  
BIDDER

BY \_\_\_\_\_

ITS \_\_\_\_\_

(Title)

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

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

\_\_\_\_\_  
County

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

END OF AFFIDAVIT

**NONDISCRIMINATION CLAUSE**

It is specifically agreed as part of the consideration of the signing of this Bid Proposal, and the resulting execution of a Contract, that, to the extent permitted by law, the parties hereto, their agents, officials, employees, contractors, agents, successors, or permitted assigns shall not discriminate against any member of a protected class as defined by federal, state, or local law, including Wake County Code of Ordinances Section 34.01.

This provision shall be binding on the successors and assigns of the parties hereto with reference to the subject matter of the Contract.

(Use the following form for signatures by a CORPORATION):

ATTEST:	_____ Corporate Name
_____ (Assistant) Secretary	BY: _____ (Vice) President
_____ (Printed Name)	_____ (Printed Name)
(Corporate Seal)	

(Use the following form for signatures by a PARTNERSHIP):

_____ WITNESS	_____(SEAL) Partnership Name
_____ (Printed Name)	BY: _____(SEAL) General Partner

(Use the following form for signatures by a LIMITED LIABILITY COMPANY):

_____	_____ (SEAL)
WITNESS	Company Name
_____	BY: _____ (SEAL)
(Printed Name)	Manager/Member

(Use the following form for signatures by an INDIVIDUAL):

	_____ (SEAL)
	_____
	(Printed Name)
_____	
WITNESS	
_____	
(Printed Name)	

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

_____	_____
Notary Public	County

My Commission Expires:

\_\_\_\_\_

## NOTICE OF AWARD

TO: CONTRACTOR/BIDDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OWNER: Town of Cary  
Cary, North Carolina

PROJECT: \_\_\_\_\_  
\_\_\_\_\_

You are hereby notified that the Owner has considered the Bid Proposal submitted by you for the above-described project in response to its Notice to Bidders dated \_\_\_\_\_.

It appears that it is to the best interest of said Owner to accept your Bid Proposal in the amount of: \_\_\_\_\_ Dollars (\$\_\_\_\_\_). You are therefore hereby notified that your Bid Proposal has been accepted **TBD**.

The Bidder is required by as a condition of its Award of the Contract to execute and deliver the formal Contract with the Owner and to furnish the required Bidder's Performance and Payment Bonds within ten (10) business days from the date of the delivery of this Notice to you.

If you fail to execute said Contract and to furnish said Bonds within ten (10) business days from the date of delivery of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid Proposal as abandoned and to award the work covered by your Bid Proposal to another bidder, or to readvertise the work or otherwise dispose thereof as the Owner may see fit.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Town of Cary, North Carolina

By: \_\_\_\_\_

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

#### **ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Bidder

By: \_\_\_\_\_

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

- END OF SECTION -

SECTION 21000  
**SPECIAL CONSTRUCTION**  
(February 2025)

**PART 1 - GENERAL/SITE PREPARATION:**

- A. The Contractor shall stake out clearing limits before commencing any clearing and grubbing activities. Engineer and Inspector will review clearing limits with the Contractor to determine if any tree or landscaping items can be preserved. Contractor shall provide notice to the Engineer for any of these items that cannot be preserved as noted on the construction drawings prior to removal. Payment for this work will be compensated as part of the **Construction Surveying** line item.
- B. The contractor shall accept the actual conditions at the site and perform the work specified without additional compensation for possible variation from grades and conditions shown whether surface or subsurface, except as provided for by the Contract Documents. If existing conditions are at variance with the drawings, the Engineer shall be notified before proceeding with the work, and adjustments shall be made only as directed by the Engineer.
- C. All construction shall conform to the most recently adopted edition of the Town of Cary Standard Specifications and Details, the NCDOT Standard Specifications, NCDOT Roadway Standard Drawings, Plan Details and the specifications contained in this entire project manual. The most recent Town of Cary Standard Specifications and Detail Drawings. The 2024 NCDOT Standard Specifications and Roadway Standard Drawings shall be used for this project.
- D. Open burning is not permitted on any portion of the right-of-way limits established for this project. Do not burn the clearing, grubbing or demolition debris designated for disposal and generated from the project at locations within the project limits, off the project limits or at any waste or borrow sites in this county. Dispose of the clearing, grubbing and demolition debris by means other than burning, according to state or local rules and regulations.
- E. Subsurface information is not available on this project. The Contractor shall make his own interpretations of all subsurface conditions.
- F. Prior to construction of all concrete curb ramps, as shown on the construction plans, the Contractor shall coordinate with Town of Cary to hold an on-site field meeting with all personnel to review proposed curb ramp details and methods.
- G. Traffic control for bicyclists, pedestrians and motorists shall be provided on each street by the Contractor in strict conformance with NCDOT Supplement to the MUTCD, the MUTCD or as directed by the Engineer. No work shall begin on any street without the proper traffic control measures in place.

- H. The Contractor shall be responsible for maintaining traffic in a safe and efficient manner at all work sites. Town of Cary ordinances involving the time of day a Contractor may work shall be observed. The Contractor shall not narrow or close any lane of traffic on all roadways, between the hours of 6:00 a.m. through 9:00 a.m. and 4:00 p.m. through 7:00 p.m., Monday through Friday. Work on weekends will be allowed on a case-by-case basis with request to work at least one calendar week in advance in writing to the Engineer.
- I. For all roadways, the Contractor shall not install more than one lane closure in any one direction unless otherwise noted in the work zone traffic management plans or phasing.
- J. No adjustment in compensation shall be made due to any variations in the price for any "fuel" or any other additives during the life of the project.
- K. Contractor is responsible for coordinating all utility relocation work whether shown in the plans or not with the appropriate utility company. This requirement includes all traffic signalized areas affected by construction. There will be no direct payment for this work as it will be considered incidental to the various bid items indicated in the Itemized Proposal.
- L. Contractor shall be responsible for coordinating any private utility adjustments needed for widening, sidewalk, multi-use trails, milling and resurfacing. There will be no separate payment for private utility coordination efforts.
- M. Prior to performing work, the Contractor shall contact the One Call Center locating service at 8-1-1 and/or the affected local utility for immediate location of all underground utilities in the vicinity of each work location.
- N. At each work location, Contractor shall identify excavation locations by means of pre-marking with white paint, flags, or stakes or provide the One Call Center a specific written description of the location in the locate request. Contractor shall differentiate on locate requests active work areas. There will be no direct payment for this work as it will be considered incidental to the various bid items indicated in the Itemized Proposal.
- O. The Contractor's attention is called to the existence of underground utilities and structures, limited space on aerial facilities, and other obstructions within the project limits.
- P. The Contractor is advised to perform a field check of all physical conditions prior to submitting his cost proposal and to exercise extreme caution during construction. Neither the Town of Cary nor the State of North Carolina will assume any responsibility or honor any claims due to costs incurred to the Contractor as a result of damage to existing facilities.



- Q. The Town of Cary will under no circumstances be responsible for any damages incurred or experienced by one Contractor or Utility Owner as a result of the presence and operations of other contractors or Utility Owners working within or adjacent to the limits of the same project.
- R. Contractor shall maintain pedestrian access and all devices related to providing an accessible route at all times as stated and/or shown in the Transportation Management Plans. There will be no direct payment for this work as it will be considered incidental to the line item **Temporary Traffic Control**.
- S. All landscape work, permanent lawn seeding and mulching and sodding work listed in the Itemized Proposal shall be performed by a North Carolina Licensed Landscape Contractor. Approved vendors may be found online at: <http://www.nclcrb.org/> or by calling (919) 266-8070. Payment for this work shall be included in the line item for Permanent Lawn Sod. The contractor shall refer to the construction plans for each location and Section 21100 Landscape for all other requirements.
- T. The Contractor shall coordinate with the Engineer to verify all final landscaping and sodding types and irrigation reconnections by the property owner prior to ordering and scheduling landscape work and final seeding and mulching work. Contractor shall coordinate with adjacent property owners to determine existing sod types to be reinstalled. **Permanent Lawn Sod** shall be made under the contract unit bid price per square yard and include, but not limited to, purchasing of sod, installing sod, watering sod for initial establishment and one year warranty.
- U. Displaced existing iron pin property corners shall be reinstalled by a North Carolina professional Land Surveyor. This work will be compensated as part of the lump sum price for **Construction Surveying**.

## **PART 2 - EARTHWORK:**

- A. **Comprehensive Grading** shall be made under the contract unit price bid per lump sum item designated on the Itemized Proposal and shall be in accordance with these Contract Documents, the construction drawings and the Town of Cary Standard Specifications and Details. Unit price and payments shall be full compensation for all work in accordance within this Section 21000 and the requirements of Section 4000 for Unclassified Excavation, Embankment, Undercut Excavation and Borrow Excavation.
- B. **Comprehensive Grading** shall also include but not be limited to the removal and disposal of drainage structures, pipe end walls, pipe headwalls, flared end sections, pipe collars, storm drainage pipe, sub drain pipe, under drains, abandoned utility lines, plugging abandoned utility lines, sign foundations, abandoned utility lines, concrete driveway aprons, concrete steps, abandoned duct banks for utilities, concrete covers, removal of rock for construction, concrete

sidewalk, concrete curb, concrete curb and gutter, concrete wheelchair ramps, concrete traffic islands, concrete foundations, concrete slope protection, rip-rap slope protection, traffic signal CCTV/ITSS foundations, traffic signal cabinet foundations, masonry and concrete structures, retaining walls, removal and disposal of existing driveway materials, removal and disposal of asphalt trails and asphalt pavement, fine grading for all components of the project, excavation, undercut, stockpiling and replacing topsoil, removal and disposal of masonry and foundations, furnishing waste sites, furnishing borrow sources, providing borrow, providing shoulder borrow, grading shoulders, shoulder reconstruction, drainage ditch excavation, grading for positive drainage in existing ditch lines, site restoration of waste or staging areas, grading berms, compaction, equipment, labor, trucking, hauling, landfill fees, permits and/or any certifications to satisfactorily complete the work. Removal of existing concrete curb ramps, concrete curb and gutter, and concrete sidewalk will be paid for as part of the **Remove and Replace Concrete Curb Ramp, Remove and Replace 2'-6" Concrete Curb and Gutter, and Remove and Replace Existing Concrete Sidewalk – 5' Wide** respectively.

- C. The removal of existing trees show on the sidewalk plan sheets is incidental to the **Comprehensive Grading** line item. Stump grinding will be allowed. Root sections may still need to be removed completely that conflict with other improvements (sidewalk/ramps).

### **PART 3 - CONCRETE:**

- A. All concrete on this shall be minimum NCDOT Class "A" Concrete meeting the requirements of Division 10 and of the latest version of the NCDOT Standard Specifications and Sections 06000. Where a higher strength Class of Concrete or more stringent mix design requirements are specified on the project or noted elsewhere in the plans or contract, the more stringent mix design with higher class of concrete shall govern.
- B. Payment for **Remove and Replace 2'-6" Concrete Curb and Gutter** shall be at the contact unit price per linear foot and shall be full compensation for all labor, equipment, materials and incidentals necessary to remove the existing curb and gutter and pavement including underlying asphalt or stone. Underlying material shall be broken to facilitate drainage and growth/establishment of vegetation. Payment also includes the installation of new curb and gutter per Section 6000.
- C. Payment for **Remove and Replace Concrete Curb Ramp** shall be at the contact unit price per each curb ramp and shall be full compensation for all labor, equipment, materials and incidentals necessary to remove the existing curb ramp and pavement including underlying asphalt or stone. Underlying material shall be broken to facilitate drainage and growth/establishment of vegetation. Payment also includes the installation of new curb ramps per Section 6000.

- D. Payment for **Remove and Replace Existing Concrete Sidewalk – 5' Wide** shall be at the contact unit price per linear foot and shall be full compensation for all labor, equipment, materials and incidentals necessary to remove the existing curb ramp and pavement including underlying asphalt or stone. Underlying material shall be broken to facilitate drainage and growth/establishment of vegetation. Payment also includes the installation of new concrete sidewalk per Section 6000. Limits of remove and replace sidewalk shown on the plans are for bidding purposes only. Exact limits of sidewalk removal and replacement, if any, will be field determined in order to meet ADA compliance requirements.
- E. Payment for **Concrete Sidewalk, 5' Wide, 4** shall be at the contact unit price per linear foot and shall be full compensation for all labor, equipment, materials and incidentals necessary to form sidewalk, install new concrete sidewalk, joints, as well as any undercut or soil stabilization needed to support new sidewalk.
- F. All **New Concrete Curb Ramps** including all NCDOT detail standard drawing type ramps, shall be constructed of Portland Cement Concrete meeting the requirements of this Section 21000 herein. All drop curb widths for curb ramps shall be a minimum of 5'-0" width unless otherwise shown in the construction plans. All curb ramps including ramps shown on NCDOT roadway standard detail drawings included in the construction plans shall be plain color concrete with black color contrasting detectable warning domes.
- G. The Contractor shall provide 6"x12" header curb at various areas shown on the plans. Header curb shall be formed and poured monolithically with the sidewalk or wheelchair ramp pour. Provide construction joints in the header curb consistent with the Town of Cary details and NCDOT Roadway Standard Drawings. There will be no direct payment for 6"x12" header curb as it will be considered incidental to the various concrete items in the Itemized Bid proposal.
- H. The construction drawings will advise to the type of concrete curb ramps to be incorporated into the satisfactory completion of the work. All items shown onto each ramp detail drawings specified for each location shall be considered full and complete compensation for **New Concrete Curb Ramps**.
- I. The Contractor shall install "truncated dome warning materials" or "detectable warning strips" flush with the proposed sidewalk grade as shown on the plans. All warning dome materials shall be black in color and shall contrast to the ramp surface according to the most recently adopted version of the NCDOT Roadway Standard Drawings. There will be no direct payment for this work as it will be considered incidental to the various contract items in the bid proposal.
- J. Use material for detectable warning (Detectable Warning Domes) systems as shown in the construction plans and various details. Material specifications must be stated in the Manufacturers Type 3 Certification and all Detectable Warning systems must be on the NCDOT Approved Products List. Prior to ordering

materials, provide Engineer this information via submittal in accordance the most recent version of the NCDOT Standard Specifications for Roads and Structures.

- K. Only one material type and manufacturer for detectable warnings (truncated domes) will be permitted on this project.
- L. The Contractor shall provide detectable warning dome materials free of gaps along radii as shown on the plans. Cutting of detectable warning domes may be required. Cutting shall be done per the manufacturer's specifications.
- M. Prior to forming concrete flatwork areas; where practical, the Contractor shall proof roll subgrade areas and allow Cary's Geotechnical Representative to make recommendations for undercut and remedial measures. Coordinate all proof rolling with the Cary Project Representative and Owner's representative on site.
- N. The Contractor shall cordon off all newly poured concrete areas and protect the completed work in accordance with Section 846-3(F) Opening to Traffic of the NCDOT "Standard Specifications for Roads and Structures".
- O. All concrete form work and sidewalk alignment shall be approved by the Cary Project Inspector prior to placement of concrete.
- P. All final grading work shall be approved by the Engineer prior to placement of groundcover work. Contractor shall coordinate this requirement herein with the Engineer.
- Q. Contractor shall provide both verbal and written notification to the property owner with a copy to the Engineer at least three (3) calendar work days in advance of any driveway/access interruption. The written notification shall provide a site contractor representative contact name, phone number, a location where citizens may park vehicles or place trash collection bins during the driveway closure and the date/time the property owner can expect to resume use of the driveway. There will be no direct payment for this work as it will be considered incidental to the various bid items indicated in the Itemized Proposal.
- R. All formwork pins, silt fencing posts, rebar or other vertical items where worker or public exposure to impalement hazards may occur on this project shall be guarded OSHA approved mushroom type or equivalent safety end caps. This work will be considered incidental to the various bid items indicated in the Itemized Proposal and no direct payment will be made.
- S. Contractor shall seal all contraction and expansion joints, for all concrete curb and gutter, driveways, sidewalks, islands, curb, driveway, transitional sections at islands, monolithic islands, concrete covers, slope protection, bus stop pads, concrete multi-use paths, aprons and wheelchair ramps on all streets on this project (Both Cary and NCDOT Maintained) shall be sealed according to the most recent version of the NCDOT Standard Specifications for Roads and Structures.

Joint sealer materials shall meet the minimum requirements the latest edition of the NCDOT "Standard Specifications for Roads and Structures".

#### **PART 4 - UTILITY CONSTRUCTION:**

- A. The contract unit bid price for **Relocation Existing Traffic Signal Junction Box** shall be constructed in accordance with the Town of Cary Standard Specifications. These items will be paid for each junction box that is relocated. Materials and construction methods shall be reviewed and approved by the Engineer. Contractor shall reuse existing materials and relocate them outside of the new sidewalk area.

#### **PART 5 – PRIVATE UTILITY COORDINATION**

- A. Contractor should be aware that there is private irrigation along the corridor. Contractor will be required to coordinate with irrigation owner's to seal and cap irrigation where encountered. There is no direct payment for sealing and capping irrigation. Compensation will be incidental to other line items.
- B. Contractor should be aware that there is private irrigation valve near STA 8+90. Contractor shall remove irrigation box and valve. Contractor shall seal and cap irrigation line. There is no direct payment for sealing and capping irrigation. Compensation will be incidental to other line items.
- C. Contractor will be responsible for coordinating with MCI/Verizon for the relocation/adjustment of the MCI vault near STA 5+75. MCI will adjust the vault to sidewalk grade or relocate it outside the sidewalk area during construction. Contractor will need to have the area rough graded and/or formed so MCI can match grade. MCI will need 3-4 weeks' notice. There will be no direct compensation for coordination with MCI/Verizon. Compensation will be incidental to other line items. Contact information for MCI/Verizon is below:
  - a. Alan Roberts  
1Fiber Engineering  
919-628-7097  
[alan.roberts@verizon.com](mailto:alan.roberts@verizon.com)
- D. The Town of Cary has coordinated street light removal/relocation with Duke Energy Progress (DEP)/Pike Engineering. These plans have been included in the Appendix of the Project Manual. Contractor will be required to coordinate street light relocation during construction. DEP will remove existing streetlights and de-energize the lines before sidewalk construction begins.
- E. The Contractor will be required to install new 2" conduit for the new streetlights. Contractor shall follow all plans and notes of the conduit plans, including material and construction method specifications.

F. DEP will reinstall streetlights at the new locations once new conduit is installed and stubbed up at new locations.

G. Contact information for Pike Engineering is below:

- a. Kendall Heard  
Power Engineering Technologies I  
[kheard@pike.com](mailto:kheard@pike.com)

H. Line item **Conduit, 1, 2", Unpaved Trenching** will be used for all compensation including materials, labor, and incidentals to coordinate street lights with DEP and conduit installation.

#### **PART 6 - TEMPORARY TRAFFIC CONTROL:**

- A. At all sidewalk locations where existing sidewalk walking trails, paths or wheelchair ramps will be altered or affected by this project, prior to work, the Contractor shall install temporary wheelchair ramps, cones, barricades, drums or offsite detour routing and delineation to provide an ADA accessible sidewalk detour route as shown on the traffic control plans and in accordance with the most current edition of the MUTCD Part 6 – Temporary Traffic Control.
- B. Proposed work zone signs (excluding barricade mounted) may be portable in paved areas, all other signage shall be stationary mounted.
- C. Operate equipment and conduct operations in the same direction as the flow of traffic. Do not cross any medians with equipment, except at properly designated locations.
- D. Do not station equipment including any traffic control devices on any sidewalk where pedestrians are to be maintained or medians unless otherwise approved by the Engineer or shown in plans.
- E. The Contractor shall furnish, install, maintain, temporarily cover and uncover, relocated and remove stationary and barricade mounted work zone signs in accordance with Section 1110 of the most current version of the NCDOT "Standard Specifications for Roads and Structures."
- F. Two way traffic shall be maintained at all times. Full road closures will not be allowed.

#### **PART 6 – MISCELLANEOUS:**

- A. The contract unit price for **Relocate Existing Sign** shall be full compensation for all work required to remove and relocate all ground mounted signs in conflict with the proposed construction. Existing signs shall be relocated and adjusted to proper height as soon as possible in accordance with the applicable sections of the most



recent version of NCDOT Roadway Standard Drawings. The Engineer or Town Inspector shall be notified before resetting to review the new sign location to ensure it meets Town of Cary and NCDOT standards and for sight distance. The Contractor will be responsible for safe storage of existing signs until they can be reset. Damaged or lost signs, posts, or hardware will be replaced by the Contractor at no cost to the Town. Replacement parts shall meet the appropriate sections of Division 9 of the 2012 NCDOT Standards Specifications. Payment for this work shall be made under the contract unit bid price per each sign satisfactorily removed and reset.

- B. The Contractor shall coordinate with the Engineer to verify all final landscaping and sodding types and irrigation reconnections by the property owner prior to ordering and scheduling landscape work and final seeding and mulching work. **Permanent Lawn Sod** shall be made under the contract unit bid price per square yard and include, but not limited to, purchasing of sod, installing sod, watering sod for initial establishment and one year warranty.
- C. Contractor will be required to supply concrete washout areas. Plastic, movable concrete washout areas will be allowed. Concrete washouts must collect and retain all the concrete washout water and solids, so that this material does not migrate to surface waters or into the ground water
  - a. Maintain the concrete washout structure(s) to provide adequate holding capacity plus a minimum freeboard of 12 inches. Remove and dispose of hardened concrete and return the structure to a functional condition after reaching 75% capacity. Inspect concrete washout structures for damage and maintain for effectiveness. Remove the concrete washout structures and sign upon project completion.
  - b. **Concrete Washout Structure** will be paid for per each enclosure installed.

## **Part 7 – POST CONSTRUCTION AS-BUILT SURVEY**

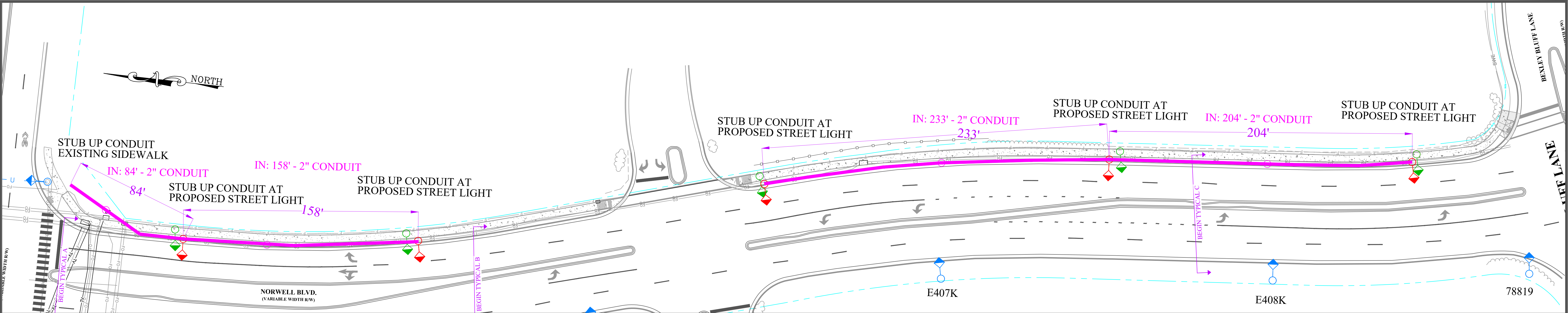
- A. The Contractor shall submit to Cary an electronic (as well as PDF copy) CADD Drawing file(s) of the NCPLS certified post-construction survey once the work in each area has reached substantial completion.
- B. All structures and appurtenances requiring coordinate submission as per the “Record Drawing Checklist” (See Section 21000 – Appendix) shall be submitted in the format of P, N, E, Z, D (Point Number, Northing, Easting, Elevation, Description). The descriptions used shall be common industry abbreviated items (WM, WV, FH, etc.). **The as-built survey file(s) must be submitted to the Town of Cary and approved prior to issuance of final payment.**
- C. No additional compensation will be provided for As-Built Surveys as these costs associated with this work will be considered incidental to **Construction Surveying** at the established line item unit price per lump sum identified in the Itemized Proposal.

END OF SECTION



SECTION 22000  
**APPENDIX**

- **Norwell Boulevard Conduit Plans by Pike Engineering Revised 3/17/25**
- **Norwell Boulevard Master Street Lighting Plans by Pike Engineering**
- **Record Drawing Checklist**

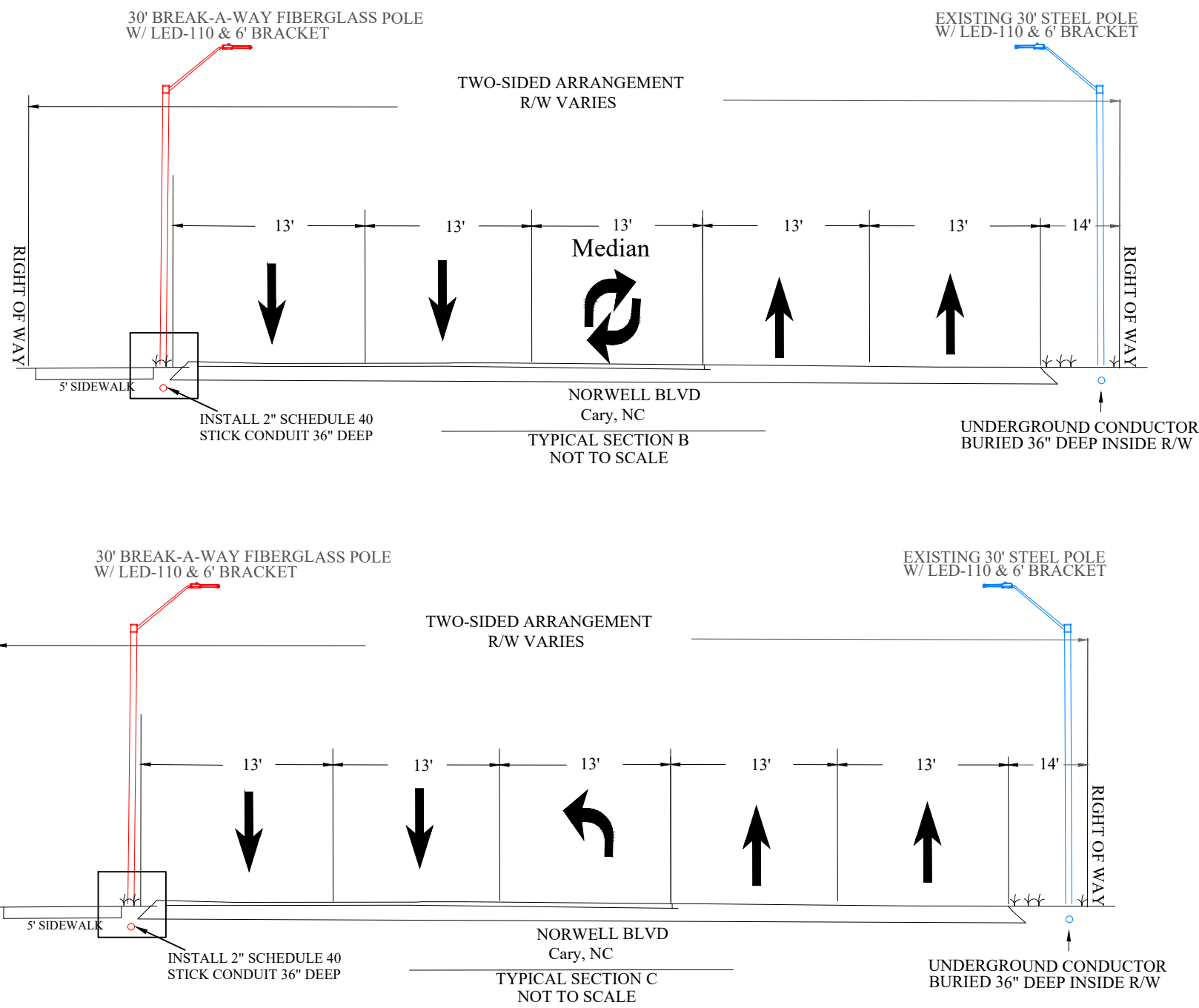
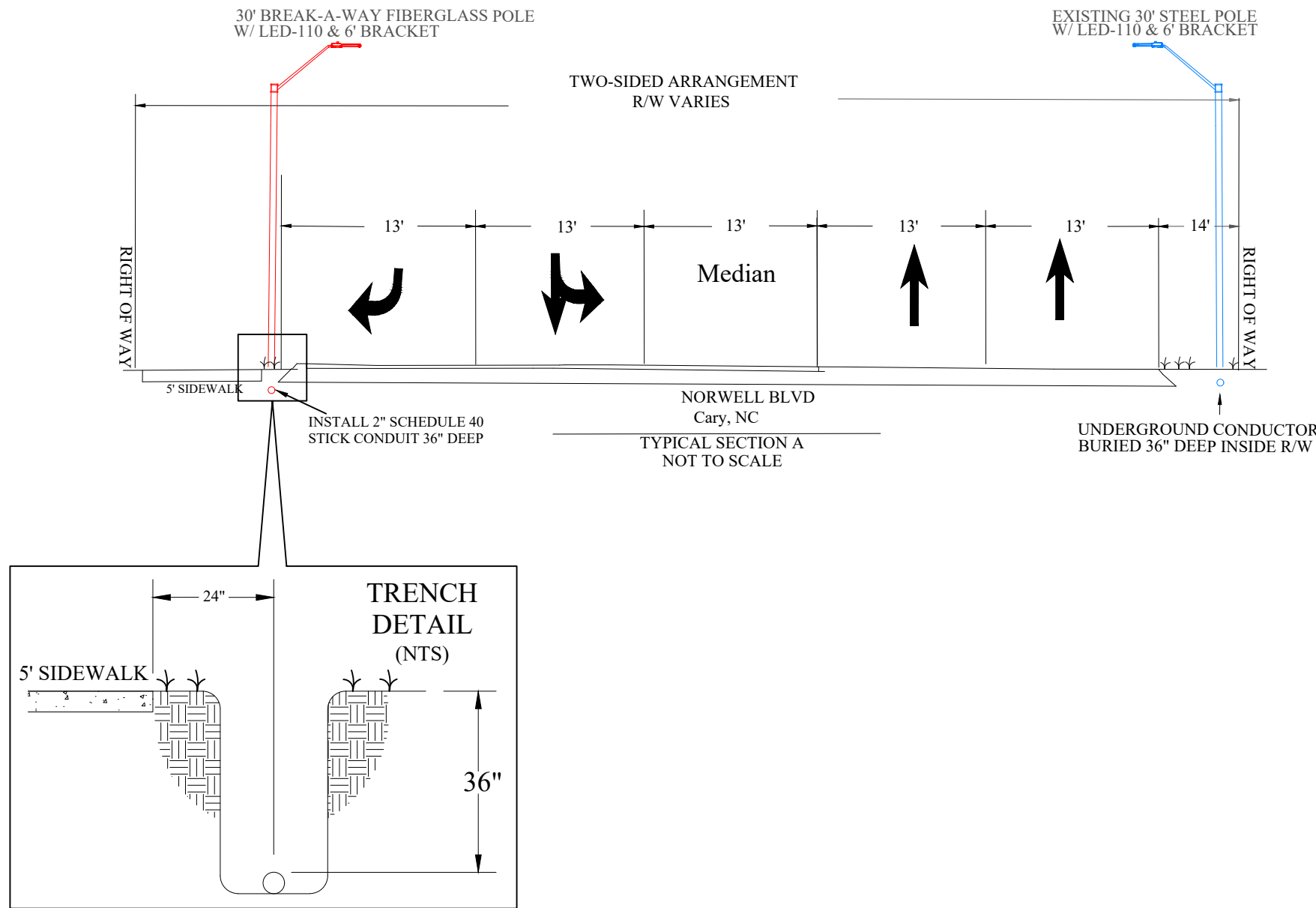


NOTES

1. CONDUIT WILL BE INSTALLED ON THE EAST SIDE OF NORWELL BLVD. SEE DRAWING FOR DETAILS.
2. CONDUIT ARRANGEMENT IS FOR A ONE SIDE OF A TWO-SIDED STREET LIGHTING ARRANGEMENT ON NORWELL BLVD. LOCATED IN CARY, NC. ALL PROPOSED STREET LIGHTS AND CABLE WILL BE INSTALLED AT A SEPARATE TIME.
3. 2" STICK CONDUIT TO BE BURIED/INSTALLED BY CUSTOMER, AT LEAST 36" IN DEEP AND IN ACCORDANCE WITH ALL NCDOT STANDARDS.
4. ALL CONDUIT AND CONDUIT FITTINGS FOR STREET LIGHTING MUST BE SCHEDULE 40 PVC OR GREATER AND MUST BE 2" IN DIAMETER. ALL CONDUIT BENDS/ELBOWS MUST HAVE A 36" MINIMUM RADIUS.
5. STUB UP CONDUIT AT EACH PROPOSED POLE. SEE DRAWING FOR DETAILS. CAP OFF ALL STUB UPS AND CONDUIT ENDS. ASSURE NO DIRT, DEBRIS, WATER OR OTHER FOREIGN MATTER IS PRESENT IN ANY CONDUIT SEGMENT.
6. INSTALL A PULL STRING IN EACH SPAN OF CONDUIT. THE PULL STRING EXTENDS AT LEAST TWELVE (12) INCHES OUTSIDE OF THE STUB UP. ALL PULL STRINGS ARE MADE FROM A MATERIAL THAT WILL NOT ROT.
7. ALL PROPOSED UNDERGROUND STREET LIGHTS WILL BE LOCATED 2' INFRONT OF SIDEWALK ON THE EAST SIDE OF NORWELL BLVD.
8. PLEASE CONTACT DESIGNER UPON COMPLETION OF CONDUIT INSTALLATION.

PROPOSED	EXISTING	REMOVE	ABANDON	LEGEND
				LED LUMINAIRE
				DECORATIVE LUMINAIRE
				FIBERGLASS/STEEL LIGHTING POLE
				WOOD POLE
				FOREIGN POLE
				TRANSFORMER (POLE MOUNTED)
				STREET LIGHT CIRCUIT UNDERGROUND
				PRIMARY CIRCUIT UNDERGROUND
				STREET LIGHT CIRCUIT OVERHEAD
				PRIMARY CIRCUIT OVERHEAD
RIGHT OF WAY				
PROPERTY LINE				
INSTALL CONDUIT				
EXISTING CONDUIT				
EXISTING SPAN GUY				
				ABOVE GROUND PEDESTAL
				FLUSH MOUNTED 13" X 23" PED
				PAD MOUNTED ENCLOSURE
				JUNCTION BOX
				TRANSFORMER (PAD MOUNTED)
				RECLOSER
				CABLE MARKER

DUKE ENERGY CONTACT:  
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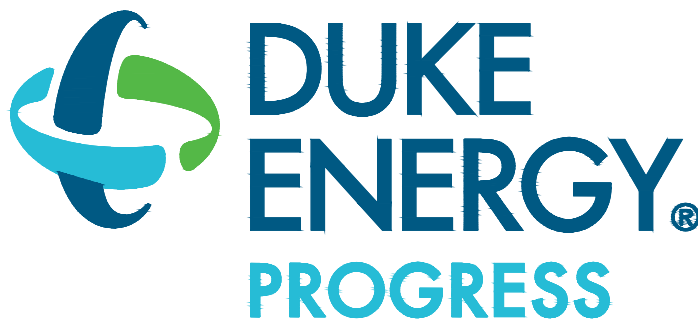


BY INITIALING THIS BLOCK THE CUSTOMER STATES THEY HAVE REVIEWED EACH SHEET OF THE PROPOSED LIGHTING DESIGN AND APPROVES OF ALL PROPOSED LIGHTING FACILITY LOCATIONS. CUSTOMER HAS VERIFIED THERE ARE NO CONFLICTS WITH PROPOSED LIGHTING ARRANGEMENT AND THE PLANS ARE CURRENT.			CUSTOMER INITIALS X <u>LN</u>
 1. PERSONAL ACCOUNTABILITY 2. ACTIVE ENGAGEMENT 3. BACKUP PROTECTION	7: Safety Reminders / Adverse Conditions 7: 7:	 WZS: REMEMBER "YOUR CIRCLE OF SAFETY" WZS: SET PROPER WORK ZONE NEEDED WZS: SET PROPER SIGNS, CONES, AND BARRICADES WZS: REMEMBER WALK AROUNDS AND PRETRIP WZS:	
REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.			

NO.	DATE	REVISION	BY

LIGHTING DESIGN TOLERANCE

The calculated footcandle light levels in this lighting design are predicted values and are based on specific information that has been supplied to Duke Energy. Any inaccuracies in the supplied information, differences in luminaire installation, lighted area geometry including elevation differences, reflective properties of surrounding surfaces, obstructions (foliage or otherwise) in the lighted area, or lighting from sources other than listed in this design may produce different results from the predicted values. Normal tolerances of voltage, lamp output, and ballast and luminaire manufacture will also affect results.



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STREET LIGHTING ARRANGEMENT FOR		
NORWELL BLVD.		
CARY, NC		
Designed by	DUKE ENERGY PROGRESS LIGHTING SOLUTIONS	
Reviewed by	KENDALL HEARD	Scale 1" = 40'
Date	3/17/2025	Size Drawing size "D"
Description	UG WO 46717309	
Drawing No.	17309	Sht. 1 OF 1