



Town of Holly Springs

INVITATION TO BID

ITB# 2025-0120 CONSTRUCTION FOR ADA COMPLIANT RAMPS

ISSUE DATE: April 1, 2025

BIDS DUE: April 29, 2025 @ 2:00 PM

**ISSUED BY:
Town of Holly Springs
Holly Springs, North Carolina**

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1. GENERAL INFORMATION

1.1. Purpose

The Town of Holly Springs is seeking proposals from qualified and licensed contractors for installing ADA compliant curb ramps. The work associated with this contract is anticipated to begin in May 2025, upon the Contractor's receipt of the Notice to Proceed. Qualified bidders are invited to submit bids for the project, in accordance with this solicitation, by April 29, 2025, at 2:00 PM.

1.2. Background

In compliance with Title II of the Americans with Disabilities Act (ADA), the Town of Holly Springs conducted an ADA Transition Plan in 2022. This comprehensive assessment evaluated pedestrian facilities and public rights of way throughout the town to identify areas requiring improvements for ADA compliance. The assessment focused on addressing barriers to accessibility, ensuring that all public spaces and transportation routes are accessible to individuals with disabilities.

A detailed list of these ramps, which have been identified for improvements, can be found in Attachment A.

2. SCOPE OF WORK

2.1. General Scope

The work for the Town of Holly Springs Downtown Area ADA Ramp Compliance Project consists of upgrading downtown area pedestrian infrastructure by removing and replacing non-compliant curb ramps as identified in Attachment A with compliant ramps to improve ADA accessibility while minimizing disruption to local businesses and residents. This includes repairing associated curbs, gutter, and sidewalk sections, relocating necessary utilities, implementing traffic control measures, and all other incidental work necessary to complete the project. All work and materials shall be in accordance with current ADA standards and local regulations as well as the *2024 North Carolina Department of Transportation Standard Specifications for Roads and Structures & Roadway Standards Drawings* and the Manual of Uniform Traffic Control Devices (MUTCD).

2.2. Detailed Scope

The Technical Specification section provides detailed information on installation methods and measurements. Attachment A includes ramp locations, quantities, and town details.

The quantities shown in Attachment A are approximate and are given as the basis for comparison of bids. Below is an outline of the specific tasks and considerations for completing the ADA ramp upgrades:

- i. **Curb Ramp Replacement:** Removal of existing non-compliant curb ramps and installation of new ADA-compliant ramps. This includes demolition of existing ramps (concrete or asphalt), excavation, forming, pouring, finishing new concrete ramp, and affixing detectable warning. Attachment A provides a list and location of identified non-compliant ramps to be replaced.
- ii. **Sidewalk and Gutter Repair:** Repair or replacement of adjacent sidewalk and gutter sections not within the pay limit for the curb ramp as necessary to ensure proper slopes, drainage and a smooth, continuous pedestrian surface.
- iii. **Utility Relocation:** Identification and relocation of any utilities (e.g., water meters, fire hydrants, signal poles) that interfere with the installation of ADA-compliant ramps. Coordination with utility companies will be required.
- iv. **Restoration:** Restoration of any disturbed areas, including landscaping and other surface treatments.
- v. **Incidentals:** The Contractor shall furnish all materials, equipment, tools, labor, and other work or items incidental to the project, except those specifically noted to be furnished by the Owner.

2.3. Additional Requirements

i. Traffic Control:

- The Contractor is responsible for developing and implementing a traffic control plan approved by the Town of Holly Springs. The traffic control plan shall provide safe passage for pedestrians and vehicles during construction.
- The Contractor must provide certified flaggers as required by MUTCD.
- The Contractor will be responsible for providing and maintaining all necessary signage, barricades, and other traffic control devices.

ii. Lane Closure Restrictions:

- Lane closures will be restricted to off-peak hours whenever possible. The Contractor shall not narrow or close a lane of traffic on any route during holiday weekends or special events. Specific restrictions will be determined in coordination with the Town of Holly Springs.
- The Contractor must provide at least 48 hours' notice to the Town of Holly Springs prior to any lane closure.
- The Contractor shall adhere to all local and state regulations regarding lane closures.

iii. Warranty

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

3. PROCUREMENT PROCESS

3.1. Schedule

The following table shows the schedule of events for the conduct of this solicitation. Details for some of the events are described in subsequent sections.

| DATE / TIME | EVENT |
|--------------------------------|--|
| April 1, 2025 | Issuance of ITB by the Town. |
| April 15, 2025, by 4:00 PM EST | Deadline for respondents to submit written questions. |
| April 22, 2025, by 4:00 PM EST | Deadline for Town's answers to question submissions. |
| April 29, 2025, by 2:00 PM EST | Bids due from respondents. |
| On or after April 29, 2025 | Bid evaluation begins and award(s) and contract negotiation(s) will follow |
| July 31, 2025 | Substantial Completion |
| August 21, 2025 | Final Completion |

3.2. Questions

Respondents shall submit all questions, in writing, to both contact's e-mail address listed below. When submitting questions, please refer to the solicitation name and number in the email subject (Email Subject: ITB #2025-0120 ADA Ramp Compliance Project Question), as well as the page and section in the body of the email, if applicable. Question submissions are due by the date and time listed in the "Schedule" table located above in Section 3.1. Questions submitted after the deadline do not require a response, though the Town will make reasonable efforts to provide clarification before the bid deadline, if able.

Question Contact Information:

Theresa Randall, Asset Management/ADA Coordinator

Chelsea Davis, PE Project Engineer

Apart from question submissions, respondents should refrain from contacting Town staff prior to the response deadline.

3.3. Responses to Questions & Addenda

Responses to question submissions and addenda (if applicable) will be posted on the Department of Administration's Electronic Vendor Portal (eVP) under the referenced solicitation number/project, as well as the Town of Holly Springs website at the following hyperlink: <https://www.hollyspringsnc.gov/2456/Bids-Requests-for-Proposals>. It is suggested that you sign up for email updates at the bottom of the linked page to ensure you receive all relevant information, as it is posted. It is the respondent's responsibility to ensure they have received, reviewed, and understand all posted addenda. Bidders are required to certify all Addenda were received in their bid submission.

3.4. Bid Submission & Withdrawal

Bids must be submitted via email to the contact listed below and by the date and time listed in the "Schedule" table located in Section 3.1. Bid content and format details are specified in the subsequent section of this solicitation. Any bid submitted will be binding for ninety (90) days after the date of bid opening. All responses and supporting materials become property of the Town upon receipt and are subject to public record after contract award. MWBE/HUB certified businesses are encouraged to submit bids.

Submission Contact Information:

Brettany DeVolld, Purchasing Manager

brettany.devolld@hollyspringsnc.gov

Email Subject: ITB# 2025-0120 Construction for ADA Compliant Ramps_ "Vendor Name"

Apart from question submissions, respondents should refrain from contacting Town staff prior to the response deadline.

No bid may be changed or withdrawn after the stated time and date of bid opening. Any bid submitted will be binding for ninety (90) days after the date of bid opening. Submitted bids may be withdrawn prior to date of bid opening by contacting the Submission Contact named above.

3.5. Evaluation & Selection

Bids will be evaluated by determining the lowest responsive, responsible bidder and considering:

- Ability to meet project completion deadline and capacity to provide the designated materials.
- Price and warranties for services of base bid only.
- Character, integrity, reputation, judgment, experience, and efficiency of bidder.
- Licensure and insurance requirements: all contractors must be properly licensed under the laws governing their respective trades and be able to obtain required insurance before contract award.
- Responsiveness to bidder instructions in bid submission

3.6. Contract and Award

Upon completion of bid evaluations, if the Town has determined a suitable offer, it will enter into contract negotiations with the apparent low responsible, responsive bidder. If negotiations are successful and Town Council awards the contract, all bidders will be notified of the award decision via email.

The contract for this project will be a single-prime construction contract, sample included as Exhibit A (**do not complete and return with bid submission**). The apparent lowest responsible responsive bidder of the base bid should prepare to provide a certificate of insurance with the Town named as additional insured upon contract award and before issuance of notice to proceed.

4. BID SUBMISSION

4.1. Content

To facilitate the evaluation process, the Town requires all responses to be organized per the content and format instructions in this section. All information below is required for the bid to be deemed responsive. The bid content should be labeled and structured as follows:

- I. Cover letter
- II. General Information – see Section 4.3 for details
- III. Required Form 1: “Bid Price Sheet”

Failure to provide the information requested in accordance with this section may result in the Town, at its sole discretion, deeming the bid as non-responsive.

4.2. Cover Letter

Bid submissions must include a letter of transmittal attesting to its accuracy and signed by an individual authorized to execute binding legal documents for the business. The cover letter shall provide the legal name, address, and telephone number of the business along with the designated contact’s name, title, email address, and telephone number. Provide NC license number for verification.

4.3. General Information

Include the following information in this section:

- Acknowledge receipt of all posted addenda; signature of authorized individual required
- Communicate understanding of the scope and describe your approach to performing the requested services and bid information.
- Include project timeline for completion of work.
- Identify subcontractors, if applicable. Note: Bidders must identify subcontractors in bid and may not substitute or add subcontractors in future unless good cause is provided to and approved by the Town. MWBE/HUB certified subcontractor contracts are encouraged.
- Experience and References: Provide details for three (3) projects of similar scope and size completed within the last 3 years. Include the following reference contact information: company’s name and contact’s name, title, telephone and email address.

4.4. Required Forms

To be deemed responsive to this solicitation, respondents must complete, in detail, all “Required Forms.” Template forms are located in Section 5 of the solicitation. If your response cannot be completed within the framework of the provided form(s), please attach the continuation to the respective form and label as such.

4.5. Format

Bids shall be submitted in a single, digital file and contain the content described above. A Word document or PDF format that is easily searchable and provides clear demarcation between sections and documents per the instructions detailed in said sections, should be emailed to the provided contact by the submission deadline.

5. REQUIRED FORMS

The subsequent documents require completion and submission with the bid response to be considered compliant with the terms of this solicitation. Specific instructions for completion and submission are provided at the top of each document.

REQUIRED FORM 1

BID PRICE SHEET

Base Bid: The bidder, having carefully examined all requirements of the project, hereby agrees to furnish all material, labor, equipment, and services necessary to complete the construction of the project for the stipulated sum(s) provided below. Sales tax may be included but must be listed separately—all sums will be assumed not to include sales tax unless provided appropriately.

COMPANY NAME: _____

NORTH CAROLINA LICENSE NUMBER: _____

| Item No. | Description | Unit | Estimated Quantity | Unit Price | Extended Price |
|--|---|------|--------------------|------------|----------------|
| 1 | Mobilization | LS | 1 | | |
| 2 | Temporary Traffic Control | LS | 1 | | |
| 3 | Adjust Drop Inlet | EA | 1 | | |
| 4 | Adjust Manhole | EA | 3 | | |
| 5 | Adjust Meter or Valve Box | EA | 2 | | |
| 6 | Remove and Replace Curb Ramp | EA | 28 | | |
| 7 | Remove and Replace Asphalt Pavement | SY | 5 | | |
| 8 | Remove and Replace Concrete Curb & Gutter | LF | 80 | | |
| 9 | Remove and Replace Concrete Sidewalk | LF | 90 | | |
| 10 | Remove and Replace Brick Paver Sidewalk | LF | 50 | | |
| 11 | Remove and Replace Boardwalk Path | LF | 10 | | |
| Total of all extended prices for Estimated Quantities of Work | | | | | \$ |

| | |
|-----------|----------|
| Base Bid: | \$ _____ |
|-----------|----------|

Alternate 1

| Item No. | Description | Unit | Estimated Quantity | Unit Price | Extended Price |
|--|--------------------------------------|------|--------------------|------------|----------------|
| 1 | Temporary Traffic Control | LS | 1 | | |
| 2 | Remove and Replace Concrete Sidewalk | LF | 535 | | |
| Total of extended prices for Estimated Quantities of Work | | | | | \$ |

| | |
|---|----------|
| Alternate 1 Total (not to be considered in bid evaluation): | \$ _____ |
|---|----------|

6. DISCLOSURES

6.1. Accuracy of ITB and Related Documents.

Each respondent must independently evaluate all information provided by the Town. The Town makes no representations or warranties regarding any information presented in, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information. Additionally, the Town will not be bound by or responsible for any explanations or conclusions regarding this or any related documents other than those provided by an addendum issued by the Town. Respondents may not rely on any oral statement by the Town or its agents, advisors, or consultants.

If a respondent identifies potential errors or omissions in this or any other related documents, the respondent should immediately notify the contact listed in Section 3.5 of such potential discrepancy in writing. The Town may issue a written addendum if it determines correction is necessary.

6.2. Town's Rights and Options.

The Town reserves the right, at the Town's sole discretion, to take any action affecting this ITB, this ITB process, or the services or facilities subject to this ITB, that would be in the best interests of the Town, including:

- i. To supplement, amend, substitute, or otherwise modify this ITB, including the schedule, or to cancel this ITB, at any time;
- ii. To require any respondent to supplement or clarify its bid or provide additional information relating to its response;
- iii. To investigate the qualifications, experience, capabilities, and financial standing of each respondent submitting a bid;
- iv. To waive any defect or irregularity in any bid received;
- v. To reject any or all bids;
- vi. To share the bids with Town employees and contractors, in addition to the Evaluation Committee, as deemed necessary by the Town;
- vii. To award all, none, or any part of the services and enter into contracts with one or more of the respondents deemed by the Town to be in the best interest of the Town, which may be done with or without re-solicitation;
- viii. To discuss and negotiate with any respondents their bid terms and conditions, including but not limited to financial terms; and
- ix. To terminate discussions and negotiations with any respondent at any time and for any reason.

6.3. Expense of Bid Preparation.

The Town accepts no liability and respondents will have no actionable claims for reimbursement of any costs or expenses incurred while participating in this solicitation process. This includes expenses and costs related to bid submission, submission of written questions, attendance at Prebid conference, contract negotiations, or activities required for contract execution.

6.4. Vendor Inclusion

The Town's vendor management philosophy supports a fair, open, and inclusive process that offers the same access and information to all vendors. The Town provides an email alert option to allow vendors optimal notice and access to all solicitations as they are posted. This can be found on the Town of Holly Springs website at the following hyperlink: <https://www.hollyspringsnc.gov/2456/Bids-Requests-for-Proposals>

6.5. Dispute Resolution Process

No services shall be delayed or postponed pending the resolution of any dispute unless Town otherwise agrees in writing. Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or non-performance of, this Agreement shall be brought exclusively in the General Court of Justice of North Carolina sitting in Wake County, North Carolina and it is agreed by the parties that no other

court shall have jurisdiction or venue with respect to such suits or actions. For any amount in controversy in excess of \$15,000 the Contractor shall participate in the Town's dispute resolution process which shall be considered part of Basic Services or Scope of Work unless specifically agreed otherwise herein. The Town's dispute resolution process is to engage in prelitigation mediation under the rules of Mediation for Superior Court notwithstanding the amount in controversy.

Confidentiality

Responses to the ITB will become public records and, therefore, will be subject to public disclosure after contract award. However, North Carolina General Statutes Section 132-1.2 provides a method for protecting some documents from public disclosure. If the Consulting firm follows the procedures prescribed by those statutes and designates a document confidential or trade secret, the Town will withhold the document from public disclosure to the extent that is entitled or required to do so by applicable law, and will return the document after selection.

Equal Employment Opportunity

The Town of Holly Springs does not discriminate in administering any of its programs and activities. The consultant awarded the contract for work will be required to ensure that no person shall be denied employment, fair treatment or be discriminated against on the basis of race, sex, religion, age, national origin, or handicap.

Minority/Women/Small Business Enterprise

It shall be the practice of the Town of Holly Springs to provide minority-owned, women owned, and small business enterprises (collectively "M/W/SBE") as well as other responsible vendors with fair and reasonable opportunity to participate in the Town's business opportunities including but not limited to employment, construction development projects, and material/services consistent with the laws of the State of North Carolina. The policy of the Town prohibits discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, disability, or veteran's status. It is further the policy of the Town to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve all claims of such discrimination.

Contracting

Any contract developed for work shall be construed and enforced in accordance with the laws of the State of North Carolina. Any controversy or claim arising because of contracting shall be settled by an action initiated in the appropriate division of the General Court of Justice in Wake County, North Carolina.

Conditions and Limitations

The Town expects to select a consulting firm from the bids submitted but reserves the right to reject any or all responses to the ITB, to advertise for new responses, or to accept any response deemed to be in the best interest of the Town. A response to this ITB should not be construed as a contract nor an indication of a commitment of any kind on the part of the Town nor does it commit either to pay for costs incurred in the submission of a response to this request or for any cost incurred prior to the execution of a final contract. The Town will reserve the right to dismiss any part or all of the contracted team when, in the Town's opinion, the project is not moving as scheduled or is hindered in any way by the actions or personalities of team members.

EXHIBIT A: SAMPLE CONTRACT

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document has been adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

EJCDC C-522 CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

Prepared by



Issued and Published Jointly by



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CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between _____ The Town of Holly Springs (Owner) and _____ (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. Downtown Area ADA Ramp Compliance Project which includes upgrading downtown area pedestrian infrastructure by removing and replacing non-compliant curb ramps as identified in Attachment A with compliant ramps to improve ADA accessibility while minimizing disruption to local businesses and residents. This includes repairing associated curbs, gutter, and sidewalk sections, relocating necessary utilities, implementing traffic control measures, and all other incidental work necessary to complete the project. All work and materials shall be in accordance with current ADA standards and local regulations as well as the *2024 North Carolina Department of Transportation Standard Specifications for Roads and Structures & Roadway Standards Drawings* and the *Manual of Uniform Traffic Control Devices (MUTCD)*.
 - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located in the Downtown Area of Holly Springs, NC which stretches from NC-55 to Holly Springs Road on Main Street and Avent Ferry Road.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
 - 1. This Contract.
 - 2. Technical Specifications listed in the Table of Contents.
 - 3. Attachment A
 - 4. Addenda.
 - 5. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Work Change Directives (EJCDC C-940).
 - b. Change Orders (EJCDC C-941).
 - c. Field Orders.

ARTICLE 3 - ENGINEER

3.01 Engineer

- A. The Engineer for this Project is The Town of Holly Springs or other designated party.

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The Work will be substantially completed on or before **July 31, 2025**, and completed and ready for final payment on or before **August 21, 2025**.

4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **\$300** for each day that expires after the Contract Time for substantial completion.

4.03 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.
- B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents at the following unit prices for each unit of Work completed:

Base Bid

| Item No. | Description | Unit | Estimated Quantity | Unit Price | Extended Price |
|--|---|------|--------------------|------------|----------------|
| 1 | Mobilization | LS | 1 | | |
| 2 | Temporary Traffic Control | LS | 1 | | |
| 3 | Adjust Drop Inlet | EA | 1 | | |
| 4 | Adjust Manhole | EA | 3 | | |
| 5 | Adjust Meter or Valve Box | EA | 2 | | |
| 6 | Remove and Replace Curb Ramp | EA | 28 | | |
| 7 | Remove and Replace Asphalt Pavement | SY | 5 | | |
| 8 | Remove and Replace Concrete Curb & Gutter | LF | 80 | | |
| 9 | Remove and Replace Concrete Sidewalk | LF | 90 | | |
| 10 | Remove and Replace Brick Paver Sidewalk | LF | 50 | | |
| 11 | Remove and Replace Boardwalk Path | LF | 10 | | |
| | | | | | |
| | | | | | |
| Total of all extended prices for Estimated Quantities of Work | | | | | \$ |

Alternate 1

| Item No. | Description | Unit | Estimated Quantity | Unit Price | Extended Price |
|--|--------------------------------------|------|--------------------|------------|----------------|
| 1 | Temporary Traffic Control | LS | 1 | | |
| 2 | Remove and Replace Concrete Sidewalk | LF | 535 | | |
| | | | | | |
| Total of extended prices for Estimated Quantities of Work | | | | | \$ |

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

ARTICLE 6 - INSURANCE

6.01 Insurance

A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. Workers' Compensation:

| | |
|---|------------------|
| State: | <u>Statutory</u> |
| Employer's Liability: | |
| Bodily Injury, each Accident | \$ _____ |
| Bodily Injury By Disease, each Employee | \$ _____ |
| Bodily Injury/Disease Aggregate | \$ _____ |

b. Commercial General Liability:

| | |
|---|---------------------|
| General Aggregate | \$ <u>5,000,000</u> |
| Products - Completed Operations Aggregate | \$ _____ |
| Personal and Advertising Injury | \$ _____ |
| Each Occurrence (Bodily Injury and Property Damage) | \$ _____ |

c. Automobile Liability herein:

| | |
|---------------------------|----------|
| Bodily Injury: | |
| Each Person | \$ _____ |
| Each Accident | \$ _____ |
| Property Damage: | |
| Each Accident | \$ _____ |
| Combined Single Limit of: | \$ _____ |

d. Excess or Umbrella Liability:

| | |
|-------------------|---------------------|
| Per Occurrence | \$ _____ |
| General Aggregate | \$ <u>5,000,000</u> |

e. Contractor's Pollution Liability:

| | |
|-------------------|----------|
| Each Occurrence | \$ _____ |
| General Aggregate | \$ _____ |

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
 - 1. Products and completed operations coverage maintained for three years after final payment;
 - 2. Blanket contractual liability coverage to the extent permitted by law;
 - 3. Broad form property damage coverage; and
 - 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
 - 1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 - 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise

Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

7.05 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.

- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.07 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss.

Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of

engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on

the Site to check the quality or quantity of the Work.

- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor

shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. After receipt of written notice, Engineer will promptly:
 - 1. Review the subsurface or physical condition in question;
 - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 - 3. Determine whether the condition falls within the differing site condition as stated herein;
 - 4. Obtain any pertinent cost or schedule information from Contractor;
 - 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 - 6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.

- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Retainage

- A. The Owner shall retain 5 % of each progress payment until the Work is substantially complete.

14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate

in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.

- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.06 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 1. All documentation called for in the Contract Documents;

EJCDC® C-522, Contract for Construction of a Small Project.

2. Consent of the surety to final payment;
 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 4. A list of all disputes that Contractor believes are unsettled; and
 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the

Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
 - 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-

related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:

- a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

- A. This Contract is to be governed by the laws of the State of North Carolina.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

TOWN OF HOLLY SPRINGS CONTRACT SIGNATURE PAGE

NOTICE TO ALL CONTRACTORS & VENDORS:

Notwithstanding anything to the contrary in your contracts, this Contract is valid and enforceable only on the following conditions: Any language in the attached contract purporting to create an indemnity against the Town is hereby stricken and given no effect. Any provision for forum selection or choice of law other than the situs of this contract (Wake County, North Carolina) is hereby stricken and given no effect. The signatures below are only effective upon the Vendor's acceptance of the foregoing. In the event that you do not accept this notice and notification, inform the Contract Manager/Contact listed below immediately. For contracts obligating a town expenditure exceeding \$2,500, a PO is required.

VENDOR SIGNATURE:

I certify the above language is acceptable. _____

Date: _____ Printed Name & Title: _____

Approved as to form:

John Schifano, Town Attorney

Town Contact/Contract Manager: _____

PURCHASE ORDER NO _____ (If Applicable)

Approved by Brettany DeVold _____ (initials)

This instrument has been pre-audited in the manner described by the Local Government Budget and Fiscal Control Act.

Tina Stroupe Director of Finance
PO Number: _____

TOWN OF HOLLY SPRINGS

By: _____
Randy Harrington, Town Manager

ATTEST:

By: _____
Linda C. McKinney, Town Clerk

(Town Seal)

Town Standard Signature page Rev 7/23

TOWN OF HOLLY SPRINGS

DOWNTOWN AREA ADA RAMP COMPLIANCE PROJECT

TECHNICAL SPECIFICATIONS

SECTION 01000: DEFINITIONS, ABBREVIATIONS and REFERENCE STANDARDS

PART 1 - DEFINITIONS

- A. CONTRACTOR – The successful Bidder to whom a contract has been awarded and who has properly executed the contract documents.
- B. EASEMENT – An interest in land owned by another that entitles its holder to a specific use. Or a property right to use or control real property of another.
- C. ENGINEER – The Director of Engineering of the Town of Holly Springs or other representative duly authorized by the Director of Engineering.
- D. INSPECTOR – The Lead Development Inspector, a Construction Inspector, or other representative duly authorized by the Director of Engineering.
- E. ENGINEER’S CONSULTANT – Duly authorized representative from hired firm.
- F. INVERT - The lowest point in the internal cross section of a pipe or other culvert.
- G. OWNER – The Town of Holly Springs, a Municipal Corporation of the State of North Carolina.
- H. PLANS – The approved design drawings that show the work to be done.
- I. RIGHT OF WAY - The area that encompasses public streets, sidewalks and utility strips.
- J. SUBGRADE - That portion of the roadbed is prepared as a foundation for the pavement structure.

PART 2 – ABBREVIATIONS The following is a partial list of abbreviations that may appear in the specifications, plans, and/or estimates and their definitions.

- | | |
|------------|-----------------------|
| 1. A.B.C. | aggregate base course |
| 2. B.C.Y | bank cubic yard |
| 3. BOC | back of curb |
| 4. BV | butterfly valve |
| 5. C/O | sewer clean out |
| 6. °C | degrees Centigrade |
| 7. C.F. | cubic feet |
| 8. CMP | corrugated metal pipe |
| 9. CV | check valve |
| 10. Cy | cubic yard |
| 11. DIP | ductile iron pipe |
| 12. EI/EIT | Engineer Intern |

| | |
|----------------|--|
| 13. EIP | existing iron pipe |
| 14. EOP | edge of pavement |
| 15. °F | degrees Fahrenheit |
| 16. FES | flared end section (pipe) |
| 17. ft. | foot |
| 18. gpd | gallons per day |
| 19. gpm | gallons per minute |
| 20. GV | gate valve |
| 21. HDPE | high density polyethylene |
| 22. HP | horsepower |
| 23. ID | internal diameter |
| 24. in. | inches |
| 25. inv | invert |
| 26. lbs. | pounds |
| 27. L.F. | Linear Feet |
| 28. MH | manhole |
| 29. max. | maximum |
| 30. min. | minimum |
| 31. M.S.F | thousand square feet |
| 32. MSL | mean sea level |
| 33. MUTCD | Manual on Uniform Traffic Control Devices |
| 34. NCDENR | North Carolina Department of Environment and Natural Resources |
| 35. NCDOT | North Carolina Department of Transportation |
| 36. NPDES | National Pollutant Discharge Elimination System |
| 37. O.C. | on center |
| 38. OD | outside diameter |
| 39. OHPL | overhead power line |
| 40. OSHA | Occupational Safety and Health Act |
| 41. oz. | ounce |
| 42. PAM | Polyacrylamide |
| 43. P.C. | point of curvature |
| 44. P.E. | Professional Engineer, registered in North Carolina |
| 45. pH | measure of the acidity or alkalinity of a solution |
| 46. P.L.S. | Professional Land Surveyor, registered in North Carolina |
| 47. ppm | parts per million |
| 48. psi | pounds per square inch |
| 49. PL | property line |
| 50. P.T. | point of tangency |
| 51. PVC | polyvinyl chloride |
| 52. P.V.C. | point of curvature on vertical curve |
| 53. P.V.T. | point of tangency on vertical curve |
| 54. Qmax | maximum discharge |
| 55. Qmin | minimum discharge |
| 56. R. or Rad. | radius |
| 57. RCP | reinforced concrete pipe |
| 58. RH | relative humidity |

| | |
|----------|-----------------------------|
| 59. SCS | Soil Conservation Service |
| 60. sec. | second |
| 61. S.F. | square feet |
| 62. S.Y. | square yard |
| 63. TDH | total dynamic head |
| 64. TOHS | Town of Holly Springs |
| 65. Typ. | typical |
| 66. UPL | underground power line |
| 67. VAC | volts (alternating current) |
| 68. VDC | volts (direct current) |
| 69. WM | water meter |
| 70. WV | water valve |
| 71. yd | yard |

PART 3 – REFERENCE STANDARDS

All materials, products and procedures incorporated into the work shall be in strict accordance with the following codes, standards and specifications. Wherever reference is made to any published standard, code or standard specification, it shall mean the latest edition in effect at the invitation for bids.

- A. American Association of State Highway and Transportation Officials (AASHTO)
- B. American National Standards Institute (ANSI)
- C. American Society of Testing and Materials (ASTM)
- D. American Water Works Association (AWWA)
- E. Americans with Disabilities Act (ADA) Standards for Accessible Design
- F. Manual on Uniform Traffic Control Devices for Streets and Highways, as prepared by the National Advisory Committee on Uniform Traffic Control Devices (MUTCD)
- G. North Carolina Department of Transportation (NCDOT), January 2024 “Standard Specifications for Roads and Structures”
- H. National Pre-Cast Concrete Association (NPCA)
- I. North Carolina Department of Environment Quality (NCDEQ)
- J. National Electrical Code (NEC)
- K. National Electrical Manufacturers Association (NEMA)
- L. Natural Resources Conservation Service (NRCS [formerly “SCS”])
- M. Occupational Safety and Health Act (OSHA)
- N. Soil Conservation Service (SCS)
- O. Town of Holly Springs (TOHS) “Engineering Design and Construction Standards” - Where TOHS standard specifications exceed NCDOT standards, the TOHS standard specification shall apply.
- P. Underwriters Laboratories, Inc. (UL)

END OF SECTION 01000

SECTION 02000: SUBMITTALS

PART 1 – SUBMITTALS

A. General Submittal Requirements

- i. Submittals shall meet the requirements of the General Conditions and Supplementary Conditions.
- ii. The following submittals will be required for this project:
 - Traffic Control Plan
 - Utility Adjustments
 - Asphalt Pavement
 - Concrete Curb & Gutter and Sidewalk
 - Decorative Brick and Boardwalk Path
 - Truncated Domes Detectable Warnings
- iii. The Contractor shall transmit submittals in sufficient time to allow thorough review by the Engineer.
- iv. Submittals shall be accompanied by a letter of transmittal containing the date, project name, Contractor's name, supplier, manufacturer, number and title of submittal, notification of exceptions and/or deviations from the Contract requirements, and any other pertinent data to facilitate review.
- v. The Contractor shall thoroughly check all submittals for accuracy and conformance to the intent of the Contract Documents, and make any necessary changes, prior to submitting them to the Engineer. All submittals shall bear the Contractor's certification stating that they have been so checked. **This certification shall include the following statement: "By this Submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers, and similar data and I have checked and coordinated each item with other applicable approved shop drawings and all contract requirements." SUBMITTALS WITHOUT THE CONTRACTOR'S CERTIFICATION WILL BE RETURNED TO THE CONTRACTOR WITHOUT REVIEW.**
- vi. No material shall be ordered, fabricated or shipped or any work performed until the Engineer returns the required submittal to the Contractor with satisfactory review indicated.
- vii. The Engineer's review of the Contractor's submittals shall in no way relieve the Contractor of any responsibility under the Contract. An acceptance of a submittal shall be interpreted to mean that the Engineer has no specific objections to the submitted material, subject to conformance with the Contract Documents.

B. Shop Drawings

- i. The Contractor shall submit to the Engineer for review shop drawings for all fabricated work and for all manufactured items for which shop drawings are required elsewhere in the project manual.
- ii. Where manufacturers' publications in the form of catalogs, brochures, illustrations or other data sheets are submitted, items for which approval is requested shall be specifically indicated. Submittals showing only general information shall not be acceptable.
- iii. Within ten (10) days after notice to proceed, the contractor shall submit three (3) copies of his preliminary schedule of shop drawing submittals to the Engineer for approval.

C. Layout and Installation Drawings

- i. The Contractor shall submit to the Engineer, for review, layout and installation drawings for all pipes, valves, fittings, sewers, manholes, electrical, conduits, etc. to be provided under this contract.
- ii. Within ten (10) days after notice to proceed, the contractor shall submit three (3) copies of his preliminary schedule of layout and installation drawing submittals to the Engineer for approval.

PART 2 – OTHER REQUIREMENTS

A. Progress Schedule

- i. The Contractor shall submit three (3) copies of its proposed progress schedule to the Engineer for review and approval, in accordance with the General Conditions.
- ii. Progress schedule shall be updated monthly, with three (3) copies submitted to the Engineer with the application for payment. The Engineer may withhold progress payments until such time as the schedule or revised schedule is received.
- iii. Progress schedule shall be prepared in the form of a horizontal bar chart showing in detail the proposed sequence of work. Schedule shall be time scaled showing start and completion dates for each stage of the work. The schedule shall account for all subcontractors. The schedule shall provide for proper sequence of construction considering various crafts, purchasing time, submittal review, material delivery, equipment fabrication and similar time-consuming factors. The schedule shall show as a minimum, earliest starting, earliest completion, latest starting, latest completion, and total float for each task or item.

B. List of Subcontractors

- i. The Contractor shall submit to the Engineer for review, prior to the preconstruction conference, a listing of all subcontractors. This submittal shall include a description of the work to be performed by each subcontractor, the estimated value of such work, and the subcontractor's experience performing similar work. This list shall be kept current throughout the project duration. All subcontractors shall be approved by the Town of Holly Springs.

C. As-Built Drawings

- i. If Town employee signed and sealed the construction plan: Contractors shall provide a complete as-built point file so that the Town Project Engineer can provide three (3) complete sets of field-surveyed and sealed As-Built plans, (1 set mylar, 2 sets blue prints) at the completion of the project, prior to final payment. As-builts shall conform to the requirements set forth in the Town of Holly Springs, "Engineering Design and Construction Standards", with all information tied to the appropriate local Town benchmark monument.
- ii. If Town outsourced the sign and seal of the Construction Plan: Contractor shall provide a complete as-built point file to original design engineer and provide three (3) complete sets of field-surveyed and sealed As-Built plans, (to the Town of Holly Springs) (1 set mylar, 2 sets blue prints) at the completion of the project, prior to final payment. As-builts shall conform to the requirements set forth in the Town of Holly Springs, "Engineering Design and Construction Standards", with all information tied to the appropriate local Town benchmark monument.

END OF SECTION 02000

SECTION 06000: CAST IN PLACE CONCRETE

PART 1 - MATERIALS

- A. Portland cement concrete for curb and gutter, driveways, driveway aprons, curb ramps, sidewalks, traffic islands and other items as specified on the plans shall have a minimum 28 day compressive strength of 2,500 psi, a non-vibrated slump between 2.5 and 4 inches, a minimum cement content of 508 pounds per cubic yard, an air entrainment of 4.5 – 7.5%, and a maximum water-cement ratio of 0.567 in accordance with Class B concrete as described in the NCDOT, January 2024, “Standard Specifications for Roads and Structures” unless otherwise specified in the Contract Documents. Portland cement concrete for structures, culverts and other items as specified on the plans shall be Class A or Class AA in accordance with NCDOT, January 2024, “Standard Specifications for Road and Structures.” Dyed concrete is not allowed in construction of driveway aprons or public sidewalks unless otherwise specifically required on the plans.
- B. Joint filler shall be a non-extruding joint material conforming to ASTM C1751. Joint sealer shall be a low modulus silicone sealant conforming to Section 1028.
- C. Aggregate for portland cement concrete shall meet the requirements for fine and coarse aggregate of Section 1014 of the NCDOT, January 2024, “Standard Specifications for Roads and Structures.”
- D. Portland Cement and admixtures shall meet the requirements of Section 1000 of the NCDOT, January 2024, “Standard Specifications for Roads and Structures.”
- E. Water for mixing or curing the concrete shall be free from injurious amounts of oil, salt, acid, or other products detrimental to the finished product.
- F. Steel Wire Reinforcement shall be smooth welded wire reinforcement conforming to AASHTO M55.

PART 2 - QUALITY ASSURANCE

- A. Concrete shall be only plant-mixed, transit-mixed or ready-mixed concrete. The time elapsing from mixing to placing the concrete shall not exceed ninety (90) minutes. Concrete shall not be deposited on frozen subgrade and shall not be poured when the air temperature is falling and below 40° F, and the predicted low temperature for the succeeding 24 hour period is less than 32° F.
- B. All concrete when placed in the forms shall have a temperature of between 50° F and 90° F and shall be maintained at a temperature of not less than 50° F for at least 72 hours for normal concrete and 24 hours for high early strength concrete, or for as much time as is necessary to secure proper rate of curing and designed compressive strength. The use of admixture, retarders, and accelerators shall be used as directed by the Engineer.

PART 3 - CONSTRUCTION METHODS - GENERAL

- A. Proportioning of Concrete: The concrete shall be mixed in proportions discussed herein and approved by the Engineer.
- B. Mixing Concrete: The concrete shall be mixed by machine on the job or at a central mixing plant. A batch mixer of any approved type may be used. The method of measuring the materials for the concrete, including water, shall be one which will insure separate and uniform proportions of each of the materials at all times. The mixing shall continue at least 1-1/2 minutes after all ingredients have been emptied before receiving material for the succeeding batch.
- i. A central mixing plant shall not be used until approved by the Engineer and shall be certified by the NCDOT. The concrete from a central plant shall be delivered and deposited at the consistency specified without segregation. The time elapsing from mixing to placing the concrete shall not exceed ninety (90) minutes.
 - ii. Concrete shall be mixed only in such quantities as are required for immediate use and all such material shall be used while fresh and before initial set has taken place. Any concrete in which set has begun shall not be used in the work. Retempering of concrete will not be allowed.
- C. Subgrade: The subgrade shall be excavated to the required depth below the finished surface in accordance with the plans to the lines and grades established by the Engineer. All soft yielding material or other unsuitable material shall be removed and replaced with suitable material and the subgrade shall be compacted thoroughly and finished to a firm, smooth surface. No curb and gutter, driveways, driveway aprons, wheelchair ramps, sidewalks, or traffic islands shall be poured until the subgrade is approved by the Inspector.
- D. Forms: The forms shall be of metal and of the necessary dimensions to construct the combined curb and gutters specified in the plans. Wood forms may be used where conditions make the use of metal forms impractical. The use of wood forms must be approved by the Inspector. The forms shall be set true to the line and grade established by the Inspector and held rigidly in position, so as to prevent leakage of mortar and springing out of line when the concrete is placed in them. The forms shall be true in line, free from warping or bending. No concrete shall be placed until the forms and subgrades have been approved by the Inspector.
- E. Placing of Concrete: The subgrade shall be moistened and the concrete shall be placed in the forms and tamped sufficiently to bring the mortar to the surface, after which it shall be finished smooth and even by means of a wooden float.
- i. The curb and gutter shall be constructed in place in uniform sections ten (10) feet in length. The joints between sections shall be formed by steel templates one-sixth (1/6) inch in thickness and of the width and depth of the curb and gutter. The templates shall be left in place until the concrete has set sufficiently to hold its shape, but shall be removed while the forms are still in place.

- ii. Machine poured concrete curb and gutter will be scored at 15 feet intervals with expansion joints located at intervals no greater than 50 feet.
 - iii. Expansion joints shall be one-half (1/2) inch in width and shall be placed between all rigid objects at a distance of no more than fifty (50) feet apart and shall extend the full depth of the concrete with the top of the filler one-half (1/2) inch below the finished surface.
- F. Finishing: The edges of the curb and gutter shall be finished with an approved edging tool of one-half (1/2) inch radius. Joints shall be similarly finished immediately after the templates have been removed.
- G. Curing: Contractor may select method of curing provided that the method is approved by the Engineer and that the means and methods of curing conform to standards specified by current AASHTO or ASTM specifications.
- H. Removing Forms: Forms shall not be removed from freshly placed concrete until it has set for at least 12 hours. Forms shall be carefully removed in such a manner as to prevent damage to the edges of the concrete. Any honeycombed areas along the sides shall be filled promptly with mortar composed of one part cement and two parts of fine aggregate.
- I. Cold Weather and Night Concreting: Concreting shall be done when weather conditions are favorable unless otherwise directed by the Engineer. Concrete operations shall be discontinued when a temperature of 40° F is reached on a falling thermometer and may be continued when temperature reaches 35° F on a rising thermometer. No concreting shall be attempted when local weather bureau indicates temperature below freezing within the ensuing 24 hours unless proper precautions are made to protect the concrete by covering with straw or other thermal insulation satisfactory to the Engineer. The Contractor shall be responsible for the quality and strength of the concrete laid during cold weather and any concrete damaged by frost action or freezing shall be removed and replaced as directed by the Engineer at the Contractor's expense.
- i. The Contractor may be permitted by the Engineer to proceed with concrete operations during cold weather in temperatures of not less than 25° F at placing time provided that the Contractor furnishes an approved admixture and uses an amount per batch not to exceed two percent (2%) by weight of the total amount of cement, and further provided that he takes other precautions deemed necessary by the Engineer to prevent concrete from freezing during curing period.
 - ii. No more concrete shall be laid than can be properly finished and covered during daylight, unless adequate artificial light satisfactory to the Engineer is provided.
- J. Protection of Concrete: Immediately after the forms have been removed and all honeycombed areas repaired, the back of the curb shall be backfilled to prevent underwash. Traffic shall be excluded from crossing the concrete for a period of approximately fourteen (14) days, by erection and maintenance of suitable barricades, unless otherwise specified in the Contract Documents or by the Engineer. Contractor shall be responsible for any damage

resulting from traffic or vandalism until accepted by the Engineer, and he shall remove and replace any concrete damaged as directed by the Inspector.

PART 4 - CONSTRUCTION METHODS – FLOWABLE FILL, CURB & GUTTER, DRIVEWAYS, DRIVEWAY APRONS, WHEELCHAIR RAMPS, SIDEWALKS, AND TRAFFIC ISLANDS

- A. Areas of concrete to be removed shall be sawcut before removing. The sawcut shall provide a smooth, straight edge approximately two (2) inches deep before breaking away the adjacent concrete. There will be no direct payment for the work covered by this section.
- B. Concrete shall be constructed in accordance with Section 825, 846, and 848 of the NCDOT, January 2024, “Standard Specifications for Roads and Structures” and shall be given a “sidewalk finish,” except as otherwise noted herein.
- C. Brooming of the concrete surface shall be done transverse to the direction of traffic. Joint spacing shall not be less than 5 feet. Where existing sidewalks are being widened, transverse joints shall be located so as to line up with existing joints in the adjacent existing sidewalk. Grooved joints shall not be sealed.
- D. No backfill shall be placed adjacent to the curb & gutter, driveways, driveway aprons, wheelchair ramps, or sidewalks until at least 3 curing days have elapsed, as defined in Section 825-9 of the NCDOT, January 2024, “Standard Specifications for Roads and Structures.” However, all backfill shall be placed within 4 calendar days after the completion of this 3 curing day time period. Backfill shall be clean earthen material free of all debris and shall be compacted to a degree comparable to the adjacent undisturbed material or as directed by the inspector.
- E. Flowable Fill shall be installed in accordance with Section 340-2 of the NCDOT, January 2024, “Standard Specifications for Roads and Structures” at locations shown in the plans.

PART 5 - PAYMENT

- A. Basis of Payment: Compensation for cast in place concrete items shall be as follows or as indicated on the Itemized Proposal in the Contract Documents:
 - i. Payment for “Concrete Curb and Gutter” shall be paid at the unit price bid per linear foot for the type as indicated in the Itemized Proposal and in accordance with Town of Holly Springs Standard Detail HS310. The aggregate base course or asphalt concrete placed under the concrete curb and gutter shall be in accordance with Town of Holly Springs Standard Detail HS311 and shall be included in the unit price bid for curb and gutter. Unit price shall be full compensation for all labor, equipment and materials to furnish and install curb and gutter, and aggregate base course or asphalt concrete under the curb and gutter. Payment for this item shall not be made until work is complete, including backfilling and seeding & mulching, and has been inspected and accepted by the Inspector.
 - ii. Payment for “Brick Paver Sidewalk” shall be paid at the unit price bid per linear foot at the width and thickness designated in the Itemized Proposal and in accordance with

Town of Holly Springs Standard Detail HS320. Unit price shall be full compensation for all labor, equipment and materials to remove, furnish, and install brick paver sidewalk. Payment for this item shall not be made until work is complete, including backfilling and seeding & mulching, and has been inspected and accepted by the Inspector.

- iii. Payment for "Remove and Replace Concrete Sidewalk" shall be paid at the unit price bid per linear foot at the width and thickness designated in the Itemized Proposal and in accordance with Town of Holly Springs Standard Detail HS314. Unit price shall be full compensation for all labor, equipment and materials to remove, furnish, and install concrete sidewalk. Payment for this item shall not be made until work is complete, including backfilling and seeding & mulching, and has been inspected and accepted by the Inspector.
- iv. Payment for "Remove and Replace Curb Ramp" shall be paid at the unit price bid per each item as designated in the Itemized Proposal and in accordance with the details shown in the Appendix. Unit price shall be full compensation for all labor, equipment and materials to remove, furnish and install concrete wheelchair ramps, sawcut of existing curb, depressed curb and gutter, and aggregate base course or asphalt concrete under the depressed curb and gutter or wheelchair ramp necessary for the construction of the concrete wheelchair ramp. Pay limits for incidental curb and gutter and sidewalk identified in the details. Payment for this item shall not be made until work is complete, including backfilling and seeding & mulching, and has been inspected and accepted by the Inspector.

END OF SECTION 06000

SECTION 40000: SPECIAL CONSTRUCTION

The following items in Section 40000 are project specific and shall supercede any other conflicting portion of these contract documents.

Conform to the requirements of the pay items included in these Technical Specifications. All other pay items are included in the NCDOT Standard Specifications and must be conformed to as described in those specifications unless modified herein. In the event of a conflict between these technical specifications and the NCDOT Standard Specifications these Technical Specifications shall govern.

General

- A. The following items contained in Section 40000 are project-specific for the Downtown Area ADA Ramp Compliance Project and shall supersede any other conflicting portion of these Contract Documents.
- B. All quantities in this bid document are Engineer's Estimates only. Payments will be made based upon actual measurements as verified in the field.
- C. All improvements shall be constructed to facilitate positive drainage.
- D. There will be no fuel price adjustments.
- E. The Town reserves the right to add or delete curb ramps from the list at its discretion.
- F. Town of Holly Springs streets may not be used as a long-term staging area for equipment. Contractor equipment shall be parked or staged in accordance with Town of Holly Springs parking policies.
- G. **Cooperation Between Contractors:** The Contractor on this project shall cooperate with any and all Contractors or other entities performing construction working within or adjacent to the limits of this project to the extent that the work can be carried out to the best advantage of all concerned. This includes, but is not limited to, other Town of Holly Springs Contractors, Town of Holly Springs Public Works, North Carolina Department of Transportation, private developments, and private utilities.
- H. Mobilization (which includes demobilization) shall not exceed 5% of the project cost and shall be paid for as lump sum unit price in accordance with Section 800 of NCDOT Standard Specifications for Roads and Structures.
- I. The Contractor will be responsible for attending bi-weekly meetings during the project duration at which a report will be made as to the project status including any problems encountered. Contractor's representative shall be a project manager familiar with the daily progress and field conditions of the project. Contractor and subcontractors shall limit communications to those with the Inspector except as otherwise provided by these documents.
- J. Contractors must be licensed with the State of North Carolina as a General Contractor, plus any specialty work performed by the Contractor and/or subcontractor shall be performed by a Contractor licensed in the respective specialty area.
- K. Contractors must obtain a Town of Holly Springs Privilege License prior to contract award. An application can be obtained from the Town of Holly Springs.

- L. Where the contractor fails to respond in a timely manner to Town directives to complete certain repairs and/or work that, in the Town's opinion, cause a safety hazard or the potential for damages, the Town may have such work performed and deduct the costs plus 25% from the Contractor's pay request. This provision shall not, however, obligate the Town to undertake such work that is the responsibility of the Contractor.
- M. Contractor must meet all requirements of forthcoming NCDEQ, NCDOT and other required permits on this project. Permits are inserted into the Appendix prior to construction.
- N. Contractor shall agree to a reduction or an increase in the scope of work as requested by the Town of Holly Springs with no adjustment to unit cost.
- O. The itemized Bid Quantities are engineer's estimate and are used for the comparison of bids. The Town maintains the right to add or delete quantities at any time, without an adjustment to the unit price.
- P. There shall be no unit price adjustment for materials due to market variability.
- Q. All materials shall be in compliance with Town Standards and the most recent NCDOT Standard Specifications and approved products.

Prior to Construction

- A. The Contractor shall inspect all features within the construction limits including both public and private existing sidewalk, curb and gutter, landscaping, signs, pavement, pavement markings, light posts, utilities and other physical features, which according to the plans will remain in place, prior to construction. The Contractor shall document with the Engineer, in writing and recorded on video tape supplemented with appropriate photographs, prior to beginning any construction, the full project limits. The Inspector shall be present during the videotaping. Any damage resulting to existing features from the work of this contract shall be promptly repaired by the Contractor at no additional cost to the Town, in a manner approved by the Engineer.
- B. The Contractor shall notify, in writing, businesses, residents and property owners adjacent to proposed construction of impending work at least one (1) week in advance of beginning construction in the vicinity of their property by providing door hangers. Construction limits shall be staked prior to the door hanger notice. This will permit property owners to remove any vegetation from the construction area that they wish to preserve. The Contractor shall provide a letter to the Town for that purpose for review. The Contractor shall provide written verification of the property owners and their addresses along with date of notification and provide this list to the Town.
- C. The Contractor shall be responsible for any tree removal and tree trimming, but shall inform the Town Inspector and receive approval before beginning with work.
- D. The Contractor shall be responsible for any vehicle removal and/or towing, including cars, trucks, trailers, RVs, etc.).
- E. Contractor shall provide notification and temporary signs 2 weeks in advance of beginning construction to give businesses, residents and property owners the time to remove their vehicles that would otherwise block the area where construction would take place.

Site

- A. All additional necessary grading work shall be included in the scope of work.
- B. The Contractor shall accept actual conditions at the site and perform the work specified without additional compensation for possible variation from grades and conditions shown, whether surface or subsurface, except as provided for by the contract documents.
- C. At the end of each working day and during periods of construction inactivity, equipment shall be parked and/or stored a minimum of 30 feet from the edge of any travel lane unless deflective barriers are employed in accordance with MUTCD standards. All sight distances shall be kept clear and free of equipment and materials at all times.
- D. The Contractor shall be responsible for removing and replacing existing street signs, utility services such as c/o's and water meters, and other related or similar existing items. All items shall be replaced in a location as shown on the plans or as directed by the Inspector. Unless noted in the project bid estimate, no direct payment shall be made for such relocations.
- E. Contractor shall be required to re-establish and re-set any existing property corner markers or local survey monuments which are disturbed by construction. Written documentation that such corners were re-established in a proper manner must be provided by a PLS.
- F. The Contractor shall construct all improvements so as to create and/or maintain positive drainage at all times.
- G. Incidental Stone quantities must be approved, prior to installation, by the Inspector/Engineer in order for payment to be approved. In addition, tickets for incidental stone shall be provided to the Inspector on the day of placement to be eligible for payment.
- H. The Contractor shall comply with all requirements listed in the North Carolina Division of Environmental Management Stormwater Discharge NPDES Permit NCG010000, including the following conditions listed below. Contractor shall abide by the approved Sedimentation and Erosion Control Plan for this project and keep a signed copy of the letter of approval of the plan on-site at all times.
- I. There shall be no discharge of any sanitary wastewater from this construction activity except under the provisions of another NPDES permit specifically issued therefore.
- J. There shall be no chemicals added to the discharge.
- K. All wastes composed of building and construction materials will be disposed of in accordance with N. C. statutes and rules governing solid waste disposal.
- L. Maintenance activities for vehicles and heavy equipment shall be performed so as to not result in contamination of the surface or ground waters.
- M. If contaminated soil is encountered during construction, the material shall be handled in a manner acceptable to NCDEQ. The Contractor shall be responsible for obtaining any permits necessary.
- N. Accessibility to existing mail boxes shall be maintained at all times during construction through means of temporary relocation. When temporarily removing and replacing mailboxes, the contractor shall remove the mailbox and post without damaging. The contractor shall photograph all mail boxes before removal to ensure that the replaced mailbox is of equal or greater condition than before. Contractor shall be responsible for final placement of mail boxes in a condition equal

to or better than that which is existing and method of installation to be equal to the pre-construction method of installation. Inspector to approve all mailbox removal and replacement.

- O. The Contractor shall restore any grass, landscaping, driveways, and/or other features that are located on public or private property and that is damaged or disturbed as a result of construction with "in-kind" material, and to the satisfaction of the Inspector.
- P. Pavement repairs shall be made as needed. Temporarily backfilling is discouraged but if it becomes necessary to establish access, it shall be accomplished using ABC or select backfill material approved by the engineer. The temporary backfill shall be removed as soon as possible and the proper backfill and pavement repair performed. No additional compensation will be made for temporary backfill.
- Q. Select backfill shall be suitable material as specified by the Town's Inspector.
- R. A geotechnical report has not been completed along the current project alignments. Any material that is not contaminated and not necessary for fill, shall be removed from the site.

Asphalt Pavement

- A. Areas on this project may require removal and replacement of existing pavement in order to maintain positive drainage. These areas, if not shown in the plans, must be identified by the Contractor and approved by the Engineer prior to removal.
- B. Cut the existing pavement to a neat vertical joint and uniform line; removing and disposing of pavement, base and subgrade material as approved or directed; coating the area to be repaired with a tack coat; furnishing, placing and compacting asphalt plant mix; replacing of the removed material with asphalt plant mix.
- C. The type of asphalt plant mix used shall be Asphalt Concrete Surface Course, Type S9.5B or a mix type approved by the Engineer. Approved asphalt plant mix for pavement repair in accordance with NCDOT Standards and Specifications.
- D. Remove and Replace Asphalt Pavement will be measured and paid for as the actual number of square yards of asphalt plant mix, complete in place, that has been used to make completed and accepted repairs. This price and payment will be full compensation for all labor, equipment, materials, and incidentals necessary to complete the work including but not limited to removal and disposal of all types of pavements; furnishing and applying tack coat; furnishing, placing, and compacting of asphalt plant mix; furnishing of asphalt binder for the asphalt plant mix, furnishing scales. If pavement replaced included any pavement marking prior to removal, this shall be replaced "in kind" inclusive to the cost of asphalt pavement replacement.
- E. Contractor shall take precautions to avoid damage to existing pavement outside of the approved areas during replacement of proposed ramps. Whenever pavement or other physical features outside of the limits but in proximity to project becomes damaged, unless evidence is presented by the Contractor to the contrary, Contractor is assumed responsible for such damages. The Contractor shall be responsible for the repair of such to a state acceptable by the Engineer at no additional cost to the Owner.

Truncated Domes

- A. Construct detectable warnings consisting of integrated raised truncated domes on curb ramps in accordance with the TOHS details, 2024 NCDOT Standard Specifications, and the requirements of the ADA Standards for Accessible Design.
- B. Material, color, and coating specifications must be stated in the submitted Manufacturers Type 3 Certification. Prior to installation, the Contractor shall submit to the Engineer assembling instructions from the manufacturer for the selected detectable warning system. The truncated dome detectable warning system shall be capable of being affixed to or anchored in the concrete curb ramp. The system shall be solvent free and contain no volatile organic compounds (VOC). The system shall be resistant to deterioration due to exposure to sunlight, water, salt, or adverse weather conditions and impervious to degradation by motor fuels, lubricants and antifreeze.
- C. Install all truncated dome detectable warnings in accordance with the manufacturer's recommendations.

Utility Work

- D. Any underground encounter or unusual circumstance that occurs during construction should also be documented by the Contractor with photographs and field measurements along with prompt notification to the Engineer.
- E. If, at any time during construction, it becomes necessary to operate utility valves, the Town of Holly Springs Department of Public Works and the Town Inspector must be contacted prior to operation.
- F. Conflict avoidance, utility construction and/or relocation by others will take place on the project site either prior to or during the Contractor's activity. After project availability date, the Contractor shall coordinate any utility relocation by others in order to avoid any delay in construction progression. Damage to utilities and their accompanying facilities by the Contractor shall be reported immediately to the respective utility owner(s) and the Inspector and arrangements made to repair at the expense of the Contractor.
- G. The Contractor shall limit any interruption of water service to less than 2-hours. The Inspector as well as the residents affected by the interruption of water service shall be notified by the Contractor in writing at least 2 days prior to the interruption. Contractor shall provide written notice to Inspector for approval in advance of delivery. In addition, if any water or sewer services or active lines are accidentally disrupted or accidentally damaged, the Inspector must be contacted immediately. Contractor will be responsible for repair and any separations to property owners resulting from such damages.
- H. No interruption of wastewater flow in the main line or lateral service lines shall be permitted at any time. The Contractor shall take all necessary precautions and actions to prevent overflow and spillage of wastewater, including temporary bypass piping and pumping. Relocation of lateral and service lines shall be performed as needed with no interruption of wastewater flow. Fines, clean up costs, etc. for any wastewater spills or backups will be the responsibility of the Contractor.
- I. Pits and/or trenches excavated for construction shall be backfilled if practical by the end of the day. If this is impractical, the Contractor shall cover the opening with plate steel, secure the area with minimum 6' fencing to deter access by the public, or install jersey barricades plus traffic control as

necessary in accordance with the NCDOT, January 2024, "Roadway Standard Drawings". No separate payment will be made for this work.

- J. The Contractor shall exercise due care to prevent damage to fiber optic cables, signal cables, or associated infrastructure, with particular attention to the Ballentine St and Main St intersection traffic signal. The Contractor must notify the Town within 1 hour of any damage. Repairs must be completed within 24 hours of damage occurrence, at the Contractor's expense.
- K. If utility separation conflicts occur during construction, the Contractor shall coordinate acceptable adjustments or special treatments with the Engineer and the Town prior to proceeding with work.
- L. It is the responsibility of the contractor to determine the exact location of, and to avoid, all existing utilities and/or facilities within the project limits.
- M. If applicable, the Contractor shall coordinate with any utility company for any necessary utility relocation.
- N. During water valve and manhole adjustments, the Contractor shall cone off work area properly to provide a safe work zone.
- O. No manholes or water valve boxes shall be raised and left for a period of time greater than fourteen (14) days before the street is resurfaced. Should this period of time be exceeded, all work shall be stopped until the replacement has been completed. Immediately after utility adjustments take place the sides of the utility shall be painted bright orange for visibility and if directed by the Engineer 36" (minimum) reflective orange traffic cones or other devices shall also be added for visibility. There will be no separate compensation for this work.
- P. Cast iron risers will not be allowed for adjustment of manholes and water valve boxes.
- Q. If any existing broken manholes or water valve boxes are discovered, the Contractor shall furnish new manhole rings and covers or new water valve boxes for replacement of the broken ones by the Contractor. Replacements will be the same as stocked by the Town of Holly Springs or approved as acceptable alternate by the Engineer.
- R. Adjustment of fire hydrants, if needed, shall include both horizontal and vertical adjustment to leave existing fire hydrants positioned in accordance with Town of Holly Springs Standard Details HS31 and HS32, or as otherwise noted.
- S. Payment for utility adjustments items shall be at the respective contract unit prices for "Adjust Drop Inlet," "Adjust Manholes", and "Adjust Meter or Valve Box" as indicated in the Itemized Proposal and shall be full compensation for all labor, equipment, materials, and incidentals necessary to complete the work. If no items are included for utility adjustments in the Itemized Proposal, all utility adjustments must be completed, and no direct payment shall be made. There shall be no separate compensation for the adjustment of newly constructed manholes, water valves, and drop inlets that are installed as a part of this Contract. Payment for replacement of broken valve boxes and manhole ring and covers shall be paid at the per unit cost as stated in contract. This will be full

compensation for removal and replacement. There shall be no separate compensation for the adjustment of newly constructed manholes and water valves.

Inspection/Testing

- A. The Contractor shall provide access to all construction materials and allow time for the inspection/testing of areas, as needed, by a qualified testing firm and/or the Inspector. It will be the responsibility of the Contractor to keep the Engineer informed of proposed work plan and to submit written reports of work accomplished on a frequency to be determined by the Engineer.
- B. The Contractor shall furnish the applicable certifications and documentation for all materials. Material which is not properly certified will not be accepted.
- C. All ramp locations shall be approved by Town Inspector prior to installation. Ramp compliance to be confirmed by the Town Inspector prior to payment.

Landscape

- A. The Contractor shall confine all clearing, grading, and construction to within the Right of Way. Contractor shall not disturb existing plantings and other landscape features beyond the area described above. Any damage to landscaping within these protected areas shall be repaired by the Contractor at no additional charge. The Town, at its discretion, may require the Contractor to secure the opinion of a professional arborist to direct such repairs.

Traffic Control/Site Access

- A. All existing driveways, roadways, accesses, etc. shall be maintained and shall be fully accessible at all times. Construction shall not be allowed to interfere with business and/or residential operations. Driveway access suitable for navigation by passenger vehicles must be well established at the end of each workday or whenever construction activity ceases in front of the driveway. In the event a driveway must be temporarily closed for any period of time, the Contractor shall obtain permission first from the Inspector, shall then notify the Town and the property owner/resident affected in writing a minimum of 48 hours in advance to make arrangements for their respective access to the site. Temporary driveways, if necessary, must be provided. There will be no separate payment for this work. Written notice must be approved by the Town prior to being provided to the property owner.
- B. Hours of work permitted for certain activities may be restricted in order to ensure needed access to properties. See General Information Scope of Work for typical lane closure restriction times. Contractor will make all efforts not to hinder the access and mobility of emergency vehicles.
- C. Contractor shall be responsible for all traffic control devices and signage per MUTCD and North Carolina Supplement to the MUTCD. Construction warning signs at the approach of each street as well as all side streets do not have to be necessarily stationary.

- D. Contractor shall place stationary traffic control signs (Advance Warning Signs) at the beginning, end, and at all Y-lines on the project, per MUTCD. All traffic control – stationary and portable – shall be covered under the bid item “Temporary Traffic Control” and shall include all equipment, personnel, and related work to insure conformance with MUTCD and NCDOT standards.
- E. For any detour, lane closure, or lane narrowing in the downtown area, the Contractor shall prepare a traffic control plan (Schematic or written form would be sufficient) and have the Town Inspector review and approve it at least one week before implementation.

END SECTION 40000