

TOWN OF ROLESVILLE

Granite Acres Greenway & Footbridge Connection

Ad: July 25, 2024

Pre-bid: August 8, 2024, at 11AM

Bid Opening: August 22, 2024, at 2PM

INSTRUCTIONS TO BIDDERS

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

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

1. **INTERPRETATIONS** -All questions about the meaning or intent of the Contract Documents shall be submitted to TOWN OF ROLESVILLE in writing by prospective Bidders who have obtained Contract Documents from the Town. Interpretations or clarifications considered necessary by Town/Engineer in response to such questions will be issued by Addenda delivered to parties recorded by Town as having received the Bidding Documents. Questions received less than five (5) working days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Each bidder shall ascertain prior to submitting his Bid that he has received all Addenda issued, and he shall acknowledge their receipt with his Bid.
2. The bid form furnished by TOWN OF ROLESVILLE with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID FORM FROM THE PROPOSAL!**
3. All entries on the bid form, including signatures, shall be written in ink. Computer bid preparation in accordance with Section 102-8 (B) will not be allowed.
4. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. *****Unit prices must be limited to TWO decimal places.*****
5. An amount bid shall be entered on the bid form for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item and shall be written in figures in the "Amount Bid" column of the form.
6. The total amount bid shall be written in figures in the proper place on the bid form. The total amount shall be determined by adding the amounts bid for each item.
7. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use "White Out" or similar product to make corrections.
8. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.

- b. Name of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number
 - e. Contractor's License Number (if available)
9. Bids submitted by corporations shall bear the seal of the corporation.
10. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
11. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
12. **THE PROPOSAL WITH THE BID FORM STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE (TOWN OF ROLESVILLE), BY (2:00 P.M.) ON, (AUGUST 22, 2024).**
13. The sealed bid must display the following statement on the front of the sealed envelope:
“QUOTATION FOR “GRANITE ACRES GREENWAY & FOOTBRIDGE CONNECTION” TO BE OPENED AT 2:00 P.M. ON AUGUST 22, 2024.”
14. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

TOWN OF ROLESVILLE
Attn: Mr. June Greene
Parks and Recreation Director
502 Southtown Circle
Rolesville, NC 27571

ADVERTISEMENT FOR PROPOSALS

Granite Acres Greenway & Footbridge Connection

TOWN OF ROLESVILLE, NC

Sealed proposals will be received by the Town of Rolesville, NC, in the Conference Room of the Town Hall, located at 502 Southtown Circle, Rolesville, NC 27571, until **2:00 P.M., August 22, 2024**, for the above listed contract as shown in the plans and described in the Special Conditions.

Each proposal must be made on the blank forms provided in the bound copies of "CONTRACT AND SPECIFICATIONS" and must be enclosed in a sealed envelope and addressed to Town of Rolesville, Parks and Recreation Director, attention Mr. June Greene, 502 Southtown Circle, Rolesville, NC. The name, address and license number of the bidder must be plainly written on the outside of the envelope, and the envelope marked plainly with the contract name and number.

No proposal shall be considered or accepted by the Town Council unless at the time of its filing the same shall be accompanied by a deposit with the Town of Rolesville of a certified check on some bank or trust company insured by the Federal Deposit Insurance Corporation, in an amount equal to not less than five per cent (5%) of the proposal. In lieu of making the deposit as above provided, such bidder may file a bid bond executed by a corporate surety licensed under the laws of North Carolina to execute such bonds; conditioned that the surety will upon demand forthwith make payment to the Town of Rolesville upon said bond if the bidder fails to execute the contract in accordance with the bid bond. This deposit shall be retained if the successful bidder fails to execute the contract within ten days after award or fails to give satisfactory surety as required herein.

The Town reserves the right to waive any informality or to reject any or all bids or to award such contract as in its judgment is deemed to the best interest of the Town.

"Complete digital bidding documents are available at <http://withersravenel.com/bid/> or www.questcdn.com. You may download the digital documents for \$30.00 by inputting Quest project #9219529 on the website's search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in membership registration, downloading, and working with this digital project information."

A pre-bid meeting will be held at **11:00 A.M., Thursday, August 8, 2024**, in the Town's Municipal Office Building Conf. Room at 502 Southtown Circle, Rolesville, NC 27571. Town and Consultant personnel will be available to answer any questions.

INSTRUCTIONS TO BIDDERS

1. DOCUMENTS AND TERMINOLOGY.

1.1 Reference documents used in these Instructions to Bidders are defined in the EJCDC® C-700 2018 Edition, Supplementary Conditions and OWNER's Contract Conditions, if any, and have the meanings assigned to them in the General Conditions and Supplementary Conditions.

2. EXAMINATION OF CONTRACT DOCUMENTS AND SITE.

2.1 Before submitting the Bid, each Bidder must:

- (a) examine the Bidding Documents thoroughly,
- (b) visit the Site to familiarize himself with local conditions that may in any manner affect performance of the Work.
- (c) familiarize himself with federal, state and local Laws and Regulations affecting performance of the Work; and
- (d) carefully correlate his observations with the requirements of the Contract Documents.

2.2 Reference is made to the Bidding Documents, including the Supplementary Conditions, for the identification of those surveys and investigation reports of subsurface or latent physical conditions and a Hazardous Environmental Condition (if any) at the Site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawing and Specifications. OWNER will make copies of such surveys and reports available to any Bidder requesting them at cost. Before submitting the Bid each Bidder will, at his own expense, make such additional surveys and investigations as he may deem necessary to determine his Bid price for performance of the Work within the terms of the proposed Contract Documents.

2.3 The submission of a Bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with every requirement of the Bidding Documents including this Article 3.

3. PRE-BID MEETING.

3.1 The pre-bid meeting will address project specific questions and bidding procedures. When attendance at the pre-bid meeting is mandatory as required by the Advertisement for Proposals, Bids will not be accepted from Bidders who did not attend the pre-bid meeting.

4. INTERPRETATIONS AND ADDENDA.

4.1 All questions about the meaning or intent of the Bidding Documents shall be submitted to the OWNER in writing by prospective Bidders. Replies, where required, will be issued by Addendum mailed, emailed or delivered to all entities recorded by ENGINEER as having received the Bidding Documents. Only questions answered by formal written Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Each Bidder shall ascertain prior to submitting his Bid that he has received all Addenda issued and shall acknowledge such receipt in writing on the Proposal Form.

4.2 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by the ENGINEER. Addenda will be made available by email/fax. Addenda will be sent approximately seven calendar days but not less than 48 hours prior to the bid date. All questions or requests for clarifications must be submitted in writing not later than 5:00 PM, E.S.T., seven calendar days prior to the original bid date. Questions received less than seven days prior to the date for opening of Bids will not be answered. Questions shall be directed to:

Ted Kallam
tkallam@WithersRavenel.com
WithersRavenel
424 Gallimore Dairy Road, Suite C
Greensboro, North Carolina 27409
phone: 336.809.2059

4.3 No Addenda will be issued within 48 hours of the date and time of bid opening. It shall be the Bidder's sole responsibility to make inquiry as to the Addenda issued.

5. BID SECURITY.

5.1 The required bid security must be in the form of a certified check made payable to the OWNER or a bid bond issued by a surety licensed to conduct business in North Carolina as required by Article 5 of the General Conditions. A certified check or bid bond payable to the Town of Rolesville, NC in an amount of not less than five percent of the total aggregate amount of the bid or bids shall be included. The bid security of the Successful Bidder will be retained until he has executed the Agreement and furnished the required Contract security, at which time, the bid security will be returned or destroyed. If he fails to execute and deliver the Agreement and furnish the required Contract security within fourteen calendar days of receipt of the Notice of Award, OWNER may annul the Notice of Award and the bid security of that Bidder will be forfeited. All bid securities not forfeited will be destroyed or returned after executed contracts are received.

6. CONTRACT EXECUTION, CONTRACT TIME AND LIQUIDATED DAMAGES.

6.1 The Contract Times are set forth in the proposed Contract Documents. Provisions for liquidated damages (if any) are set forth in the proposed Contract Documents. The Agreement and such other Contract Documents will be executed and delivered by the CONTRACTOR to the OWNER within fourteen calendar days of the Successful Bidder's receipt of the Notice of Award and the proposed Contract Documents for execution. According to N.C.G.S. 143-129, the CONTRACTOR shall forfeit his bid security if the Contract Documents are not returned executed and accompanied by the required Contract security within the number of days indicated. Within thirty days of receipt of acceptable, executed Contract Documents, the OWNER will execute and deliver two executed Contracts to the CONTRACTOR.

7. SUBCONTRACTORS OR SUPPLIERS.

7.1 If the Contract Documents require the identity of certain Subcontractors, Suppliers, or other persons and organizations to be submitted to OWNER in advance of the award of the Contract, the apparent low Bidder, and any other Bidder so requested by OWNER, will within seven days after the day of the Bid opening submit to the OWNER a list of all Subcontractors and other persons and organizations (including proposed Suppliers of the principal items of material and equipment) proposed for those portions of the Work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each Subcontractor, Supplier of major equipment items, and other person and organization if requested by OWNER. If OWNER, after due investigation has reasonable objection to any proposed Subcontractor or Supplier, other person or organization, OWNER may before awarding the Contract and issuing the Notice of Award, request the apparent low Bidder to submit an acceptable substitute without an increase in his Bid price. If the apparent low Bidder declines to make any such substitution, the apparent low Bidder will not thereby sacrifice his bid security. Any proposed Subcontractor or Supplier, other person or organization so listed and to whom OWNER does not make written objection prior to the awarding the Contract and issuing of the Notice of Award will be deemed acceptable to OWNER. The OWNER reserves the right to reject the Bid and return the bid security.

8. SUBSTITUTE AND "OR-EQUAL" ITEMS.

8.1 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitute or "or-equal" materials and equipment approved by ENGINEER and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or "or-equal" item. No item of material or equipment will be considered by ENGINEER as a substitute or "or-equal"

unless written request for approval has been submitted by Bidder and has been received by ENGINEER not less than 15 days prior to the Bid date.

8.2 All prices that Bidder sets forth in its Bid shall be based on the presumption that the CONTRACTOR will furnish the materials and equipment specified or described in the Bidding Documents. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk. Such requests will not be considered by ENGINEER until after the Effective Date of the Agreement.

9. DIRECTING PROPOSALS.

9.1 Each Proposal must be made on the blank forms provided in the Project Manual, and the same must be enclosed in a sealed envelope and addressed as directed in the Advertisement for Proposals. On the outside of the envelope shall be plainly marked the name, address and NC license number of the Bidder and shall state “Bid Enclosed”. Bidder shall indicate the Contract name. Complete Proposals that are not bound in the Project Manual will be accepted. Bids shall be submitted at the time and place indicated in the Advertisement for Proposals.

10. PROPOSAL.

10.1 The Proposal or Bid form is included in the Bidding Requirements.

10.2 Proposals must be completed in ink. The Town of Rolesville will not accept improperly completed Bids. The Bidder shall complete each line item of the Bid including dollars and cents for the unit price and the extension. A zero-line item bid or a blank line item will be considered non-responsive and the Bid may be rejected by the OWNER.

10.3 The Bid shall contain an acknowledgment of receipt of Addenda.

10.4 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

10.5 Bids by partnerships must be executed in the partnership name and signed by a partner, his title must appear under his signature and the official address of the partnership and names of all partners must be typed or printed below the signature.

10.6 Bids by Individual or sole proprietorships. A Bid by an individual or sole proprietorship shall show the Bidder’s name and official address.

10.7 Bids by limited liability companies shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

10.8 Bids by joint ventures shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

11. SUBMISSION OF BIDS.

11.1 Bids shall be directed as indicated in Article 10. Bids shall be accompanied by the following documents.

11.2 Documents to be submitted with Bid:

- (a) Proposal.
- (b) Bid security.

12. MODIFICATION AND WITHDRAWAL OF BIDS.

12.1 Bids may be withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. If a Bidder desires to modify its already submitted Bid, the Bid must be withdrawn as described in this paragraph and resubmitted after modifications are made by the Bidder.

12.2 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with OWNER requesting withdrawal of its Bid and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

13. OPENING OF BIDS.

13.1 Bids will be opened at the time and location as indicated in the Advertisement For Proposals.

14. BIDS TO REMAIN OPEN.

14.1 All Bids shall remain valid for 60 days after the bid opening date, but OWNER may, in his sole discretion, release any Bid and return the bid security prior to the expiration of the Bid validity date.

15. AWARD OF CONTRACT.

15.1 OWNER reserves the right to reject any and all Bids and waive any and all informalities, and the right to disregard all non-conforming or conditional Bids.

15.2 If the Contract is to be awarded, it will be awarded to the responsible Bidder that submitted the lowest responsive Bid, whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of the Project.

15.3 Simultaneously with delivery to OWNER of the executed counterparts of the Agreement and other Contract Documents, the Successful Bidder shall deliver to OWNER the required contract security on the forms included in the proposed Contract Documents. Such bonds shall be accompanied by the surety's executed power-of-attorney.

ALLOWABLE CHANGES TO THE NCDOT 2018 STANDARD SPECIFICATIONS:

1. *Article 102-1 Invitation to Bid, page 1-9, delete this section in its entirety.*
2. *Subarticle 102-8(B) Electronic Bids, page 1-15, delete this section in its entirety.*
3. *Subarticle 102-9(C)2 Electronic Bids, page 1-17, delete this section in its entirety.*
4. *Article 102-10 Bid Bond or Bid Deposit, page 1-17, line 38, "60" days shall be modified to "___" days.*
5. *Subarticle 102-10 Bid Bond or Bid Deposit, page 1-18, delete lines 16-27.*
6. *Subarticle 102-11 Delivery of Bids, pages 1-18-19, delete lines 31-32.*
7. *Subarticle 102-12(A) Paper Bid, page 1-18, line 37, the reference to "Contract Officer" shall be changed to "_".*
8. *Subarticle 102-12(B) Electronic Bid, pages 1-18 and 19, delete this section in its entirety.*
9. *Subarticle 102-13(B)2 Electronic Bids, page 1-19, delete this section in its entirety.*
10. *Subarticle 103-2(B) Electronic Bids, page 1-22, delete this section in its entirety. Subarticle 103-3(A) Criteria for Withdrawal of Bid, page 1-22, modify the reference "G.S.136-28.1" to "G.S.143-129.1". On page 1-23, in that same subarticle under (5), line 11, modify "State Contract Officer" to "Project Manager".*
11. *Article 103-7 Contract Bonds, page 1-30, line 5, modify "14" calendar days to "10" calendar days per G.S.143-129.*
12. *Article 103-9, Failure to Furnish Contract Bonds, page 1-30, line 15, modify "14" calendar days to "10" calendar days per G.S.143-129.*
13. *Article 105-9 Construction Stakes, Lines and Grades, page 1-48, delete this section in its entirety and substitute the following: "The Municipality will not set the stakes, lines or grades for this project."*
14. *Article 108-2, Progress Schedule, page 1-68, add the following requirement as*

subarticle

(D) on page 1-69: “The municipality may add additional requirements as noted in the bid proposal”.

15. *Article 108-3, Preconstruction Conference, page 1-69, line 20*, change “Division Engineer” to “Construction Supervisor”.
16. *Article 108-4, Construction Conferences, page 1-69, line 28*, change “Resident Engineer” to “Construction Supervisor”.
17. *Article 109-8, Fuel Price Adjustments, page 1-87*, delete this article in its entirety and substitute the following: “Fuel Price Adjustments will not apply to this project.”
18. *Article-620-4, Measurement and Payment, page 6-33*, delete lines 38 through line 20 on page 6-34 and substitute the following: “Asphalt Price Adjustments will not apply to this project.”

PROJECT SPECIAL PROVISIONS GENERAL

This contract is for the construction of approximately 270 LF of greenway; to be inclusive of 30 TN of asphalt, 110 TN of Aggregate Base Course, 50 LF of wooden footbridge, in Wake County North Carolina. The work shall include, but is not limited to, grading, greenway, footbridge, erosion control, and traffic control. All work includes labor, equipment, materials, supervision, and equipment to complete the project.

The quantities shown in the itemized proposal for the project are approximate only and are given as the basis for comparison of bids. The Town of Rolesville may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient. An increase or decrease in the quantity of any item will not be regarded as sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for in the contract.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the *North Carolina Department of Transportation Standard Specifications for Roads and Structures*, the *North Carolina Department of Transportation Roadway Standards Drawings*, and the current edition of the *Manual of Uniform Traffic Control Devices* (MUTCD). These manuals may be found on the internet at:

<https://connect.ncdot.gov/resources/Specifications/StandSpecLibrary/2018%20Standard%20Specifications%20for%20Roads%20and%20Structures.pdf>

<https://connect.ncdot.gov/resources/Specifications/Pages/2018-Roadway-Standard-Drawings.aspx>

<http://mutcd.fhwa.dot.gov/>

BARRICADES, DANGER, WARNING, AND DETOUR SIGNS:

[TOWN OF ROLESVILLE Special Provision: 5/4/23]

The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient red light, danger signals and signs, provide a sufficient number of watchmen and take all necessary precautions for the protection of the work and safety of the public.

Roadways closed to traffic shall be protected by effective barricades, on which shall be placed acceptable warning signs.

All traffic control devices (including variable message signs), detour signing, or flagging of traffic shall be inclusive of the Traffic Control bid item within this contract.

CERTIFIED CHECKS OR BID BONDS:

[TOWN OF ROLESVILLE Special Provision: 5/4/23]

Each proposal must be accompanied by a certified check or bid bond payable to the Town of Rolesville, in an amount of not less than five (5%) percent of the total aggregate amount of the bid or bids, as a guarantee that the contract will be entered into if awarded to the Bidder and that the bonds required shall be in accordance with N.C.G.S 143-129(c) and as stated herein will be executed.

TOWN MANAGER TO BE REFEREE:

[TOWN OF ROLESVILLE Special Provision: 5/4/23]

To prevent disputes and litigation, the Town Manager shall, in all cases, determine the amount, quality, and acceptability of the work and materials which are to be paid for under the Contract; shall determine all questions related to said work and supplies, and the performance thereof; and shall in all cases decide every question which may arise relative to the fulfillment of the Contract on the part of the Contractor. The Town Manager decision shall be final and conclusive and, in case any question touching the Contract shall arise between the parties, such estimate and decision shall be a condition precedent to the right of the Contractor to receive any monies under the Contract.

PUBLIC CONVENIENCE AND SAFETY:

[TOWN OF ROLESVILLE Special Provision: 5/4/23]

The Contractor at all times shall conduct the work in such a manner as to insure the least obstruction practicable. The convenience of the general public and of the residents along and adjacent to the work shall be provided for in an adequate and satisfactory manner. Fire hydrants on or adjacent to the work shall be kept accessible to fire apparatus at all times, and no material or obstruction shall be placed within fifteen (15) feet of any such hydrant. Footways and portions of highways adjoining the work under construction shall not be obstructed more than is absolutely necessary. All gutters and sewer inlets shall be kept unobstructed at all times. Work closed down for the winter and at all other times shall be left entirely accessible at all points to fire apparatus.

TESTS OF SAMPLES OF MATERIALS:

[TOWN OF ROLESVILLE Special Provision: 5/4/23]

All tests of materials shall be made by a recognized and approved testing Laboratory designated by the Consultant Engineering Inspections (CEI) representative. The expense of such tests shall be borne by the Contractor. The Contractor shall coordinate with the Town or its assigned designee to provide access to and make available all materials necessary to be tested, as may be designated by the Engineer, in the presence of the Engineer, unless otherwise provided in the "Special Provisions." The Engineer may also require field test or tests on materials at the place of

manufacture, by representatives of the Testing Laboratory which shall also be at the Contractor's expense.

Note: The samples are to be transported by Construction Inspections personnel to the testing facility.

CHARGES FOR PLANS AND SPECIFICATIONS:

[TOWN OF ROLESVILLE Special Provision: 5/4/23]

“Complete digital bidding documents are available at <http://withersravenel.com/bid/> or www.questcdn.com. You may download the digital documents for \$30.00 by inputting Quest project #9219529 on the website's search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in membership registration, downloading, and working with this digital project information.”

INDEMNIFICATION:

[TOWN OF ROLESVILLE Special Provision: 5/4/23]

The Contractor shall indemnify and save harmless the Town and from all suits, actions, and damages or costs of every name and description to which the Town may be subjected or put to by reason of injury to persons or property resulting from negligence or carelessness on the part of the Contractor, his employees or agents, in the delivery of materials and supplies, equipment and apparatus, and installation thereof, or by or on account of any act or omission of the Contractor, his employees or agents; and the whole, or so much of the monies due or to become due the Contractor under the Contract as may be considered necessary by the Engineer, shall be retained by the Town until such suits or claims for damages shall have been settled or otherwise disposed of, and satisfactory evidence to that effect furnished to the Engineer. Other protections to the Town by the Contractor shall be as set forth under the “Advertisement for Proposals”, “Instruction to Bidders”, and “Project Special Provisions”.

SALES TAX RECORDS:

[TOWN OF ROLESVILLE Special Provision: 5/4/23]

For all materials incorporated into the work under this contract, the Contractor will furnish the Town an itemized list showing invoice number, date, the person or firm the invoice is from, the cost of materials, the amount of NC State Sales and Use tax and the amount of local Option Sales and Use tax and identify the County where the purchase was made and submit this list each month.

for the materials used during the preceding month. The Contractor will certify that the amount of sales tax shown has been remitted to the NC Department of Revenue.

CONSTRUCTION STAKING:

[TOWN OF ROLESVILLE Special Provision: 5/4/23]

The Engineer will provide data related to lines and grades for the work as he deems necessary and will furnish the Contractor with all necessary information relating to control points for lines and grades. These stakes shall constitute the field control by and in accordance with which the Contractor shall establish the necessary controls and perform the work. The Contractor shall be held responsible for the preservation of all construction stakes.

Note: The Contractor is to provide construction staking for the project.

CUSTOMER SERVICE ISSUES:

[TOWN OF ROLESVILLE Special Provision: 5/4/23]

The Contractor shall respond to all persons registering construction-related concerns or complaints within 24 hours of receipt and resolve the concern within a reasonable timeframe. This response time is consistent with the Town of ROLESVILLE's Customer Service Objectives. The contractor shall be responsible for tracking all customer service issues including all property damage claims and will update the Construction Inspections Supervisor by the first day of each month. The tracking system will be consistent with Town of ROLESVILLE procedures.

This item includes, but is not limited to: drainage issues, backfill materials, clean-up, flooding, erosion control devices, seeding and mulching, and all administrative costs associated with the tracking process.

There is no direct payment for "Customer Service Issues" as such work is considered incidental to the contract. The timely resolution of Customer Service Issues and the maintenance and monthly submittal of the "CONTRACTOR COMPLAINT LOG and TRACKING SHEET" shall be considered equivalent to damage and injury as described in section 107-11. The Town will review the Contractor's compliance with this special provision to determine their eligibility to bid on future contracts.

CONTRACTOR STAGING AREAS:

[TOWN OF ROLESVILLE Special Provision: 5/4/23]

The Contractor is responsible to select an appropriate site as a staging area for storage of materials and equipment during construction. This site will become the responsibility of the Contractor to:

- Obtain required permits from the appropriate agencies.
- Provide documentation that he will be financially responsible for this site.
- Pay all required permit fees and costs associated with maintaining compliance.
- Furnish documentation of this approval prior to using the site for Town related projects.
- Maintain all required erosion measures until the site is stabilized.

The contractor shall supply the Engineer with a written agreement between the contractor and the private property owner stating use of the site, and all conditions for restoration of the site after the work is completed. The Town will not be involved in any negotiations between the Contractor and private individuals over staging areas. The contractor will restore the area to the owner's satisfaction once the project is complete.

The Contractor may be allowed to use Town owned parcels of property for staging areas with the approval of the Engineer and the contractor abides by all previous conditions.

DRUG FREE WORKPLACE

[TOWN OF ROLESVILLE Special Provision: 5/4/23]

The Contractor is to provide and maintain a drug free workplace, including certification, in accordance with the Federal Drug Free Workplace Act of 1988 (40 CFR Part 32).

NC ONE CALL:

[TOWN OF ROLESVILLE Special Provision: 5/4/23]

It shall be the responsibility of the Contractor to have all underground utilities located prior to beginning any excavation operations. The North Carolina One-Call Center can be reached at 1-800-632-4949.

CONTRACT EXECUTION, CONTRACT TIME & LIQUIDATED DAMAGES:

The agreement and such other contract documents as required will be executed and delivered by the Contractor to the Owner within ten (10) calendar days of the Notice of Award date and receipt of the Contract documents for execution. According to N.C.G.S. 143-129, the Contractor shall forfeit his bid bond if the Contract Documents are not returned ready for execution within the ten (10) day timeframe. Within ten (10) days of receipt of correct and complete Contract Documents, the Owner will execute and deliver two executed Contracts to the Contractor along with the Notice to Proceed (NTP). Should the Contractor exceed the ten (10) days allowed to return correct and complete documents to the Owner, the Owner in turn will reduce the available contract time by the number of days beyond the ten (10) described above. The Contractor will be notified of this contract completion time reduction in the Notice to Proceed.

The **anticipated** Date of Availability for this contract shall be the issue date of the **Notice to Proceed**.

The completion time for this contract is **One Hundred (100)** consecutive calendar days from the **Notice to Proceed** date.

The liquidated damages for this contract are **Five Hundred dollars (\$500.00)** per calendar day.

NO MAJOR CONTRACT ITEMS:

(2-19-02) (Rev. 8-21-07) 104 SPI G31

None of the items included in this contract will be major items.

NO SPECIALTY ITEMS:

(7-1-95) 108-6 SPI G34

None of the items included in this contract will be specialty items (see Article 108-6 of the *2018 Standard Specifications*).

CONTRACTOR'S LICENSE REQUIREMENTS:

(7-1-95) 102-14 SPI G88

If the successful bidder does not hold the proper license to perform any plumbing, heating, air conditioning, or electrical work in this contract, he will be required to sublet such work to a contractor properly licensed in accordance with *Article 2 of Chapter 87 of the General Statutes* (licensing of heating, plumbing, and air conditioning contractors) and *Article 4 of Chapter 87 of the General Statutes* (licensing of electrical contractors).

SUBSURFACE INFORMATION:

(7-1-95)(Rev. 8-16-22) 450 SPI G112 A

Subsurface information is not available on the roadway portion of this project.

PROJECT SPECIAL PROVISIONS

CLEARING AND GRUBBING - METHOD II:

(9-17-02) (Rev.8-18-15) 200 SP2 R02A

Perform clearing on this project to the limits established by Method “II” shown on Standard Drawing No. 200.02 of the *2018 Roadway Standard Drawings*. Conventional clearing methods may be used except where permit drawings or conditions have been included in the proposal which require certain areas to be cleared by hand methods.

BURNING RESTRICTIONS:

(7-1-95) 200, 210, 215 SP2 R05

Open burning is not permitted on any portion of the right-of-way limits established for this project. Do not burn the clearing, grubbing or demolition debris designated for disposal and generated from the project at locations within the project limits, off the project limits or at any waste or borrow sites in this county. Dispose of the clearing, grubbing and demolition debris by means other than burning, according to state or local rules and regulations.

SHOULDER AND FILL SLOPE MATERIAL:

(5-21-02) 235, 560 SP2 R45 B

Description

Perform the required shoulder and slope construction for this project in accordance with the applicable requirements of Section 560 and Section 235 of the *2018 Standard Specifications*.

Measurement and Payment

When the Contractor elects to obtain material from an area located beneath a proposed fill sections which does not require excavation for any reason other than to generate acceptable shoulder and fill slope material, the work of performing the excavation will be considered incidental to the item of *Borrow Excavation* or *Shoulder Borrow*. If there is no pay item for *Borrow* or *Shoulder Borrow* in the contract, this work will be considered incidental to *Unclassified Excavation*. Stockpile the excavated material in a manner to facilitate measurement by the Engineer. Fill the void created by the excavation of the shoulder and fill slope material with suitable material. Payment for material used from the stockpile will be made at the contract unit price for *Borrow Excavation* or *Shoulder Borrow*. If there is no pay item for *Borrow Excavation* or *Shoulder Borrow*, then the material will be paid for at the contract unit price for *Unclassified Excavation*. The material used to fill the void created by the excavation of the shoulder and fill slope material will be made at the contract unit price for *Unclassified Excavation*, *Borrow Excavation*, or *Shoulder Borrow*, depending on the source of the material.

Material generated from undercut excavation, unclassified excavation or clearing and grubbing operations that is placed directly on shoulders or slope areas, will not be measured separately for

payment, as payment for the work requiring the excavation will be considered adequate compensation for depositing and grading the material on the shoulders or slopes.

When undercut excavation is performed at the direction of the Engineer and the material excavated is found to be suitable for use as shoulder and fill slope material, and there is no area on the project currently prepared to receive the material generated by the undercut operation, the Contractor may construct a stockpile for use as borrow at a later date. Payment for the material used from the stockpile will be made at the contract unit price for *Borrow Excavation* or *Shoulder Borrow*.

When shoulder material is obtained from borrow sources or from stockpiled material, payment for the work of shoulder construction will be made at the contract unit price per cubic yard for *Borrow Excavation* or *Shoulder Borrow* in accordance with the applicable provisions of Section 230 or Section 560 of the *2018 Standard Specifications*.

PRICE ADJUSTMENT – ASPHALT BINDER FOR PLANT MIX:

Price Adjustment – Asphalt Binder for Plant Mix is to follow guidelines as stated in the 2018 NCDOT Standards for Roads and Structures (Section 620).

The reference Base Price Index for Asphalt Cement is **\$664.83** per ton. This base price index represents an average F.O.B. selling price of asphalt cement of supplier's terminals on **July 1, 2024** as determined by the N.C. Department of Transportation from a survey of terminals located in North Carolina and adjacent states.

BOLLARDS:

[TOWN OF ROLESVILLE Special Provision: 5/4/23]

The Contractor shall install Bollards as denoted by the details within the Construction plans.

Payment will be made at the contract unit price for:

Bollards.....EA

FOOTBRIDGE SYSTEM AND FOOTBRIDGE TIMBER PILES:

[TOWN OF ROLESVILLE Special Provision: 5/4/23]

The Contractor shall install all items for the Wooden Footbridge as directed by the Division 1000 of the 2018 NCDOT Standard Specifications or as denoted by the Wooden Footbridge details within the construction plans.

Payment will be made at the contract unit price for:

Footbridge System.....LF
Footbridge Timber Piles.....LF

TEMPORARY TRAFFIC CONTROL DEVICES:

(1-17-12) 1105 SP11 R05

Revise the *2018 Standard Specifications* as follows:

Page 11-5, Article 1105-6 Measurement and Payment, add the following paragraph after line 27:

Partial payments will be made on each payment estimate based on the following: 50% of the contract lump sum price bid will be paid on the first monthly estimate and the remaining 50% of the contract lump sum price bid will be paid on each subsequent estimate based on the percent of the project completed.

TC-1

LUMP SUM PAYMENT FOR TRAFFIC CONTROL:

(02/06/2013)

The Contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with these project guidelines, the Project Special Provisions, the current edition of North Carolina Department of Transportation *Standard Specifications for Roads and Structures*, the current edition of the North Carolina Department of Transportation *Roadway Standards Drawings*, and the current edition of the *Manual of Uniform Traffic Control Devices* (MUTCD).

The lump sum price bid for traffic control shall include but not be limited to Signs (portable, stationary, or barricade), which includes detour signing, Truck Mounted Attenuators (TMA), Changeable Message Signs (CMS), Flashing Arrow Boards (FAB), Pilot Vehicle, Flaggers, Cones, Skinny Drums and Drums and all labor, tools, equipment and incidentals necessary to furnish, install, maintain and remove traffic control devices when no longer required.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Temporary Traffic Control	Lump Sum

PROPOSAL

Granite Acres Greenway & Footbridge Connection

To the Town Commissioner
Town of Rolesville
Rolesville, North Carolina

Council Members:

The undersigned, having read the specifications, visited the site of the proposed work, examined the drawings, form of contract and bond, agrees to furnish all labor, equipment, and materials necessary for and to construct the improvements in the manner required; and pursuant to requirements, there is deposited herewith a certified check for the sum of _____ dollars, or bid bond in the amount of _____ percent of the amount bid payable to the Town of Rolesville, North Carolina, under conditions heretofore stated.

The undersigned proposed to enter into a contract in accordance with this proposal, the drawings and specifications, and on the contract forms attached for the prices shown on the following bid sheets, beginning on the next sheet of this proposal.

It is understood that all unit work quantities are approximate and subject to variation from those shown in this proposal.

BID PROPOSAL FORM
GRANITE ACRES GREENWAY & FOOTBRIDGE CONNECTION

Line No.	Paid By	DOT Sect. No.	Description	Qty	Unit	Unit Price	Amount Bid
1	T	800	MOBILIZATION	1	LS		
2	T	801	CONSTRUCTION SURVEYING	1	LS		
3	T	200	CLEARING AND GRUBBING	0.2	AC		
4	T	226	GRADING	1	LS		
5	T	460	REMOVAL OF EXISTING FOOTBRIDGE	1	LS		
6	T	230	BORROW EXCAVATION	510	CY		
7	T	422	BRIDGE APPROACH SLAB	2	EA		
8	T	425	REINFORCING STEEL	750	LBS		
9	T	SP	CONCRETE SUBSTRUCTURE	10	CY		
10	T	500	FINE GRADING	1	LS		
11	T	520	AGGREGATE BASE COURSE	110	TN		
12	T	610	ASPHALT CONCRETE SURFACE COURSE, TYPE S9.5B	30	TN		
13	T	620	ASPHALT BINDER FOR PLANT MIX	5	TN		
14	T	SP	FOOTBRIDGE TIMBER PILES	180	LF		
15	T	SP	FOOTBRIDGE SYSTEM	50	LF		
16	T	SP	BOLLARD	2	EA		
17	T	904	SIGN ERECTION, RELOCATION TYPE E (GROUND MOUNTED)	2	EA		
18	T	1060	MATting FOR EROSION CONTROL	320	SY		
19	T	1605	TEMPORARY SILT FENCE	450	LF		
20	T	1606	SILT FENCE OUTLET	25	LF		
21	T	1660	SEEDING & MULCHING	0.1	AC		
22	T	SP	TRAFFIC CONTROL	1	LS		
TOTAL AMOUNT BID FOR THE ENTIRE CONTRACT							

THIS CONTRACT, made this day of , by and between of ,
hereinafter called "The Contractor", and the Town of Rolesville, North Carolina, hereinafter called
"The Town":

WITNESSETH

THAT WHEREAS, a contract for _____

has recently been awarded to the Contractor by the Town, for a sum named in the proposal attached hereto:

AND, WHEREAS, it was one of the conditions of the award that a formal contract should be executed by and between the Contractor and the Town, and that the Contractor shall commence work and complete the project within consecutive calendar days from the notice to proceed date and fully comply with the provisions set forth in the proposal form.

NOW, THEREFORE, the Contractor hereby covenants and agrees to perform such work and furnish such labor, materials, equipment, apparatus and supplies, in accordance with the specifications and plans, for a sum equal to the aggregate cost of the work done and labor, materials, equipment, apparatus and supplies furnished at the prices and rates respectively named therefor in the proposal attached hereto, and to comply with each obligation set forth in the plans, specifications and award.

The Contractor hereby agrees to make payments promptly to all persons supplying materials for the work and to all laborers and others employed thereon.

The Contractor hereby agrees to be responsible for all damages to the property of the Town, that result from work, or that may be caused by or result from the negligence of the Contractor, his or its employees or agents, during the progress of, or connected with the work, whether within the limits of the work or elsewhere. The Contractor hereby agrees to restore all property so injured to a condition as good as it was immediately prior to the beginning of work.

The Contractor hereby agrees to be responsible for and to make good at his or its expense any and all damages of whatever nature to persons, property, or property rights caused by carelessness, neglect, or want of due precautions on the part of the Contractor, his or its agents or employees. In addition, the Contractor hereby agrees to indemnify and save harmless the Town, its officers and agents, from all claims, suits, and proceeding of every description which may be brought against the Town, its officers and agents, for any injuries or damages to persons, property, or property rights, including copyright and patent rights, sustained by any person or persons, firm or corporation, on account of any act or omission of said Contractor, his or its agents or employees. It is agreed that the advertisement for proposals, instructions to bidders, the proposal, the general

conditions, and all other conditions and provisions, if any, the detailed specifications, and the enumerated addenda and drawings are a part and parcel of this contract, to the same extent as if incorporated herein in full.

And the Town hereby agrees that it will pay to the Contractor, when due and payable under the terms of these contract documents, the above-mentioned sum, and that it will comply with each obligation imposed upon it by the specifications and award.

It is further agreed that a contract bond and a payment bond properly executed by the Contractor and Surety shall be provided to ensure the performance of all conditions set forth.

It is agreed that if at any time after the execution of this agreement and the surety bonds hereto attached for its faithful performance, the Town shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover performance and payment for this contract, the Contractor shall, at its expense, within five days after the receipt of notice from the Town, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the Town. In such event, no further payment to the Contractor shall be due until such additional security shall be furnished.

FURTHER AGREEMENTS

IN WITNESS WHEREOF, said Contractor has hereunto set _____ hand _____ and seal _____ (or) has caused this Contract to be signed in its corporate name by its _____ President, and its corporate seal to be hereto affixed and attested by its Secretary, all by authority of its Board of Directors duly given, and the Town has caused this Contract to be signed in its corporate name by its Mayor and its corporate seal to be hereto affixed and duly attested by its Town Clerk, by authority of the Town Commissioners duly given, all as of the day and first above written.

_____(SEAL)

_____(SEAL)

_____(SEAL)
Principal (Corporation)

ATTEST:

BY _____
President

Secretary

ATTEST:

TOWN OF ROLESVILLE

Town Clerk

BY _____
Mayor

APPROVED:

APPROVED:

Town Manager

Approved as to form and legal sufficiency:

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

Town Attorney

Finance Officer