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TOWN of  
WAKE FOREST

**REQUEST FOR BIDS**

*Wayfinding Signage for Parks and Greenways, Phase 1*

*Bid # **099-075 (RE-BID)***

**Sealed Bids to be received until**  
*Thursday, September 15, 2016 at 3:00PM*

**Mandatory Pre-Bid Conference Call held on:**  
*Thursday, September 1, 2016 at 2:00PM*

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## NOTICE TO BIDDERS

Sealed *bids* will be received by the Town of Wake Forest, North Carolina, 301 S. Brooks Street, Planning Department (3<sup>rd</sup> Floor), Wake Forest, NC 27587-2901, Attention Candace Davis, Transportation Planning Manager, until **Thursday, September 15, 2016 at 3PM** for the following:

*Bid # 099-075 (RE-BID)*

*Wayfinding Signage for Parks & Greenways, Phase 1*

Immediately following the bid receipt deadline, all bids will be publically opened and read in the Third Floor Meeting Room 318 at Town Hall, 301 S. Brooks Street, Wake Forest, NC 27587-2901.

A **mandatory** pre-bid conference call will be held on **Thursday, September 1, 2016 at 2:00PM**. **All prior bidders who previously attended the mandatory pre-bid conference held on Tuesday, July 19, 2016 at 3:00PM are exempt from participating in the pre-bid conference call on September 1, 2016.**

Instructions for joining the pre-bid conference call are below.

**Join by Phone:**

[919-238-4499](tel:919-238-4499) (U.S.)

English (United States)

[866-691-4535](tel:866-691-4535) (U.S.)

English (United States)

Conference ID: 54770340

A summary of all questions and answers will be made available as an addendum and posted online through the Town's website and Accent Imaging's online plan room referenced below.

Contract documents may be examined at the following locations:

Town of Wake Forest Planning Department,

301 S. Brooks Street, 3<sup>rd</sup> Floor, Wake Forest, NC 27587 (Monday through Friday from 8:00AM. until 3:00PM).

Accent Imaging,

8121 Brownleigh Drive, Raleigh, NC 27617

Hard copies of the bid documents may be obtained by contacting Accent Imaging of Raleigh, NC at 919.782.3332, or by using their online plan room at [www.accentimaging.com](http://www.accentimaging.com) and enter the requested information. Purchase of the entire bid set includes all plans and specifications, including addenda. The purchase cost of the bid documents is non-refundable.

Accent Imaging will maintain an official plan holders list. Please contact Accent Imaging to be added to this list if plans are received from any other source.

Neither the Town nor the Consultant will be responsible for full or partial set of the bid documents, including any addenda, obtained from any other source.

An electronic version of the bid documents will be available for viewing on the Town's website, <http://www.wakeforestnc.gov/bids-and-announcements.aspx>

The Town of Wake Forest reserves the right to reject any or all *bids* and to make the award as deemed in the best interest of the Town of Wake Forest.

## **Instruction to Bidders**

### **1. SUBMITTAL**

All bids must be submitted by ***Thursday, September 15, 2016 at 3PM*** to Candace Davis, Transportation Planning Manager, 301 S. Brooks Street, Planning Department – 3<sup>rd</sup> Floor, Wake Forest, NC 27587. All bids must be submitted in a sealed envelope marked: *Bid # 099-075 (RE-BID) – Wayfinding Signage for Parks & Greenways, Phase 1.*

### **2. USE OF CONTRACT DOCUMENTS**

These Bidding Documents are to be used only for the purpose of understanding this bid and consideration toward submitting a proposal. They may not be used for any other purpose.

### **3. SPECIFICATIONS**

The Specifications are intended to describe the complete project including all materials, processes, equipment, etc. Bidders are expected to carefully examine the Contract Documents, visit the site of the proposed construction, and determine the availability of materials and method required, in order to become thoroughly familiar with the project, the requirements, and to include the cost thereof in the proposal. Bidders shall contact the Project Coordinator, Brandon P. White with Kimley-Horn and Associates ([brandon.white@kimley-horn.com](mailto:brandon.white@kimley-horn.com), (919) 653-2928), at least five (5) days prior to the bid date for clarification of any item not fully understood.

### **4. BIDDER'S QUALIFICATIONS**

All bidders must hold a valid license to practice Electrical Contracting in the Special Restricted Electric Sign Classification, issued by the State of North Carolina Board of Examiners of Electrical Contractors. In addition, the Owner may make such other investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish the Owner all such information and data for this purpose as the Owner may request.

Those submitting bids shall have been actively and directly engaged in custom wayfinding signage fabrication and installations of similar scope, size and complexity, and provide proof of five (5) or more successful installations in the past two (2) years. Documentation shall include scope of work, budget, and current contact information for Client.

The Owner reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces a minimum of fifty percent (50%) of the work (excluding materials provided by North Carolina Department of Public Safety, Corrections Enterprises) involved in construction of the improvements embraced in this contract. Bidder shall self-perform wayfinding signage fabrication and installation. Acceptable sub-contractors shall include, but limited to, structural concrete foundations, steel erection, masonry, and decorative paving.

Awarded contractor shall be authorized to conduct business in the state of North Carolina as found by checking the Secretary of State records and/or Register of Deeds office, indicating proper registration and active status. This is a condition of executing the contract.

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**5. FAMILIARITY WITH LAWS**

It is assumed that the Bidders are familiar with local, state and federal laws, rules, ordinances, and regulations that may in any manner affect those engaged or employed in the work, or the materials or equipment used in or upon the work, or in any way affects the conduct of the work. No plea for misunderstanding or ignorance on the part of the Contractor will in any way serve to modify the provisions of this contract.

The Contractor agrees that in carrying out this contract he will comply with all applicable Federal, state and local laws, specifically including, without limitation, the Occupational Safety and Health Act of 1970 and Section 1324A, the Immigration Reform and Control Act.

Please note, the signage installed as part of this project should not require a permit according to the Town of Wake Forest Unified Development Ordinance, Section 11.10.1 Governmental Signs.

**6. AMERICAN WITH DISABILITIES ACT (ADA)**

The Contractor shall comply with the provisions of the Americans with Disabilities Act (ADA) ([www.ADA.gov](http://www.ADA.gov)) as amended from time to time and all rules and regulations promulgated thereunder. The contractor hereby agrees to indemnify the Owner from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of the contractor, its subcontractors, agents, successors, assigns, officers or employees to comply with the provisions of the ADA or rules and regulations promulgated thereunder.

**7. MINORITY PARTICIPATION**

The Town of Wake Forest's minority participation goal is **10%** of the bid amount.

**8. ADDENDA**

No oral interpretation will be made to any Bidder as to the meaning of the Bidding Documents. Questions and requests for such interpretation shall be made in writing to the Project Coordinator, Brandon P. White with Kimley-Horn and Associates ([brandon.white@kimley-horn.com](mailto:brandon.white@kimley-horn.com), (919) 653-2928). Any Addenda will be provided to known interested parties, but it shall be the Bidder's responsibility to make inquiry as to any Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda whether or not received or acknowledged.

**9. UNBALANCED BIDS**

The Contractor shall not submit a bid containing any unbalanced bid prices. Any unit or lump sum bid price that does not reflect reasonable actual costs that the Contractor anticipates for the performance of the item(s) in question along with a reasonable proportional share of the Contractor's anticipated profit, overhead cost, and other indirect costs is an unbalanced bid price. Any bid containing unbalanced bid prices may be deemed non-responsive and rejected.

**10. COLLUSIVE AGREEMENTS**

Each bidder submitting a bid shall execute and attach the Non-Collusion Affidavit of Prime Bidder attesting that he has not entered into a collusive agreement with any other person, firm or corporation in regard to any bid submitted.

**11. BID BOND**

A Bid Bond in the amount of five (5) percent of the total project cost will be required for this project. This includes the cost of all signs fabricated and provided by Correction Enterprises.

**12. PERFORMANCE AND PAYMENT BOND**

Performance and Payment Bonds in the amount of 100% of the contract amount will be required for this project.

**13. PREPARATION OF BID**

**The Town's bid forms must be used when provided** – submit one original. Bidders shall label their bid proposal with business name, bid name and bid date, then seal their bid proposal inside an envelope. If mailing a bid proposal, provide a sealed envelope within the postal envelope.

**14. ITEMS REQUIRED TO BE EXECUTED WITH THE BID**

Failure to execute the following with the bid is considered a non-responsive bid and the bid will not be considered:

\_\_\_\_\_ Bid Form with bid price(s) written or typed

\_\_\_\_\_ Signatures on Forms and notarized where noted

\_\_\_\_\_ Non-Collusion Affidavit of Prime Bidder

\_\_\_\_\_ Addendums (if issued)

\_\_\_\_\_ E-verify Compliance Statement

\_\_\_\_\_ Iran Divestment Act Certification Form

**15. RECEIPT AND OPENING OF BIDS**

Each Bid is to be submitted in a sealed envelope and plainly marked with the project name, bid number, and bid opening time. If mailed, the sealed envelope containing the Bid is to be enclosed in another envelope to avoid it being opened before the advertised time. Bids received prior to the advertised bid opening will be securely kept as sealed. Bids received after the advertised bid opening will be returned to the Bidder unopened.

**16. WITHDRAWAL OF BIDS**

Bids may be withdrawn by written request prior to or within seventy-two hours (72) after the opening of bids by contacting the bidding officer. To withdraw an opened bid, proof must be given of a mathematical error or omission as opposed to judgment or interpretation error.

**17. MINIMUM NUMBER OF BIDS (FORMAL CONTRACTS ONLY)**

North Carolina General Statute 143-129 and 143-132 prohibits the awarding of a formal contract unless at least three (3) competitive bids are received from reputable and qualified contractors. Therefore, if fewer than three (3) such bids are received, they will not be opened but returned to the contractors; and the project may be re advertised. The Town's formal limit is \$500,000.

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**18. ALTERNATIVE BIDS**

No alternative bids will be considered unless alternative bids are specifically requested.

**19. AWARD OF CONTRACT; REJECTION OF BIDS**

The Owner reserves the right to hold bids for a period of sixty (60) days for the purpose of reviewing the bids and investigating the qualifications of the Bidders. The Owner reserves the right to reject any bid if by evidence or investigation, the Owner is not satisfied that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work herein. The Owner intends to award a contract to the lowest responsive, responsible bidder, complying with the conditions of the bidding documents. The owner reserves the right to award a contract that is in its best interest.

**20. BID PROTEST PROCEDURE**

Prospective bidders or suppliers who feel disadvantaged by the solicitation must submit a written protest within five (5) calendar days prior to the opening of proposals. Actual bidders or subcontractors who are aggrieved by the award of a contract must submit a written protest within five (5) days of the Town announcing its intent to award. The protest must be addressed to the Purchasing Manager, Town of Wake Forest, who will make the final determination after consulting with counsel.

**21. EXECUTION OF AGREEMENT**

The successful Bidder is required to submit any requested documents and execute a Contract within ten (10) days after notification of award. Failure to do so constitutes a default and the Owner may elect to award to the next lowest bidder or re-advertise the bid. All bids shall be valid for ninety (90) days from date of receipt by the Town.

**22. LIQUIDATED DAMAGES**

The liquidated damages for this contract are Six Hundred Dollars (\$600.00) per calendar day.

**23. INSURANCE REQUIRMENTS**

- A. Workers' Compensation: Insurance covering all employees meeting Statutory limits in compliance with the applicable state and federal laws. The coverage must include employer's liability with a minimum limit of \$1,000,000 for each accident.
- B. Commercial General Liability: Coverage shall have minimum limits of \$1,000,000 per occurrence, general aggregate, products/completed operations aggregate, personal and advertising injury. This shall include premises and operations, independent contractors, products and completed operations, broad form property damage, XCU coverage and contractual liability. The coverage shall be written on an occurrence basis. This limit should apply on a per project or per location aggregate basis. The Town of Wake Forest shall be listed as an additional insured, under this coverage.
- C. Business Auto Liability: Coverage shall have a minimum limit of \$500,000 per occurrence, combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired vehicles and non-owned vehicles.
- D. Umbrella/Excess Liability: At the option of the contractor, the limits of the primary general liability, auto liability and employers' liability may be less than stipulated herein, with an excess policy providing the additional limits needed. This form of coverage must be approved by the municipality and will only be acceptable when both the primary and excess policies include the coverage and endorsements required herein.

- E. Professional Liability: Coverage shall have a minimum limit of \$1,000,000 per occurrence, unless a higher limit is required by the Town. This coverage is only required for contracts that include professional services.
- F. Special Requirements
1. Current, valid insurance policies meeting the requirements herein identified shall be maintained to be considered an “eligible contractor”. Renewal certificates shall be sent to the Town 30 days prior to any expiration date. There shall also be a 30 day notification to the Town in the event of cancellation or modification of any stipulated insurance coverage. Certificates of insurance meeting the required insurance provisions shall be forwarded to the Town of Wake Forest. Wording on the certificate, which states that no liability shall be imposed upon the company for failure to provide such notice, is not acceptable.
  2. It shall be the responsibility of the contractor to insure that all subcontractors comply with the same insurance requirements that he is required to meet.
  3. The Town of Wake Forest shall be listed as certificate holder on the certificate of insurance.

**24. INDEMNIFICATION**

The contractor agrees to protect, defend, indemnify and hold the Town of Wake Forest and its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof and caused by the negligence of the contractors. The contractor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if (claims, etc.) is groundless, false or fraudulent.

**25. MATERIALS**

The name of a certain brand, make, manufacturer or definite specification is to denote the quality standard of the article desired and not to restrict competitive bidding. It is set forth and conveyed to prospective bidders the general style, type, character and quality of the article desired. Bidders, however, may submit to the Project Coordinator, Brandon P. White with Kimley-Horn and Associates ([brandon.white@kimley-horn.com](mailto:brandon.white@kimley-horn.com), (919) 653-2928), evidence that proposed substitutions are fully up to standards specified and obtain his approval before placing orders.

**26. ERRORS, OMISSIONS, AND DEVIATIONS**

The Contractor is responsible for all errors, omissions, and deviations from the Contract requirements.

**27. OSHA COMPLIANCE PLAN/POLICY**

Contractor hereby acknowledges that it has reviewed and agrees to abide by all OSHA safety regulations and Town of Wake Forest safety regulations. Contractor may be required to submit a copy of the company’s current written OSHA Compliance Plan/Policy within 48 hours of

request. If requested, no field work shall take place until the plan has been submitted and reviewed by the Town's Safety Officer.

**28. NON-COLLUSION and ANTI-DISCRIMINATION**

Bidder certifies that this proposal is made in good faith and without collusion or in connection with any other person bidding on the same work, nor will any official or employee of the Town of Wake Forest be admitted to share any part of this contract should an award be made to the undersigned. Bidder further certifies that in connection with the performance of this contract not to discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, gender, age, political affiliation or handicap.

**29. TAXES**

FEDERAL: The Town of Wake Forest is exempt from and will not pay Federal Excise or Transportation taxes. STATE: Applicable North Carolina Sales and Use Taxes shall not be shown on bids, but shall be added to invoices as a separate item. The Town is not tax exempt.

**NORTH CAROLINA SALES TAX**

The Owner may apply for a refund of all sales and/or use taxes paid in North Carolina by the Contractor on purchases of items which are annexed to, affixed to, or in some manner become a part of any building or structure being erected, altered or repaired under Contract with the Owner; and these taxes shall not be included in the bid amounts or the Contract sum. The Contractor shall include and pay all other taxes imposed by governmental authorities which are applicable to the work.

The Contractor will be reimbursed for applicable sales and/or use taxes he has paid in North Carolina based on the following. **The Contractor should apply for reimbursement by itemizing and completing a notarized sales and use tax report form and submitting it with each pay request. Failure to submit this form will result in the invoice not being paid.** The contractor will be required to complete a sales and use tax report affidavit in order to receive the last payment of the project.

**30. PAYMENT**

N.C.G.S. 143-134.1 prohibits retainage on public projects that cost less than \$100,000.00 in total. Prior to final payment, the Contractor will be required to submit any forms, warranties, etc. that the Owner requires. The payment of the final amount due the Contractor shall release the Owner from any and all claims or liabilities on account of the work performed and the materials furnished upon the work. The payment terms shall be Net 30 days.

**31. ETHICS POLICY / CODE OF CONDUCT**

The Town of Wake Forest has established guidelines for ethical standards of conduct in that *Town representatives should maintain high standards of personal integrity, truthfulness, honesty, and fairness* in carrying out public duties; avoid any improprieties in their roles as public servants including the appearance of impropriety; and never use their position or power for improper gain. In establishing an ethics policy, the Town of Wake Forest desires to protect the public against decisions that are affected by undue influence, conflicts of interest, or any other violation of these policies as well as promote and strengthen the confidence of the public in their governing body.

**32. E-VERIFY**

The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if the Contractor utilizes a subcontractor, the Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

**33. HUBSCO REPORTING**

All building construction and repair projects (\$30,000 & Over) require a minority participation report to be submitted to the State of NC Department of Administration HUB Office. Any information that is requested from the contractor must be provided before the last invoice will be paid.

**34. IRAN DIVESTMENT ACT**

Vendor certifies that; (i) it is not identified on the Final Divestment List created by the NC State Treasurer pursuant to N.C.G.S. 143-6A-4; (ii) it will not take any action causing it to appear on said list during the term of this Purchase Order, and (iii) it will not utilize any subcontractor to provide goods or services hereunder that is identified on said list.

## PROPOSAL FORM

### *Wayfinding Signage for Parks & Greenways, Phase 1*

The undersigned bidder affirms and declares that he has carefully examined all bidding documents and Instructions to Bidders which are acknowledged to be a part of this proposal, and agrees to provide all labor, materials, equipment, supervision, permits; abide by all local, state and federal laws, rules, regulations, and ordinances applicable to perform the work listed in the specifications and scope of work for the following sum to wit:

**TOTAL BASE BID – Lump Sum**

\_\_\_\_\_ Dollars \$

**Construction Duration from NTP: 180 Calendar Days**

Address technical questions about the project to the Project Coordinator, Brandon P. White with Kimley-Horn and Associates ([brandon.white@kimley-horn.com](mailto:brandon.white@kimley-horn.com), (919) 653-2928):

Written questions received up to 5 days prior to bid opening will receive a proper response.

**ITEM 1- Scope of Project**

**Fabricate, furnish and construct wayfinding signage as specified herein and shown in the Bid Documents and Design Workbook dated July 20, 2016 for the Phase 1, A Comprehensive Wayfinding Plan for Parks and Greenways.**

**ITEM 2- Addendums**

**All addendums must be acknowledged in order for the proposal to be considered.**

**Addendum #1 \_\_\_\_\_**

**Addendum #2 \_\_\_\_\_**

**Addendum#3 \_\_\_\_\_**

The Town of Wake Forest intends to award a contract to the overall lowest responsible, responsive bidder taking into consideration quality, performance, and the time specified in this bid. The Town of Wake Forest reserves the right to reject or all proposals and to make the award as deemed in the best interest of the Town of Wake Forest.

**All bidders MUST complete and submit with their bid the enclosed Non-Collusion Affidavit of Prime Bidder.**

**SIGNATURE PAGE**

The undersigned certifies that they have read and understood all the provided bidding documents, the project specifications, and agree to the terms and conditions stated herein.

**This bid must be signed by a responsible official of the bidding organization and notarized.**

_____	(SEAL)
Date	
_____	
Company	
_____	_____
Authorized Signature	Federal Identification #
_____	_____
Printed Name and Title	Email Address
_____	_____
Street Mailing Address	City, State, Zip Code
_____	_____
Contactor's NC License No.	Telephone Number

On this day of \_\_\_\_\_, 20\_\_\_\_, before me \_\_\_\_\_ (name) appeared and, being duly sworn, did execute the foregoing proposal, and did so state that he/she was properly authorized by \_\_\_\_\_ (name of company) to execute the proposal and did so on his/her free act and deed.

Notary Public \_\_\_\_\_ My Commission Expires \_\_\_\_\_ (SEAL)

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

**\*\*attach to bid (required)\*\***

State of \_\_\_\_\_)

County of \_\_\_\_\_)

*Project: Wayfinding Signage for Parks & Greenways, Phase 1*

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

1. He is (owner, partner, officer, representative or agent) of \_\_\_\_\_, the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bids of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Wake Forest or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this Affiant.

_____	_____
Name	Title

Subscribed and Sworn to before me this \_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public: \_\_\_\_\_ (Seal)

My Commission Expires: \_\_\_\_\_





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

\*\* HUB Certification with the state HUB Office required to be counted toward state participation goals.

The total value of minority business contracting will be (\$)\_\_\_\_\_.

## Town of Wake Forest -AFFIDAVIT A – Listing of Good Faith Efforts

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

I have made a good faith effort to comply under the following areas checked:

**Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive.** (1 NC Administrative Code 30 I.0101)

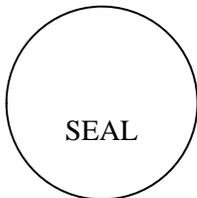
- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 -- (10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

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

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

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



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

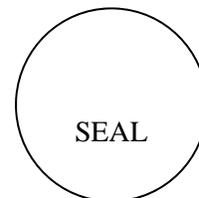
Title: \_\_\_\_\_

State of \_\_\_\_\_, County of \_\_\_\_\_

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

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

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



**Town of Wake Forest --AFFIDAVIT B-- Intent to Perform Contract**

**With Own Workforce.**

**County of** \_\_\_\_\_

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

I hereby certify that it is our intent to perform 100% of the work required for the Wayfinding Signage for Parks & Greenways, Phase 1 contract.

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

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

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

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

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



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

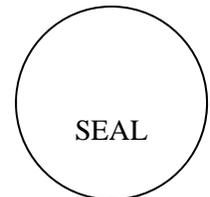
*Title:* \_\_\_\_\_

*State of* \_\_\_\_\_, *County of* \_\_\_\_\_

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

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

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





TOWN of  
WAKE FOREST

**IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S.  
143C-6A-5(a)**

Name of Contractor, Vendor or Bidder: \_\_\_\_\_

As of the date listed below, the contractor, vendor or bidder listed above, and all subcontractors utilized by the contractor, vendor or bidder listed above, is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the contractor, vendor or bidder listed above to make the foregoing statement.

\_\_\_\_\_  
Signature Date

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

***Notes to persons signing this form:***

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address [www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran) and will be updated every 180 days.



TOWN *of*  
WAKE FOREST

**E-VERIFY COMPLIANCE STATEMENT**

Contractor shall comply with the requirements of Article 2, Chapter 64 of the North Carolina General Statutes. Further, should Contractor utilize a subcontractor(s), Contractor shall require the subcontractor(s) to comply with the requirements of Article 2, Chapter 64 of the General Statutes. Pursuant to North Carolina General Statute § 143-133.3(c)(2), contracts solely for the purchase of apparatus, supplies, materials, and equipment are exempt from this E-Verify provision.

If during the period this statement is considered valid, the Contractor should become non-compliant, it shall be the Contractor's responsibility to acknowledge the change in status to the Town of Wake Forest in writing.

**This statement is valid through June 30, 2017.**

{CONTRACTOR'S FULL LEGAL NAME} \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME & TITLE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
PRINTED NAME & TITLE



**ALLOWABLE CHANGES TO TOWN OF WAKE FOREST STANDARD SPECIFICATIONS**  
(Rev. 03.27.2014)

List of Standard Specifications. Available for download from the Town's website.

<http://www.wakeforestnc.gov/manual-of-specifications-standards-design.aspx>

Section 00825 Product Substitutions

Section 02200 Earthwork

Section 02210 Utility Trenching, Backfilling and Compaction

Section 02400 Concrete Pavement, Curb & Gutter, Drives, Sidewalks

Section 02500 Base Course

Section 02600 Paving

Section 02700 Storm Drainage

1. No exceptions taken.

**SUBSURFACE INFORMATION**

SP (Kimley-Horn)

Subsurface information is not available on any portions of this project.

**LOCATING EXISTING UNDERGROUND UTILITIES**

SP (Kimley-Horn)

Identify excavation locations by means of pre-marking with white paint, flags, or stakes or provide a specific written description of the location in the locate request.

**MAINTENANCE OF THE PROJECT**

SP (Kimley-Horn)

The Contractor will not be directly compensated for any maintenance operations necessary as this work is considered incidental to the work covered by the various contract items.

**COOPERATION BETWEEN CONTRACTORS**

SP (Kimley-Horn)

The Contractor on this project shall cooperate with the Contractor or City of Raleigh Public Utilities staff working within or adjacent to the limits of this project to the extent that the work can be carried out to the advantage of all concerned.

**TWELVE MONTH GUARANTEE**

SP (Kimley-Horn)

- (A) The Contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the Town. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the Town, and/or for use in excess of the design.
- (B) Where items of equipment or material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply for that particular piece of equipment or material. The Town's first remedy shall be through the manufacturer although the Contractor is responsible for invoking the warranted repair work with the manufacturer. The Contractor's responsibility shall be limited to the term of the manufacturer's guarantee. The Town would be afforded the same warranty as provided by the Manufacturer.

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

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

**DELIVERY AND ACCEPTANCE OF MATERIALS**

SP (Kimley-Horn)

The Contractor shall coordinate with the project inspector to schedule delivery times of materials. The project inspector shall verify and accept all material delivered to the project. The Town reserves the right to refuse payment of all associated materials delivered to the project site without the project inspector present.

Acceptance of the materials to the project site by the project inspector does not guarantee acceptance or approval of use of the materials on the project.

**DRUG FREE WORKPLACE**

SP (Kimley-Horn)

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

**SUBMITTALS AND SHOP DRAWINGS**

SP (Kimley-Horn)

The Contractor shall submit shop drawings for construction materials to the Engineer and / or Landscape Architect for review of acceptance and compliance with the contract documents prior to use of any material on the project site. Submittals shall be in electronic format (Adobe Acrobat or PDF) along with a transmittal. Physical or material submittals shall include a minimum of three (3) samples for review. All submittals shall reference the applicable section number or other unique tracking number. The Engineer and / or Landscape Architect shall have twenty-one (21) calendar days to complete the review. Upon review, notification will be provided to the Town and the Contractor of acceptance, corrections needed, or rejection of the materials. In the event the submittal is rejected, the Contractor will be notified and will be required to revise and resubmit. No separate payment will be made for this work, and all associated costs will be considered incidental to other items in the contract.

**REQUEST FOR INFORMATION (RFI) PROCEDURES**

SP (Kimley-Horn)

The Contractor shall submit all requests for information to the Engineer and / or Landscape Architect in writing. Submittals shall be in electronic format (Adobe Acrobat or MS Word). All RFIs shall be identified by the Contractor with a unique number for tracking purposes. The Engineer and / or Landscape Architect shall have twenty-one (21) calendar days to respond.

**VIDEOTAPE AND PHOTOGRAPHS OF PROJECT SITE**

SP (Kimley-Horn)

The Contractor shall video the project site in its entirety before construction begins, with an emphasis on properties adjoining the project, pavement conditions, stormwater features, trees, and fencing. Provide appropriate narrations and descriptions of the property and physical features for orientation. The Contractor shall provide two (2) copies of the project video and any digital photography taken to the Town for documentation of the existing site. No separate payment will be made for this work, and all associated costs will be considered incidental to other items in the contract.

**RECORD DRAWINGS**

SP (Kimley-Horn)

The Contractor shall provide a field survey of the as-built improvements performed by a Professional Land Surveyor registered with the State of North Carolina to the Town. The survey shall be provided both electronically (AutoCAD DWG) and signed mylar original (24" x 36") plan sheet.

Identification and location of site improvements shall conform to the recommended standards of the North Carolina Licensing Board for Professional Engineers and Land Surveyors. The following minimum information shall be included:

- a. Limits: The subject property as defined by the Contract Documents.
- b. Control: Vertical control shall be based on the benchmarks established onsite. Baselines shall be established in such a manner as to accurately locate spot elevations in a fifty foot (50') minimum grid pattern. All top and toe of slopes, centerline of draws and ditches shall be located.
- c. Improvements: All planimetric information shall be tied to the established grid. Contours shall be drawn at one foot (1') intervals with spot elevations for all high and low points. Additionally, locate and identify the following improvements:
  - Curbing, curb ramps, sidewalks, pathways, and all paving.
  - Curb cuts, and access driveways.
  - Storm drainage features (including pipe sizes, materials, and invert elevations)
  - Structures (including bridges, anchor slabs, gangways, and docks)

Final payment will not be released until the Record Drawings have been submitted and accepted by the Engineer. No additional compensation will be provided for costs associated with this work as it is considered incidental to other work being performed under the contract.

#### INTENT OF DOCUMENTS

SP (Kimley-Horn)

The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. It is not intended, however, that materials or work not covered by or properly inferable from any heading, branch, class or trade of the Specifications shall be supplied unless distinctly so noted on the drawings. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

#### CONTRACTOR'S UNDERSTANDING

SP (Kimley-Horn)

It is understood and agreed that the Contractor has, by careful examination satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way effect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the Town, either before or after the execution of the contract shall affect or modify any terms or obligations herein contained.

#### SUPERINTENDENCE BY CONTRACTOR

SP (Kimley-Horn)

Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Town of Wake Forest on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and prosecution of the work.

**MATERIALS, APPLIANCES AND EMPLOYEES**

SP (Kimley-Horn)

Unless otherwise specified, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

**ROYALTIES AND PATENTS**

SP (Kimley-Horn)

The Contractor shall pay all royalties and patent fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Town harmless from loss on account thereof, except that the Town shall be responsible for such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has information that the process or article specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Town.

**INSPECTION OF THE WORK**

SP (Kimley-Horn)

The Town and its representatives shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide facilities for such access and for inspection.

If the specifications, the Town's instructions, laws, or ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give the Town timely notice of its readiness for inspection. Inspections by the Town shall be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Town, it must, if required by the Town, be uncovered for examination at the Contractor's expense.

**CONFORMITY WITH PLANS AND SPECIFICATIONS**

SP (Kimley-Horn)

All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the plans, or indicated in the specifications.

In the event the Town finds the materials or the finished product in which the materials are used not within reasonably close conformity with the plans and specifications but that reasonably acceptable work has been produced, he will then make a determination if the work is to be accepted and remain in place. If the Town agrees that the work is to be accepted, he will have the authority to make such adjustment in contract price as he deems warranted based upon sound engineering judgment and the final estimate will be paid accordingly.

In the event the Town finds the materials or the finished product in which the materials are used or the work performed are not in reasonably close conformity with the plans and specifications and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by the Contractor at no cost to the Town.

**TOWN'S RIGHT TO DO WORK**

SP (Kimley-Horn)

If the Contractor should neglect to prosecute the work promptly or fail to perform any provisions of the contract, the Town, after 24 hours written notice to the Contractor, may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

**CORRECTION OF NON-CONFORMING WORK**

SP (Kimley-Horn)

Before issuing final payment, the Contractor shall promptly remove from the premises all materials condemned by the Town as failing to conform with the contract, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the contract and without expense to the Town and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

**PAYMENTS TO CONTRACTOR**

SP (Kimley-Horn)

The Town shall pay the Contractor as outlined before for the duration of the project.

**Partial Payments**

- a. Partial payment will be based upon progress estimates prepared by the Town once each month on the date established by the Town.
- b. Each payment request must be accompanied by a Sales Tax Report.
- c. Monthly or partial payments made by the Town of Wake Forest to the Contractor are monies advanced for the purpose of assisting the Contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Town of Wake Forest. Such payments shall not constitute a waiver of the right of the Town of Wake Forest to require the fulfillment of all terms of the contract and the delivery of all improvements embraced in this contract complete and satisfactory to the Town of Wake Forest in all details.

**Final Payment**

- a. After final inspection, record survey and acceptance by the Town of all work under the contract, the Contractor shall prepare his requisition for final payment which shall be the sum of the Bid unit Prices multiplied by the quantities actually issued or this sum adjusted by approved change orders less prior payments. Final payment request must be accompanied by the Final Payment Affidavit and Sales Tax Report.
- b. The Town before paying the final estimate may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment and services to the Contractor, if the Town deems the same necessary in order to protect its interest. The Town of Wake Forest, however, may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties furnished under the contract.
- c. Each vendor is required to sign and submit the Sales Tax Payment Affidavit prior to last payment being made. The Sales Tax Payment Affidavit will be provided at the completion of the project.

- d. Withholding of any amount due the Town of Wake Forest as "Liquidated Damages", shall be deducted from payments due to the Contractor.

## TOWN'S RIGHT TO TERMINATE CONTRACT

SP (Kimley-Horn)

If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to Subcontractors or for material or labor, or persistently discharged laws, ordinances or the instructions of the Town, or otherwise be guilty of a substantial violation of any provision of the contract, then the Town, upon the certificate that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor seven days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, appliances, there and finish the work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed the unpaid balance, the Contractor shall pay the difference to the Town. The expense incurred by the owner as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Town.

## CARE OF WORK

SP (Kimley-Horn)

The Contractor shall take reasonable and customary efforts to protect life and property during the construction of the project.

- a. The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Town of Wake Forest.
- b. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization is authorized to act at his discretion to prevent such threatened loss or injury and he shall so act. He shall likewise act if instructed to do so by the Town of Wake Forest. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Town of Wake Forest as provided in "CHANGES IN WORK" under GENERAL CONDITIONS.
- c. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.
- d. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements embraced in this contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Town of Wake Forest from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Town of Wake Forest may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

- e. Any claim for damage arising under this contract shall be made in writing to the party liable within reasonable time of the first observance of such damage.

## SAFETY AND ACCIDENT PREVENTION

SP (Kimley-Horn)

The Contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The Contractor shall abide by all applicable safety standards and regulations contained in the Occupational Safety and Health Act, for the construction industry and any other applicable Laws.

- a. All excavation and trenching work shall conform to OSHA requirements under 29 CFR Part 1926 Subpart P and any other applicable requirements.
- b. The Contractor shall have an employee who is a designated competent person as described under OSHA regulations, 29 CFR Part 1926 Subpart P. The person shall be capable of identifying existing or predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.
- c. The Contractor shall provide and maintain safety equipment as outlined under OSHA 29 CFR Part 1926 Subpart P and other applicable safety provisions, which include trench boxes, ladders, shoring, barricades, warning vests, gas monitors, meter for hazardous atmospheres and other necessary safety equipment to protect the employees and the job site.
- d. All Contractors' personnel, all subcontractors and their personnel, and any material suppliers and their personnel shall wear a reflective vest or outer garment conforming to the requirements of MUTCD at all times while on the project.

### Records

The Contractor shall maintain an accurate record of all cases of death, occupational diseases, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract. The Contractor shall promptly furnish the Town of Wake Forest with reports concerning these matters.

### Indemnity

The Contractor shall indemnify and save harmless the Town of Wake Forest from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

## SANITARY FACILITIES

SP (Kimley-Horn)

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Town of Wake Forest. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

**LIENS**

SP (Kimley-Horn)

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, shall deliver to the Town a complete release of all liens arising out of the contract, or receipts in full in lien thereof and, if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all labor and materials for which a lien could be filed but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Town, to indemnify the Town against any lien. If any lien remains unsatisfied after all payments are made, the Contractor, shall refund to the Town all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

A copy of the Affidavit is included with the Payment Bond Contract and shall be submitted with the contractor's request for final payment.

**ASSIGNMENT**

SP (Kimley-Horn)

Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without previous written consent of the Town Board of the Town of Wake Forest.

**SEPARATE CONTRACTS**

SP (Kimley-Horn)

The Town reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with others.

**SUBCONTRACTED WORK AND SUBCONTRACTORS**

SP (Kimley-Horn)

The Contractor shall provide the following documentation:

- a. The Contractor shall be capable of performing work amounting to at least 50% of the total cost of the Contract, using his own equipment and personnel. Documentation of staff and equipment shall be made available to the Town or Engineer upon request. Unless otherwise stated elsewhere in the contract or approval by the Town of Wake Forest, the Contractor shall not subcontract more than 35% of the work stipulated in this contract.
- b. The Contractor shall, as soon as practicable after the signing of the contract, notify the Town in writing of the names of subcontractors proposed for the work and shall not employ any subcontractors that the Town may within a reasonable time object to as incompetent or unfit. The Contractor agrees that he is as fully responsible to the Town for the acts and omissions of his subcontractor and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relation between any subcontractor and the Town.
- c. The Contractor shall obtain approval of subcontractors as well as any change in subcontractors during the work on the contract from the Town. A period of seven (7) days minimum is required for the approval of a subcontractor.

**SURVEY POINTS AND INSTRUCTIONS**

SP (Kimley-Horn)

The Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. He shall not proceed until he has made timely demand upon the Town for, and has received from him, such points and instructions as may be necessary as the work progresses. The work shall be done in strict conformity with such points and instructions.

The Contractor shall carefully preserve bench marks, reference points and stakes, and in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

**STATUS OF TOWN AUTHORIZED REPRESENTATIVE**

SP (Kimley-Horn)

The Town Authorized Representative shall have general supervision and direction of the work. He has authority to stop the work wherever such stoppage may be necessary to insure proper execution of the contract. He shall also have authority to reject all work and materials which do not conform to the contract, to direct the application of force to any portion of the work, as in his judgment is required, and to order the force increased or diminished, and to decide questions which arise in the execution of the work.

**TOWN AUTHORIZE REPRESENTATIVE'S DECISION**

SP (Kimley-Horn)

The Town Authorized Representative shall, within a reasonable time after their presentation to him, make decisions in writing on all claims of the Town or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract documents. All such decisions of the Town Authorized Representative shall be final.

**LANDS FOR WORK**

SP (Kimley-Horn)

The Town shall provide the lands upon which the work under this contract is to be done, except that the Contractor shall provide land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same. Additional lay down area, permits and repair outside of land disturbances and not included in the plans are the responsibility of the contractor, including but not limited to fees and violations.

**CLEANING UP**

SP (Kimley-Horn)

The Contractor shall, as directed by the Town or Authorized Representative, remove from the Town's property and from all other public and private property, at his own expense, all temporary structures, rubbish and waste materials (includes concrete, masonry, and timber) resulting from his own operations.

**ACCESS TO PROPERTY**

SP (Kimley-Horn)

The Contractor shall, where necessary, provide and maintain access to and from existing utility infrastructure by CenturyLink and City of Raleigh Public Utilities Department (CoRPUD), and existing bridge by North Carolina Department of Transportation (NCDOT) as necessary for inspections or emergency repairs. No public access will be allowed during construction of the project.

**SAFEGUARDS**

SP (Kimley-Horn)

The Contractor shall provide, erect and maintain adequate barricades, warning signs, and lights at all excavations, closures, detours and points of danger per OSHA and MUTCD standards.

**MEASUREMENT OF QUANTITIES**

SP (Kimley-Horn)

The quantities of work will be computed by the Contractor and supplied to the Town or Authorized Representative. The quantities of work performed, supplied by the Contractor, will be verified by the Town or Authorized Representative on the basis of measurements taken by him or his assistants, and these measurements shall be final and binding. The specifications shall designate the manner in which the measurements of the various types of work shall be measured.

The quantities of work performed shall be recorded each day, and provided to the Town or Authorized Representative upon request. Contractor shall maintain detailed reports throughout the project and be able to supply the reports, upon request by the Town or the Town's representatives.

**CONSTRUCTION WASTE DISPOSAL**

SP (Kimley-Horn)

Disposal of all waste material from construction sites shall be made in strict accordance with all State, County and Town ordinances pertaining to disposal of construction waste. It shall be the responsibility of the Contractor to secure the necessary permits and provide all information required to secure said permits. The Contractor shall designate the disposal site prior to beginning construction and in the event waste material is to be disposed of on private property a letter from the property owner shall be furnished to the Town or Authorized Representative granting the Contractor or his agent such permission and listing the requirements made by the property owner or the Contractor, if any. Burning or burying of construction debris onsite is strictly prohibited. The Contractor shall use designated concrete washout area for excess concrete cleanup.

**EMERGENCY WORK CREW**

SP (Kimley-Horn)

The Contractor and / or its subcontractor shall provide and emergency work plan to make repairs, clean-up, and other work necessary to handle an emergency in connection with the contract during non-working hours (including weekends and holidays). This plan shall include names, addresses, and phone numbers of at least two responsible members identified with their roles. All members shall reside within one hour of the project site. A copy of this plan shall be submitted to the Engineer and Town for review and approval prior to beginning any work. In the event members of emergency plan are unavailable during an actual emergency situation, the Town shall have the right to have the work performed by the quickest means available and the Contractor shall be back-charged at a rate of two times (2xs) the total cost to the Town.

**CONSTRUCTION WATER**

SP (Kimley-Horn)

The Contractor shall be responsible for securing adequate construction water for the project site.

- a. All construction water usage must be metered and will be billed to the Contractor. The Contractor must contact the City of Raleigh, Public Utilities Department, Meter Services Division (919-250-2737) to make the applicable arrangements for billing the water usage. The Contractor may provide his own meter or if available upon advance notice to the Public Utilities Department, a numbers changed to meter will be

- provided. If the Contractor provides his own meter it must meet City of Raleigh standards for the meter and include a backflow device.
- b. Construction water for all Town of Wake Forest contract projects shall be billed by the City of Raleigh, Public Utilities Department.
- c. Contractors must furnish the following information for water usage.
- Meter location and project name.
  - Address where applicable and responsible party name.
  - Duration of use and frequency of meter reading.
- d. Contractors are to reference the City of Raleigh, Public Utilities Handbook, Part 10, entitled Construction Specifications for Water and Sewer Mains, for additional regulations applicable to construction water usage.

## BLASTING

SP (Kimley-Horn)

Prohibited.

## DUST CONTROL

SP (Kimley-Horn)

The Contractor shall, as directed by the Town or Authorized Representative provide adequate equipment and use other available means to control the dust during the term of this contract. Failure on the part of the Contractor to correct dust control problems as directed will result in the Town or Authorized Representative notifying the Contractor to comply with the contract provisions. In the event that the Contractor fails to begin such remedial action within 24 hours after receipt of such notice, the Town or Authorized Representative may proceed to have the work performed with other forces. The actual cost of the work so performed along with a 20% administrative fee will be deducted from monies due to the Contractor on his contract. Under adverse conditions, the Town or Authorized Representative may choose to suspend the Contractor's operations on the project until all dust control problems have been completed to his satisfaction. Such suspension will not justify an extension of contract time.

## OFF-SITE SEDIMENT CONTROL

SP (Kimley-Horn)

The Contractor shall provide adequate equipment and use other available means to control off-site sediment on immediately adjacent road surfaces. Any excess sediment, or mud, tracked from the project site shall be cleaned up immediately.

## PRE-CONSTRUCTION CONFERENCE

SP (Kimley-Horn)

A Pre-Construction Conference will be scheduled as soon as practical after the award of the Contract. The Contractor will be expected to attend the conference along with any anticipated major subcontractors and major material suppliers. A proposed progress schedule in a form satisfactory to the Engineer and a statement of the anticipated monthly progress payments showing the percent of progress each month shall be provided to the Town. The Contractor shall also provide at least two (2) local telephone numbers which may be used to contact the Contractor or his authorized representative in the event of an emergency after normal business hours. Upon receipt of the required documentation, a Notice to Proceed will be issued by the Engineer.

The Contractor is also required to have the prospective Field Superintendent attend the conference. Should the Field Superintendent change after the Pre-Construction Conference no work shall be allowed to proceed until a site meeting with the Engineer and the new Field Superintendent is completed.

#### CONSTRUCTION PROGRESS SCHEDULE AND MONTHLY MEETING SP (Kimley-Horn)

The Contractor shall provide, at the pre-construction conference, a completed progress schedule. The schedule shall be kept up to date and presented with each month's billing information and shall be made available at the monthly progress meetings and at other times as may be deemed necessary by the Town or Authorized Representative or his representative. The Contractor will be represented at Monthly Progress meetings during the construction of this project. The meetings will be held at the project site or in the Town offices, as determined by the Town.

#### PERSONNEL PARKING SP (Kimley-Horn)

All personnel involved with construction operations shall not park their personal vehicles within the right of way of the project limits for the duration of the construction project. The Contractor shall furnish a parking area that is located off the project limits. The Contractor shall be responsible for daily transportation of all employees to and from the provided parking area and the project site.

There will be no direct payment for the work covered by this provision. Payment at the contract unit prices for the various items in the contract will be full compensation for all work covered by this provision.

#### STORAGE AREA SP (Kimley-Horn)

The Town will allow the Contractor to install a temporary storage container in Joyner Park for storage and staging of signs and equipment during the construction phase. The exact location will be identified by the Town. The Contractor shall be responsible for providing the container and any security fencing or other supporting infrastructure associated with the storage area for this project.

There will be no direct payment for the work covered by this provision. Payment at the contract unit prices for the various items in the contract will be full compensation for all work covered by this provision.

#### COORDINATION WITH UTILITY COMPANIES SP (Kimley-Horn)

Utilities as shown on the plans are intended to represent general locations only. It shall be the responsibility of the Contractor, prior to construction, to contact appropriate utility owners and precisely locate utilities that could be affected by the proposed construction. If the utility belongs to the Town, the Contractor shall dig sample holes to uncover the utility. The digging of sample holes shall be coordinated with the Engineer who will determine the number of such holes and will schedule the Town to locate utility vertical and horizontal locations. There is no line item to pay for digging work. Work is considered incidental to other pay items.

The Contractor shall be responsible for repair of any damage to the utility as well as any other damage may be caused due to the disturbance of the Utility. The Contractor will not be permitted to submit any claims for delays caused by utility relocation and proposed utility construction.

The Contractor shall be responsible for coordinating concurrent construction directly with utility owner representatives. Coordination efforts and concurrent construction conflicts will be addressed and discussed during the pre-construction meeting. The Town at the time of pre-construction conference will provide names, addresses and telephone numbers of public and private utility owner representatives.

All underground utilities may have not been identified. The Contractor has to call NC One Call to identify underground utilities before starting any digging and/or excavation operation.

The Contractor shall be responsible for field verifying heights and locations of power lines and will be required to maintain the distance from the power lines in accordance with local, State and Federal Safety regulations.

## POWER LINE CLEARANCE

SP (OSHA)

Sections 1407-1411 Power Lines, Occupational Safety & Health Administration, US Department of Labor

**DANGER HIGH VOLTAGE:** Electrocutions caused by a crane, load, or load line contacting a power line have caused numerous fatalities. To prevent such accidents in the future, the standard contains detailed, systematic procedures that employers must follow when operating cranes near power lines. These procedures are designed to 1) prevent equipment from making electrical contact with power lines; and 2) protect workers in the event that such contact occurs.

**NOTE:** Special rules apply to work covered by 29 CFR, Subpart V, Power Transmission and Distribution. This Guide does not cover Subpart V work.

### THE FIRST STEP — COULD THE CRANE GET CLOSER THAN 20 FEET TO A POWER LINE?

Keeping a safe distance from power lines is the key to preventing power line accidents. Therefore, the first step you must take when planning to operate a crane on a site where a power line is present is to identify the crane's work zone and use that work zone to determine how close it could come to the power line. If you determine that no part of the crane, load, or load line could get closer than 20 feet to a power line, no further precautions are required. If the Initial plan for the crane's use changes during the project, you must reevaluate whether the equipment could get closer than 20 feet to the power line. **[Note:** If the line's voltage is over 350,000 volts, a 50-foot, rather than 20-foot, minimum clearance must be maintained. This Guide assumes that the voltage is less than 350,000 volts and uses the 20-foot clearance distanced. There are two ways to identify the work zone and use it to determine whether the equipment could get closer than 20 feet to the power line. First, if the equipment (crane, load, load line, or rigging) could not get closer than 20 feet to the line even if the crane is operated at its maximum working radius, the 20-foot requirement is satisfied. Alternatively, you may establish a work zone by establishing boundaries (using flags or a device such as a range limit device or range control warning device) that are more than 20 feet from the power line and prohibiting the operator from operating the equipment past those boundaries.

**ALTERNATIVE TO 20-FOOT CLEARANCE (TABLE A):** If you know the line's voltage, you may use the minimum clearance distance in Table A in lieu of 20 feet. Table A provides:

Voltage (nominal, kV, alternating current)	Minimum clearance distance (feet)
up to 50	10
over 50 to 200	15
over 200 to 350	20
over 350 to 500	25
over 500 to 750	35
over 750 to 1,000	45
over 1,000	(as established by the utility owner/ operator or registered professional engineer who is a qualified person with respect to electrical power transmission and distribution)

<p>Note: The value that follows "to" is up to and includes that value. For example, over 50 to 200 means up to and including 200kV.</p>	
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One way to determine the line's voltage is to ask the line's owner or operator. The utility must respond to such a voltage inquiry within two working days.

If you use Table A to determine the minimum clearance distance, you must determine whether any part of the crane, load, or load line could get closer than the Table A distance to a power line if the equipment is operated up to its maximum working radius in the work zone.

If you determine that part of the crane, load, or load line could come closer to the power line than the required minimum clearance distance (either 20 feet or the Table A clearance), you must either **deenergize and ground** the line or take specified steps to **maintain the required minimum clearance distance**. These options will *now* be discussed.

**DEENERGIZE AND GROUND:** Deenergizing and visibly grounding the line will protect against electrocution and avoid the need for additional precautions. However, the employer must rely on the power line's owner or operator to take these steps, and utilities are generally unwilling to deenergize their lines because doing so will cut off service to their customers. As a result, this precaution will usually not be available, **you must assume that all power lines are energized unless the utility owner/operator confirms that the power line has been and continues to be deenergized and the line is visibly grounded at the worksite.**

**STEPS YOU MUST TAKE TO MAINTAIN THE REQUIRED MINIMUM CLEARANCE DISTANCE:** You must take **all of** the following steps.

- Conduct a planning meeting with the crane operator and the other workers who will be in the area of the equipment or load to review the location of the power line(s), and the steps that will be implemented to prevent encroachment/electrocution.
- If tag lines are used, they must be non-conductive.
- Erect and maintain an elevated warning line, barricade, or line of signs equipped with flags or similar high-visibility markings at the minimum clearance distance. If the operator cannot see the elevated warning line, a dedicated spotter must be used to signal the operator that the crane is passing the marked line.

In addition, you must use at least **one** of the following precautions:

- A dedicated spotter (a worker whose only duty is to observe the clearance between the equipment and the line) who is in continuous contact with the operator.
- A proximity alarm set to give the operator sufficient warning to prevent encroachment.
- A device that automatically warns the operator when to stop movement, such as a range control warning device. Such a device must be set to give the operator sufficient warning to prevent encroachment.
- A device that automatically limits the crane's range of movement, set to prevent encroachment.
- An insulating link/device installed between the end of the load line and the load.

**If you use a dedicated spotter,** the dedicated spotter must be able to judge the distance between the equipment and the line and inform the operator if the equipment is getting too close to the line. Therefore, the spotter must:

- Be equipped with a visual aid (such as a clearly visible line painted on the ground or a clearly visible line of stanchions) to assist in identifying the minimum clearance distance.
- Be positioned to effectively gauge the clearance distance.

- Where necessary, use equipment that enables the spotter to communicate directly with the operator.
- Give timely information to the operator so that the required clearance distance can be maintained.
- Be trained to be able to perform his/her duties effectively.

**OPERATION BELOW POWER LINES GENERALLY PROHIBITED:** No part of the equipment, load line, or load (including rigging and lifting accessories) is allowed below a power line unless:

- the employer has confirmed that the utility owner/operator has deenergized and visibly grounded the power line at the worksite, **or**
- the highest point of the equipment's boom, even if completely extended and vertical, will be more than the required minimum distance from the power line.

**EMPLOYEE TRAINING:** If the equipment contacts a power line, death or injury may be avoided if the workers in and on the crane know and understand the steps they can take to protect themselves. In general, the crane operator and any other person on the crane will be safe as long as they remain on the crane. The greatest danger is faced by a person who simultaneously touches both the crane and the ground, but a person who is near, but not touching, the crane can also suffer electric shock. To ensure that employees have the information they need to protect themselves, you must train each operator and crew member assigned to work with the equipment on how to avoid electrocution in the event the equipment contacts a power line. Such training must include:

- Information regarding the danger of electrocution, if a person simultaneously touches the equipment and the ground.
- The importance to the operator's safety of remaining inside the cab except where there is an imminent danger of fire, explosion, or other emergency that necessitates leaving the cab.
- The safest means of evacuating from equipment that may be energized.
- The danger of the potentially energized zone around the equipment (step potential).
- The need for crew in the area to avoid approaching or touching the equipment and the load.
- Safe clearance distance from power lines.
- The limitations of an insulating link/device, proximity alarm, and range control (and similar) device, if used.
- How to properly ground equipment and the limitations of grounding.

**ASSEMBLING A CRANE NEAR A POWER LINE:** The precautions described above for crane operations must also be taken when assembling or disassembling a crane near a power line. Under no circumstances may a crane be assembled or disassembled beneath an energized power line.

**PRECAUTIONS FOR MOVING EQUIPMENT:** A crane traveling with a load must comply with the minimum clearance distance and associated precautions listed above. If the crane is traveling with no load, the following clearance distances must be maintained.

<b>Table T – Minimum Clearance Distances While Traveling With No Load</b>	
Voltage (nominal, kV, alternating current)	While Traveling – Minimum clearance distance (feet)
up to 0.75	4
over .75 to 50	6
over 50 to 345	10

over 345 to 750	16
over 750 to 1,000	20
over 1,000	(as established by the utility owner/operator or registered professional engineer who is a qualified person with respect to electrical power transmission and distribution)

In determining whether the equipment will maintain the required clearance distance, you must take into account the effects of speed and terrain on the equipment's movement (including movement of the boom/mast). In addition, if any part of the equipment can get closer than 20 feet to the line, you must use a dedicated spotter to observe the clearance and signal the operator in order to keep the required minimum clearance.

### LIMITED EXCEPTION TO MANDATORY MINIMUM CLEARANCE

In some circumstances, it is impossible to perform a required lift while staying the required minimum distance from a power line. The standard provides a limited exception for such circumstances that allows operations closer than the minimum distance. However, it requires additional precautions due to the extreme danger of operating so close to a power line.

Before using this exception, you must determine that specific work required to complete the project cannot be performed while maintaining the Table A clearance. In making this determination, you must consider whether an alternative method of performing the lift, such as repositioning the crane or the load, will enable you to maintain the required minimum distance. If you have decided that it is absolutely necessary to operate closer than the required minimum distance, you must consult the utility that owns or operates the line to determine whether it is feasible to deenergize and ground or relocate the line. Only if deenergizing/grounding or relocation is not feasible may you operate closer than the Table A distance to an energized line. In such a case, you must take the following precautions to protect workers:

**FIRST: DETERMINE AN ABSOLUTE MINIMUM CLEARANCE:** You must have the power line owner/operator or a registered professional engineer who is a qualified person with respect to electrical power transmission and distribution determine the minimum clearance distance that must be maintained to prevent electrical contact in light of the on-site conditions. The factors that must be considered in making this determination include, but are not limited to: conditions affecting atmospheric conductivity; time necessary to bring the equipment, load line, and load (including rigging and lifting accessories) to a complete stop; wind conditions; degree of sway in the power line; lighting conditions; and other conditions affecting the ability to prevent electrical contact.

**SECOND: HOLD A PLANNING MEETING:** You must hold a planning meeting with the utility owner/operator (or registered professional engineer who is a qualified person with respect to electrical power transmission and distribution) to determine the procedures that will be followed to prevent electrical contact and electrocution.

**THIRD: USE PROTECTIVE PROCEDURES:** The procedures required by the standard and any additional procedures developed at the planning meeting must be followed. The following procedures are required by the standard and **must be followed without exception:**

- If the power line is equipped with a device that automatically reenergizes the circuit in the event of a power line contact, before the work begins, the automatic reclosing feature of the circuit interrupting device must be made inoperative if the design of the device permits.
- A dedicated spotter who is in continuous contact with the operator must be used to ensure that the equipment does not breach the minimum clearance. The requirements for a dedicated spotter are discussed above.
- An elevated warning line, or barricade (not attached to the crane), in view of the operator (either directly or through video equipment), equipped with flags or similar high-visibility markings, must be erected.

- An insulating link/device must be installed at a point between the end of the load line (or below) and the load. (NOTE: certain safety procedures or devices may be substituted for a Nationally Recognized Testing Laboratory-approved insulating link during an interim time period. Refer to section 1926.1410(d)(4)(iv) and (v) of the standard for details)
- All employees who may come in contact with the equipment, the load line, or the load (except operators located on the equipment) must be insulated or guarded from the equipment, the load line, and the load by wearing insulating gloves rated for the voltage involved or using another effective means of insulating them from the equipment.
- Nonconductive rigging must be used.
- If the equipment is equipped with a device that automatically limits range of movement, it must be used and set to prevent any part of the equipment, load line, or load (including rigging and lifting accessories) from breaching the minimum approach distance.
- Any tag line that is used must be of the nonconductive type.
- Barricades forming a perimeter at least 10 feet away from the equipment must be erected to prevent unauthorized personnel from entering the work area. In areas where obstacles prevent the barricade from being at least 10 feet away, the barricade must be as far from the equipment as feasible.
- Workers other than the operator must be prohibited from touching the load line above the insulating link/device and crane. The operator is excluded from this requirement because, while on the equipment, the operator is, in effect, touching the load line above the insulating link/device. However, if the operator is remotely operating the equipment from the ground, he/she must use either wireless controls that isolate the operator from the equipment or insulating mats that insulate the operator from the ground.
- Only personnel essential to the operation are permitted in the area of the crane and load.
- The equipment must be properly grounded.
- Insulating line hose or cover-up must be installed by the utility owner/operator except where such devices are unavailable for the line voltages involved.
- Each operator and crew member assigned to work with the equipment must be trained in the topics listed earlier in this section.

**FOURTH: APPOINT A PROJECT DIRECTOR:** You, along with the utility owner/operator (or registered professional engineer) and all other employers involved in the work, must identify one person who will direct the implementation of the procedures. That person must have the authority to stop work at any time to ensure safety.

**FIFTH: RECONSIDER YOUR PLAN IF A PROBLEM ARISES:** The danger of operating a crane close to a power line cannot be overemphasized. Procedures that may appear adequate at the beginning of a job may not be adequate in practice. For example, If electricity arcs from the line to the equipment, whatever precautions are being taken are not sufficient. Therefore, if there is any indication that the procedures being followed are inadequate to protect workers, you must safely stop operations and either develop new, more protective procedures or have the utility owner/operator de-energize and visibly ground or relocate the power line before resuming work.

**WAYFINDING SIGNAGE – ENTRANCE STYLE**

PSP (Kimley-Horn)

**DESCRIPTION**

This item consists of the fabrication and installation of custom wayfinding signage.

Refer to the Town of Wake Forest Parks, Recreation & Cultural Resources *A Comprehensive Wayfinding Plan for Parks and Greenways Design Workbook* for complete descriptions and details of all wayfinding sign types. Fabrication and installation shall be in complete accordance with the *Design Workbook*. Wayfinding signage shall be installed in the locations as designated in the Town of Wake Forest Parks, Recreation & Cultural Resources *A Comprehensive Wayfinding Plan for Parks and Greenways – Phase I, Bid Documents*.

**RELATED SPECIAL PROVISIONS**

Please see the following:

- Wayfinding Signage – Panel Style
- Wayfinding Signage – Marker Style
- Stone Masonry

**QUALITY ASSURANCE**

The Contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and materials and techniques specified. All custom components shall be obtained from a single fabricator with experience in signage of a similar style and resources to provide components of consistent quality in appearance and physical properties.

All integral color concrete components shall be wet-cast offsite in a controlled environment by a certified precast concrete manufacturer. Color shall be dark gray brown and shall remain uniform thorough all signage types and applications. Color pigment shall be manufactured by Davis Colors or L.M. Scofield Company. Finish shall be smooth. Top of caps and ledges shall be sloped slightly to provide positive drainage (one quarter inch (1/4”) per foot). All edges and corners shall be beveled (one half inch (1/2”). Caps and ledges shall come in lengths no less than three feet (3’) long. Caps and ledges shall be installed using hot-dipped galvanized steel dowels (one per each foot) and mortar. The color of all mortar shall match concrete color (dark gray brown).

All vinyl, including reflective and opaque, shall be 3M brand. Vinyl shall be a minimum thickness of 3 mils (0.076 mm) and include commercial grade, pressure-sensitive adhesive backing suitable for exterior applications. All vinyl characters shall be die-cut. Reflective vinyl shall have an Engineer Grade performance level.

All hardware (nuts, bolts, screw, fasteners, etc.) shall be hot-dipped galvanized steel, concealed, and tamper-proof.

All perforated metal used for the tree on the face of the park entrance sign shall be 0.25” thick aluminum with a Class I anodized finish as defined by the Aluminum Association. Aluminum shall be designated anodizing quality aluminum. Color to be silver to gray and shall resemble natural aluminum. Perforated metal shall be stud mounted.

All sign cabinets shall be powder-coated aluminum. All holes needed for installation shall be predrilled in sign cabinets prior to powder-coating. Fabricator to provide accessible panel along top of cabinet and venting as necessary. Aluminum shall have at least the strength and durability properties of Alloy 5005-H32.

All structural components, including (but not limited to) concrete footings and internal supports, shall be designed by a structural engineer licensed in the State of North Carolina.

Park Entrance Signs (E1) shall include internal lighting as specified in the *Phase I, Bid Documents*. Light fixture to be a professional grade LED fixture rated for use outdoors. Color temperature shall be in the range of 4000 K. Light shall evenly distribute through the entire panel. Housing shall be resistant to corrosion. All related wiring shall be concealed. The park name should use 5” tall, 1” deep prismatic HDU letters. Letters should be spaced off

of the 0.125” aluminum raised panel and should be illuminated through cutouts. Cutouts should be backed with white translucent acrylic.

Any existing signage being replaced (including the entrance sign at E. Carroll Joyner Park) shall be carefully removed to avoid damage to sign and surrounding elements. Any materials damaged during removal, including (but not limited to) asphalt, concrete, landscape plantings, site furniture, utilities, etc., shall be replaced and / or repaired by the Contractor at no further expense to the Client.

No flatwork or hardscape repair is anticipated unless existing flatwork or hardscape is damaged during construction. The contractor is required to video the project site in its entirety before construction begins to document existing site conditions. See the special provisions (SP – 3, “Videotape and Photographs of Project Site”) for more information.

**SUBMITTALS**

The Contractor shall submit samples and / or mockups to be approved by the Project Landscape Architect (prior to fabrication and installation) of each of the following:

- Powder-coat Colors
- Vinyl Colors
- Digital Graphics / Artwork
- Integral Color Concrete - The Contractor shall build a 2’-0” by 2’-0” (minimum) mockup to demonstrate typical texture, surface finish, color, and standard of workmanship of integral color concrete.
- Perforated Metal

The Contractor shall submit detailed shop drawings designed and sealed by a structural engineer licensed in the State of North Carolina to be approved by the Project Landscape Architect (prior to fabrication and installation) for each of the following signs:

- Park Entrance Sign (E1)
- Entrance Sign (E2)

**DELIVERY, STORAGE, & HANDLING**

Upon receipt at the job site, all materials shall be checked to ensure that no damage occurred during shipping or handling. Materials shall be stored at a secure location in original undamaged packages and containers until ready for installation to protect against damage, weather, vandalism, and theft.

**WARRANTY**

The Contractor shall provide a one year warranty against defects in materials, installation, or workmanship. This warranty period shall begin at substantial completion of the project.

**MEASUREMENT & PAYMENT**

The quantity of *Wayfinding Signage – Monument Style* will be paid for per each sign placed and accepted. The unit price will include all materials, fabrication, shipping, excavation, hardware, fasteners, concrete, lighting, electrical connections, stone, and all other incidentals required to complete the installation.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Park Entrance Sign (E1) .....	Each
Entrance Sign (E2).....	Each
Existing Signs to be Removed, Salvaged, & Returned to the Town.....	Each

Existing E. Carroll Joyner Park Entrance Sign to be Removed, Salvaged, & Returned to the Town..... Each

**WAYFINDING SIGNAGE – MARKER STYLE**

PSP (Kimley-Horn)

**DESCRIPTION**

This item consists of the fabrication and installation of custom wayfinding signage.

Refer to the Town of Wake Forest Parks, Recreation & Cultural Resources *A Comprehensive Wayfinding Plan for Parks and Greenways Design Workbook* for complete descriptions and details of all wayfinding sign types. Fabrication and installation shall be in complete accordance with the *Design Workbook*. Wayfinding signage shall be installed in the locations as designated in the Town of Wake Forest Parks, Recreation & Cultural Resources *A Comprehensive Wayfinding Plan for Parks and Greenways – Phase I, Bid Documents*.

**RELATED SPECIAL PROVISIONS**

Please see the following:

- Wayfinding Signage – Panel Style
- Wayfinding Signage – Monument Style
- Stone Masonry

**QUALITY ASSURANCE**

The Contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and materials and techniques specified. All custom components shall be obtained from a single fabricator with experience in signage of a similar style and resources to provide components of consistent quality in appearance and physical properties.

All integral color concrete components shall be wet-cast offsite in a controlled environment by a certified precast concrete manufacturer. Color shall be dark gray brown and shall remain uniform thorough all signage types and applications. Color pigment shall be manufactured by Davis Colors or L.M. Scofield Company. Finish shall be smooth or sandblasted as noted in the *Design Workbook* and shall be consistent throughout each sign type. Color variation or striping found in the Mileage Marker (MM2) to be achieved by sandblasting to expose aggregate. All edges and corners shall be beveled (one half inch (1/2")).

Signs shall be installed using cast-in-place concrete footings. Concrete shall reach a minimum of 3,000 PSI after 28 days. Concrete footings shall be a minimum of twelve inches (12") below grade. Footing dimensions for the Mileage Marker (MM1) shall be a minimum of twenty-four inches (24") in width, twenty-four inches (24") in depth, and twelve inches (12") in height. Footing dimensions for the Mileage Marker (MM2) shall be a minimum of eighteen inches (18") in width, eighteen inches (18") in depth, and twelve inches (12") in height. If threaded rods and / or dowels are necessary for installation, they shall be cast in the footing. All threaded rods and dowels shall be hot-dipped galvanized steel.

Cast-in-place concrete footings shall be mixed using the following standards:

- Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Furnish batch certificates for each batch discharged and used in the Work. When air temperature is between 85 and 90 degrees Fahrenheit, reduce mixing and delivery time from 1 ½ hours to 75 minutes; when air temperature is above 90 degrees Fahrenheit, reduce mixing and delivery time to 60 minutes.
- Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer. For concrete batches of 1 cubic yard or smaller, continue mixing at least 1 ½ minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released. For concrete batches larger than 1 cubic yard, increase mixing time by 15 seconds for each additional 1 cubic yard. Provide batch ticket for each batch discharged and use in the Work, indicating Project identification name and number, date, mixture type, mixing time, quantity, and amount of water added.

All vinyl, including reflective and opaque, shall be 3M brand. Vinyl shall be a minimum thickness of 3 mils (0.076 mm) and include commercial grade, pressure-sensitive adhesive backing suitable for exterior applications. All vinyl characters shall be die-cut. Reflective vinyl shall have an Engineer Grade performance level.

All hardware (nuts, bolts, screw, fasteners, etc.) shall be hot-dipped galvanized steel, concealed, and tamper-proof.

All sign cabinets shall be powder-coated aluminum. All holes needed for installation shall be predrilled in sign cabinets prior to powder-coating. When appropriate, cabinet shall be flush with adjacent material (integral color concrete or natural stone veneer). Aluminum shall have at least the strength and durability properties of Alloy 5005-H32.

Any existing signage being replaced shall be carefully removed to avoid damage to sign and surrounding elements. Any materials damaged during removal, including (but not limited to) asphalt, concrete, landscape plantings, site furniture, utilities, etc., shall be replaced and / or repaired by the Contractor at no further expense to the Client.

No flatwork or hardscape repair is anticipated unless existing flatwork or hardscape is damaged during construction. The contractor is required to video the project site in its entirety before construction begins to document existing site conditions. See the special provisions (SP – 3, “Videotape and Photographs of Project Site”) for more information.

### **SUBMITTALS**

The Contractor shall submit samples and / or mockups to be approved by the Project Landscape Architect (prior to fabrication and installation) of each of the following:

- Powder-coat Colors
- Vinyl Colors
- Digital Graphics / Artwork
- Tamper-proof Hardware
- Mileage Marker (MM2) – The Contractor shall build a full size mockup to demonstrate typical construction techniques and texture, surface finish, and color of integral color concrete.

The Contractor shall submit detailed shop drawings to be approved by the Project Landscape Architect (prior to fabrication and installation) for each of the following signs:

- Mileage Marker (MM1)
- Mileage Marker (MM2)
- Mileage Marker (MM3)
- Trailhead Marker (E3)

### **DELIVERY, STORAGE, & HANDLING**

Upon receipt at the job site, all materials shall be checked to ensure that no damage occurred during shipping or handling. Materials shall be stored at a secure location in original undamaged packages and containers until ready for installation to protect against damage, weather, vandalism, and theft.

### **WARRANTY**

The Contractor shall provide a one year warranty against defects in materials, installation, or workmanship. This warranty period shall begin at substantial completion of the project.

### **MEASUREMENT & PAYMENT**

The quantity of *Wayfinding Signage – Marker Style* will be paid for per each sign placed and accepted. The unit price will include all materials, fabrication, shipping, excavation, hardware, fasteners, concrete, stone, and all other incidentals required to complete the installation.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Mileage Marker (MM1).....	Each
Mileage Marker (MM2).....	Each
Mileage Marker (MM3).....	Each
Trailhead Marker (E3).....	Each

**WAYFINDING SIGNAGE – PANEL STYLE**

PSP (Kimley-Horn)

**DESCRIPTION**

This item consists of the fabrication and installation of custom wayfinding signage.

Refer to the Town of Wake Forest Parks, Recreation & Cultural Resources *A Comprehensive Wayfinding Plan for Parks and Greenways Design Workbook* for complete descriptions and details of all wayfinding sign types. Fabrication and installation shall be in complete accordance with the *Design Workbook*. Wayfinding signage shall be installed in the locations as designated in the Town of Wake Forest Parks, Recreation & Cultural Resources *A Comprehensive Wayfinding Plan for Parks and Greenways – Phase I, Bid Documents*.

**RELATED SPECIAL PROVISIONS**

Please see the following:

- Wayfinding Signage – Marker Style
- Wayfinding Signage – Monument Style

**QUALITY ASSURANCE**

The Contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and materials and techniques specified. All sign posts and panels associated with the sign types listed below shall be fabricated by Correction Enterprises, located at 2020 Yonkers Road, Raleigh, North Carolina, 27604. Please contact Anthony Dismuke for assistance at (919) 716-3600. Note that the cost of delivery for all sign posts and panels fabricated by Correction Enterprises is included in the provided unit cost.

Sign Types:

- Amenity I.D. Sign (A1)
- Amenity I.D. Sign (A2)
- Amenity I.D. Sign (A3)
- Amenity I.D. Sign (A4)
- Amenity I.D. Sign (A5)
- Directional Sign (D1)
- Rules & Regulations Sign (R1)
- Dog Park Rules & Regulations Sign (R2)
- Rules & Regulations Sign (R3) – *not included as part of Phase I*
- Regulatory Sign (R4)
- Stop & No Motor Vehicles Sign (G1 & G2)
- Banner Sign (B1)
- Emergency Sign (EM1)
- Clearance Warning Sign (W1)
- Slippery Warning Sign (W2)
- Donor Sign (F1) – *not included as part of Phase I*
- Emergency Sign (EM2)

Signs shall be installed using cast-in-place concrete footings. Concrete shall reach a minimum of 3,000 PSI after 28 days. Concrete footings shall be a minimum of four inches (4”) below grade to allow for concrete paver installation. Footing dimensions for two inch (2”) by two inch (2”) posts shall be a minimum of eight inches (8”) in diameter and thirty-six inches (36”) in height. Footing dimensions for three inch (3”) by three inch (3”) posts shall be a minimum of twelve inches (12”) in diameter and thirty-six inches (36”) in height. Footing dimensions for three inch (3”) by eight inch (8”) posts shall be a minimum of sixteen inches (16”) in diameter and thirty-six inches (36”) in height.

Cast-in-place concrete footings shall be mixed using the following standards:

- Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Furnish batch certificates for each batch discharged and used in the Work. When air temperature is between 85 and 90 degrees Fahrenheit, reduce mixing and delivery time from 1 ½ hours to 75 minutes; when air temperature is above 90 degrees Fahrenheit, reduce mixing and delivery time to 60 minutes.
- Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer. For concrete batches of 1 cubic yard or smaller, continue mixing at least 1 ½ minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released. For concrete batches larger than 1 cubic yard, increase mixing time by 15 seconds for each additional 1 cubic yard. Provide batch ticket for each batch discharged and use in the Work, indicating Project identification name and number, date, mixture type, mixing time, quantity, and amount of water added.

All vinyl, including reflective and opaque, shall be 3M brand. Vinyl shall be a minimum thickness of 3 mils (0.076 mm) and include commercial grade, pressure-sensitive adhesive backing suitable for exterior applications. All vinyl characters shall be die-cut. Reflective vinyl shall have an Engineer Grade performance level.

All digital graphics and artwork to be printed on commercial grade material suitable for exterior applications. Digital graphics and artwork shall be crisp and clear. All colors used shall match colors specified in the *Design Workbook*, Section A.

All hardware (nuts, bolts, screw, fasteners, etc.) shall be hot-dipped galvanized steel and tamper-proof. All bolts shall be 3/8" internal hex socket cap manufactured by Crown Bolt (or approved equal). Bolts used on two inch (2") by two inch (2") posts shall be three inches (3") in length and cut (if needed) to the appropriate length to achieve a clean finish. Bolts used on three inch (3") by three inch (3") posts shall be three inches (4") in length and cut (if needed) to the appropriate length to achieve a clean finish. Bolts used on three inch (3") by eight inch (8") posts shall be three inches (4") in length and cut (if needed) to the appropriate length to achieve a clean finish. All bolts, regardless of size, shall be installed with a fender washer, lock washer, and tamper-proof nut manufactured by Tanner (or approved equal).

All sign panels shall be powder-coated aluminum, front and back. All holes needed for installation shall be predrilled in sign panels prior to powder-coating. Most sign panel aluminum shall have at least the strength and durability properties of Alloy 5005-H32 and shall be a minimum of 6.35 mm in thickness. Directional Sign (D1) aluminum shall have at least the strength and durability properties of Alloy 5005-H32 and shall be a minimum of 12.7 mm in thickness. All sign panels shall have eased edges.

All sign posts shall be powder-coated aluminum.

All sign posts shall be powder-coated aluminum. Aluminum shall have at least the strength and durability properties of Alloy 5005-H32 and shall be a minimum of 6.35 mm in thickness. All sign posts shall be square (2" x 2" or 3" x 3"), rectangular (8" x 3"), or circular (3" diameter) in shape.

Post caps shall be powder-coated aluminum. Aluminum shall have at least the strength and durability properties of Alloy 5005-H32 and shall be a minimum of 6.35 mm in thickness. The top of all posts shall be finished with a post cap.

All laminate sign panels shall be ½" thick high pressure laminate. Panels shall include threaded inserts in the back of the panel for installation purposes.

Any existing signage being replaced shall be carefully removed to avoid damage to sign and surrounding elements. Any materials damaged during removal, including (but not limited to) asphalt, concrete, landscape plantings, site furniture, utilities, etc., shall be replaced and / or repaired by the Contractor at no further expense to the Client.

No flatwork or hardscape repair is anticipated unless existing flatwork or hardscape is damaged during construction. The contractor is required to video the project site in its entirety before construction begins to document existing site conditions. See the special provisions (SP – 3, “Videotape and Photographs of Project Site”) for more information.

**SUBMITTALS**

The Contractor shall submit samples and / or mockups to be approved by the Project Landscape Architect (prior to fabrication and installation) of each of the following:

- Powdercoat Colors
- Vinyl Colors
- Digital Graphics / Artwork (Including E. Carroll Joyner Loop Trail Wayfinding Symbols)

The Contractor shall submit detailed shop drawings to be approved by the Project Landscape Architect (prior to fabrication and installation) for each of the following signs:

- Interpretive Sign (L1)
- Information Sign (I1)
- Directional Sign (D1)

**DELIVERY, STORAGE, & HANDLING**

Upon receipt at the job site, all materials shall be checked to ensure that no damage occurred during shipping or handling. Materials shall be stored at a secure location in original undamaged packages and containers until ready for installation to protect against damage, weather, vandalism, and theft.

Note that the cost of delivery for all sign posts and panels fabricated by Correction Enterprises is included in the provided unit cost.

**WARRANTY**

The Contractor shall provide a one year warranty against defects in materials, installation, or workmanship. This warranty period shall begin at substantial completion of the project.

**MEASUREMENT & PAYMENT**

The quantity of *Wayfinding Signage – Panel Style* will be paid for per each sign placed and accepted. The unit price will include all materials, fabrication, shipping, excavation, hardware, fasteners, concrete, and all other incidentals required to complete the installation.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Amenity I.D. Sign (A1) .....	Each
Amenity I.D. Sign (A2) .....	Each
Amenity I.D. Sign (A3) .....	Each
Amenity I.D. Sign (A4) .....	Each
Amenity I.D. Sign (A5) .....	Each
Directional Sign (D1) .....	Each
Rules & Regulations Sign (R1) .....	Each
Rules & Regulations Sign (R2) .....	Each

Rules & Regulations Sign (R3) .....	Each
Regulatory Sign (R4).....	Each
Information Sign (I1).....	Each
Interpretive Sign (L1) .....	Each
Stop & No Motor Vehicles (G1 & G2).....	Each
Banner Sign (B1).....	Each
Emergency Sign (EM1).....	Each
Clearance Warning Sign (W1).....	Each
Slippery Warning Sign (W2).....	Each
Donor Sign (D1) .....	Each
Existing Signs to be Removed, Salvaged, & Returned to the Town.....	Each

**CONCRETE PAVERS**

PSP (Kimley-Horn)

**DESCRIPTION**

This item consists of installation of concrete unit pavers surrounding designated signage.

Refer to the Town of Wake Forest Parks, Recreation & Cultural Resources *A Comprehensive Wayfinding Plan for Parks and Greenways Design Workbook*, Section C, for complete descriptions and details of all concrete unit pavers and related items.

**QUALITY ASSURANCE**

The Contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and materials and techniques specified.

All concrete unit pavers shall be Antika, manufactured by Techo-Bloc. Color shall be shale grey. Paver joints shall be sand swept with commercial grade polymeric sand.

All plastic paver edge restraint to be 1329 Edgepro One – 15’ Bundled, manufactured by Edgepro. Color shall be black. Edge restraint shall be installed per manufacturer’s specifications using 10” spiral galvanized steel spikes.

A concrete paver sign surround is required on all signs unless noted otherwise in the *Phase I, Bid Documents*.

**SUBMITTALS**

The Contractor shall submit samples to be approved by the Project Landscape Architect (prior to installation) of each of the following:

- Plastic Paver Edge Restraint
- Concrete Pavers
- 10” Spiral Galvanized Steel Spike

**DELIVERY, STORAGE, & HANDLING**

Upon receipt at the job site, all materials shall be checked to ensure that no damage occurred during shipping or handling. Materials shall be stored at a secure location in original undamaged packages and containers until ready for installation to protect against damage, weather, vandalism, and theft.

**WARRANTY**

The Contractor shall provide a one year warranty against defects in materials, installation, or workmanship. This warranty period shall begin at substantial completion of the project.

**MEASUREMENT & PAYMENT**

The quantity of *Concrete Pavers* will be paid for per square foot of pavers placed and accepted. The unit price will include all materials, shipping, labor, excavation, and all other incidentals required to complete the installation.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Concrete Paver Single Posted Sign Surround on Greenway.....	Square Foot
Concrete Paver Double Posted Sign Surround on Greenway .....	Square Foot
Concrete Paver Single Posted Sign Surround on Sidewalk .....	Square Foot
Concrete Paver Double Posted Sign Surround on Sidewalk.....	Square Foot

**STONE MASONRY**

PSP (Kimley-Horn)

**DESCRIPTION**

This item consists of selection and installation of stone masonry found on select signage.

Refer to the Town of Wake Forest Parks, Recreation & Cultural Resources *A Comprehensive Wayfinding Plan for Parks and Greenways Design Workbook* for additional information.

**RELATED SPECIAL PROVISIONS**

Please see the following:

- Wayfinding Signage – Monument Style
- Wayfinding Signage – Marker Style

**QUALITY ASSURANCE**

The Contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and materials and techniques specified.

All ledge stone must be natural and sourced from a single quarry. Stone pieces smaller than 5” in depth, 2” in width, and 1” in height will be rejected. Stone color range shall be in the dark brown to gray range and shall compliment the field stone and integral color concrete. All stone shall be installed in a dry stack nature with no exposed mortar joints. Mortar bed shall be one inch (1”) minimum. Ledge stone shall be laid in horizontal coursings when installed.

All field stone must be natural and sourced from a single quarry. Stone pieces smaller than 5” in depth, 2” in width, and 2” in height will be rejected. Stone color range shall be in the dark brown to gray range and shall compliment the ledge stone and integral color concrete. All stone shall be installed in a dry stack nature with no exposed mortar joints. Mortar bed shall be one inch (1”) minimum. Field stone must resemble a random rectangular pattern when installed.

**SUBMITTALS**

The Contractor shall submit mockups to be approved by the Project Landscape Architect (prior to fabrication and installation) of each of the following:

- Natural Ledge Stone (18” x 18”)
- Natural Field Stone (18” x 18”)

**DELIVERY, STORAGE, & HANDLING**

Upon receipt at the job site, all materials shall be checked to ensure that no damage occurred during shipping or handling. Materials shall be stored at a secure location in original undamaged packages and containers until ready for installation to protect against damage, weather, vandalism, and theft.

**WARRANTY**

The Contractor shall provide a one year warranty against defects in materials, installation, or workmanship. This warranty period shall begin at substantial completion of the project.

**MEASUREMENT & PAYMENT**

The quantity of *Stone Masonry* is incidental to related project special provisions.

Payment will be made under Wayfinding – Monument Style and Wayfinding – Marker Style.

## **APPENDIX A, Geotechnical Report**

No Geotechnical investigations or reports are available for the Project.



**NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY  
CORRECTION ENTERPRISES**

**POLICY AND PROCEDURE  
SALES TO PRIVATE CONTRACTORS UNDER CONTRACT WITH A PUBLIC AGENCY**

**PURPOSE**

The purpose of this policy is to establish uniform procedures for selling Correction Enterprises products to private contractors under contract with a public agency.

Authorization to sell Correction Enterprises products to private contractors was granted on July 18, 2013. The Section of Correction Enterprises of the Division of Adult Correction and Juvenile Justice is empowered and authorized to market and sell products and services produced by Correction Enterprises to: private contractors when the goods purchased will be used to perform work under a contract with a public agency. Reference G.S. 148-132 (6).

**DEFINITIONS**

1. Contract – An agreement to perform a particular task to benefit the community at large that is financed by government funds. Could take the form of a purchase order or a specific contract document.
2. Private Contractor – Any business or person under contract to perform work or provide a service with a public agency.
3. Public Agency – Any government funded agency.

**PRODUCTS**

Most products manufactured by Correction Enterprises are available for sale to private contractors.

As a standard practice, the following products are not available for sale to private contractors unless approval is granted by the Director or his/her designee:

1. Raw materials
2. Food Products
3. Laundry Services
4. Eyeglasses
5. Mattresses
6. Oil Products
7. Textbooks
8. Labor Services (except installation of purchased product)
9. Moving Services

10. Retail Sale Items (Stock Items maintained at Correction Enterprises Administration available for State Employee Sales only).
11. Distribution Services
12. Any product that is proprietary to a State Agency (Unless in the contract specifications)

Correction Enterprises has the right to refuse any order.

### **ELIGIBILITY VERIFICATION**

All private contractors shall be required to complete a Credit Application prior to completing their first transaction with Correction Enterprises. A Credit Application may be subject to a credit and/or reference check.

All private contractors shall be required to complete a Contractor Product Use Certification form prior to every purchase from Correction Enterprises. The contractor must provide required project information and affirm that all products purchased from Correction Enterprises will be used to perform work on a public agency project.

Production on a private contractor order may not commence until the Contractor Product Use Certification form has been received.

Forms shall be available through Customer Service and on the Website.

### **TRACKING AND MONITORING**

All Business Information Data System (BIDS) orders for private contractors shall be tracked through an agency code entitled "Contractor" indicating a sale to an eligible private contractor.

### **PRICING**

Products purchased by contractors shall follow Correction Enterprises standard pricing policies.

### **RE-SELLING**

Re-selling of Correction Enterprises products by private contractor is prohibited. Violation of this policy will result in forfeiture of ability to purchase from Correction Enterprises.

### **PACKAGING/SHIPPING/PICK-UP SERVICES**

1. All products must be sold per standard quantity as indicated in the BIDS system, i.e. each box or case.
2. Minimum quantities as defined in the BIDS system shall apply.
3. Orders shall be shipped via Correction Enterprises truck, UPS Ground or common carrier. Shipping charges shall apply.

## **WARRANTY/CANCELLATION**

1. The standard warranty and cancellation policy for all Correction Enterprises products applies to products purchased by private contractors.
2. The product warranty shall apply to the private contractor, not the end user.

## **RETURNS**

Unless due to Correction Enterprises error, no materials are to be returned or credit allowed without Correction Enterprises authorization. Authorized returns of stock or non-stock items in good condition are credited at invoice price less 20% to cover handling and restocking expenses. Special ordered, custom merchandise may not be returned.

## **PAYMENT METHODS**

1. All private contractor billings shall be Net 30.
2. Progress billings may be established for large contraction projects.
3. There shall be no pre-bills for private contractor purchases.
4. Payment must be made via Mastercard, Visa, money order, certified funds or personal check made payable to "NC Correction Enterprises." Cash payments shall not be accepted.
5. Customer Service Representatives/Sales Representatives are prohibited from taking credit card information over the phone, fax or mail.
6. Private contractors shall be charged tax and delivery fees where applicable.

## **COLLECTIONS**

1. Collections shall be handled through Correction Enterprises Accounting.
2. A \$25 fee shall be charged for all checks returned due to Insufficient Funds.
3. BIDS shall be flagged to notify Customer Service when entering an order for a private contractor if the customer has a past due balance (over 120 days), a returned check or a rejected credit card.
4. If a private contractor has had two or more returned checks, he will be required to pay any remaining balance or future invoices with certified funds or a credit card.

## **TERMS AND CONDITIONS**

The following terms and conditions shall be indicated on the contractor Credit Application:

1. Products purchased from Correction Enterprises are restricted for use on public projects. Contractors are required to sign the Contractor Product Use Certification form prior to all purchases.
2. Failure to use product on a public agency project will result in forfeiture of ability to purchase from Correction Enterprises.
3. A \$25.00 NSF Fee will be applied for all return checks.

4. Correction Enterprises has the right to refuse any order for any reason.
5. All sales are subject to applicable North Carolina Sales Tax laws.
6. Delivery – All delivery is FOB Shipment. The delivery shall be made at the project site or contractors' place of business. The risk of loss shall pass to the private contractor upon delivery of the goods should the private contractor not be present to accept delivery.
7. Inspection – The private contractor has the right to inspect the goods upon arrival. The private contractor's inspection rights shall expire within 24 hours after the arrival of the goods at the delivery destination. A failure to make inspection within that time shall waive notice of any defect which reasonable inspection would have revealed.
8. Materials Returned – Unless due to Correction Enterprises' error, no materials are to be returned or credit allowed without Correction Enterprises' authorization. Authorized returns of stock, non-stock items in good condition are credited at invoice price less than 20% to cover handling and restocking expenses. Special ordered, custom merchandise may not be returned.
9. Warranty – The standard warranty and cancellation policy for all Correction Enterprises products applies to products purchased by private contractors. The product warranty shall apply to the private contractor, not the end user.



NC Correction Enterprises  
2020 Yonkers Road, MSC 4240  
Raleigh, NC 27699-4240  
Phone (919)716-3600  
Fax (919)716-3974

Appendix C  
**Credit Application**

Date \_\_\_\_\_

**Customer and Billing Information**

Business Name \_\_\_\_\_ Federal Tax I.D. # \_\_\_\_\_

Type of Business \_\_\_\_\_

Billing Address \_\_\_\_\_

Shipping Address \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Web Page \_\_\_\_\_

Date Business Started \_\_\_\_\_ Is your company a: ( ) Corporation ( ) Partnership ( ) Sole proprietorship

**Accounts Payable/Purchasing Contact**

Name \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Email \_\_\_\_\_

**Names of Officers/Owners**

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

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

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

**Banking Information**

Bank Reference \_\_\_\_\_ Account # \_\_\_\_\_

Address \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**Trade References (include complete mailing address and fax numbers)**

Name \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address \_\_\_\_\_

*I understand that the above information is given for the purpose of obtaining credit and I certify that, to the best of my knowledge, the above information is complete and accurate as of the date of this application. I hereby authorize NC Department of Public Safety to investigate the references listed pertaining to our credit and financial responsibility. Signature attests financial responsibility, ability and willingness to pay invoice within terms of Net 30 Days.*

\_\_\_\_\_  
*Authorized Owner/Officer Signature*

\_\_\_\_\_  
*Date*

**Correction Enterprises Contractor Sales Terms and Conditions:**

1. PRODUCTS PURCHASED FROM NC CORRECTION ENTERPRISES ARE RESTRICTED FOR USE ON PUBLIC PROJECTS. Contractors are required to sign the CONTRACTOR PRODUCT USE CERTIFICATION form prior to all purchases.
2. Failure to use product on a public agency project will result in forfeiture of ability to purchase from Correction Enterprises.
3. A \$25.00 NSF Fee will be applied for all returned checks.
4. Correction Enterprises has the right to refuse any order for any reason.
5. All sales are subject to applicable North Carolina State Tax laws.
6. Delivery – Shall be made at the project site or contractors place of business. The risk of loss shall pass to the Contractor upon delivery of the goods should the Contractor not be present to accept delivery. Delivery charges may apply.
7. Inspection - Contractor has the right to inspect the goods upon arrival. Contractor's inspection rights shall expire 24 hours after the arrival of the goods at the delivery destination. A failure to make inspection within that time shall waive notice of any defect which reasonable inspection would have revealed.
8. Materials Returned – Unless due to Correction Enterprises error, no materials are to be returned or credit allowed without Correction Enterprises authorization. Authorized returns of stock, non-stock items in good condition are credited at invoice price less 20% to cover handling and restocking expenses. Special ordered, custom merchandise may not be returned.
9. Warranty – The standard warranty and cancellation policy for all Correction Enterprises products applies to products purchased by private contractors. The product warranty shall apply to the private contractor, not the end user.

**APPENDIX D, BID FORM**

Wayfinding Signage for Parks and Greenways, Phase 1

August 24, 2016

Bid Documents

PAY ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	LABOR & INCIDENTALS ONLY	TOTAL
<b>SMITH CREEK GREENWAY</b>						
1	ENTRANCE SIGN (E2)	EA	2		<del>                    </del>	
2	DIRECTIONAL SIGN (D1)	EA	2	\$464.38		
3	RULES & REGULATIONS SIGN (R1)	EA	2	\$654.59		
4	INFORMATION SIGN (I1)	EA	1		<del>                    </del>	
5	MILEAGE MARKER (MM2)	EA	3		<del>                    </del>	
6	MILEAGE MARKER (MM3)	EA	1		<del>                    </del>	
7	EMERGENCY SIGN (EM1)	EA	5	\$19.01		
8	EMERGENCY SIGN (EM2)	EA	1	\$144.01		
9	CONCRETE PAVER SINGLE POSTED SIGN SURROUND ON GREENWAY	SF	40		<del>                    </del>	
10	CONCRETE PAVER DOUBLE POSTED SIGN SURROUND ON GREENWAY	SF	48		<del>                    </del>	
11	EXISTING SIGNS TO BE REMOVED, SALVAGED, & RETURNED TO THE TOWN	EA	0		<del>                    </del>	
<b>DUNN CREEK GREENWAY</b>						
12	ENTRANCE SIGN (E2)	EA	1		<del>                    </del>	
13	DIRECTIONAL SIGN (D1)	EA	3	\$464.38		
14	RULES & REGULATIONS SIGN (R1)	EA	2	\$654.59		
15	INFORMATION SIGN (I1)	EA	1		<del>                    </del>	
16	MILEAGE MARKER (MM1)	EA	1		<del>                    </del>	
17	MILEAGE MARKER (MM2)	EA	3		<del>                    </del>	
18	BANNER SIGN (B1)	EA	1	\$243.38		
19	EMERGENCY SIGN (EM1)	EA	7	\$19.01		
20	EMERGENCY SIGN (EM2)	EA	2	\$144.01		
21	CLEARANCE WARNING SIGN (W1)	EA	1	\$224.56		
22	CONCRETE PAVER SINGLE POSTED SIGN SURROUND ON GREENWAY	SF	72		<del>                    </del>	
23	CONCRETE PAVER DOUBLE POSTED SIGN SURROUND ON GREENWAY	SF	48		<del>                    </del>	
24	CONCRETE PAVER SINGLE POSTED SIGN SURROUND ON SIDEWALK	SF	4		<del>                    </del>	
25	EXISTING SIGNS TO BE REMOVED, SALVAGED, & RETURNED TO THE TOWN	EA	0		<del>                    </del>	
<b>SANFORD CREEK GREENWAY</b>						
26	TRAILHEAD MARKER (E3)	EA	5		<del>                    </del>	
27	DIRECTIONAL SIGN (D1)	EA	5	\$464.38		
28	RULES & REGULATIONS SIGN (R1)	EA	5	\$654.59		
29	MILEAGE MARKER (MM2)	EA	3		<del>                    </del>	
30	EMERGENCY SIGN (EM1)	EA	15	\$19.01		
31	SLIPPERY WARNING SIGN (W2)	EA	1	\$224.56		
32	CONCRETE PAVER SINGLE POSTED SIGN SURROUND ON GREENWAY	SF	32		<del>                    </del>	
33	CONCRETE PAVER DOUBLE POSTED SIGN SURROUND ON GREENWAY	SF	64		<del>                    </del>	
34	EXISTING SIGNS TO BE REMOVED, SALVAGED, & RETURNED TO THE TOWN	EA	4		<del>                    </del>	

**APPENDIX D, BID FORM**

Wayfinding Signage for Parks and Greenways, Phase 1

August 24, 2016

Bid Documents

<b>SMITH CREEK SOCCER CENTER &amp; GRNWY</b>						
35	PARK ENTRANCE SIGN (E1)	EA	1			
36	AMENITY I.D. SIGN (A1)	EA	3	\$192.66		
37	AMENITY I.D. SIGN (A3)	EA	1	\$192.66		
38	DIRECTIONAL SIGN (D1)	EA	2	\$464.38		
39	RULES & REGULATIONS SIGN (R1)	EA	2	\$654.59		
40	MILEAGE MARKER (MM2)	EA	2			
41	EMERGENCY SIGN (EM1)	EA	4	\$19.01		
42	CONCRETE PAVER SINGLE POSTED SIGN SURROUND ON GREENWAY	SF	8			
43	CONCRETE PAVER SINGLE POSTED SIGN SURROUND ON SIDEWALK	SF	28			
44	CONCRETE PAVER DOUBLE POSTED SIGN SURROUND ON SIDEWALK	SF	16			
45	EXISTING SIGNS TO BE REMOVED, SALVAGED, & RETURNED TO THE TOWN	EA	7			
<b>E. CARROLL JOYNER PARK</b>						
46	PARK ENTRANCE SIGN (E1)	EA	1			
47	ENTRANCE SIGN (E2)	EA	2			
48	AMENITY I.D. SIGN (A1)	EA	7	\$192.66		
49	DIRECTIONAL SIGN (D1)	EA	19	\$464.38		
50	RULES & REGULATIONS SIGN (R1)	EA	5	\$654.59		
51	REGULATORY SIGN (R4)	EA	6	\$173.65		
52	INFORMATION SIGN (I1)	EA	1			
53	MILEAGE MARKER (MM2)	EA	1			
54	INTERPRETIVE SIGN (L1)	EA	6			
55	STOP / NO MOTOR VEHICLES SIGN (G1 & G2)	EA	10	\$270.00		
56	BANNER SIGN (B1)	EA	2	\$66.38		
57	EMERGENCY SIGN (EM1)	EA	25	\$19.01		
58	EMERGENCY SIGN (EM2)	EA	1	\$144.01		
59	CONCRETE PAVER SINGLE POSTED SIGN SURROUND ON GREENWAY	SF	48			
60	CONCRETE PAVER DOUBLE POSTED SIGN SURROUND ON GREENWAY	SF	32			
61	CONCRETE PAVER SINGLE POSTED SIGN SURROUND ON SIDEWALK	SF	152			
62	CONCRETE PAVER DOUBLE POSTED SIGN SURROUND ON SIDEWALK	SF	80			
63	EXISTING SIGNS TO BE REMOVED, SALVAGED, & RETURNED TO THE TOWN	EA	50			
64	EXISTING E. CARROLL JOYNER PARK SIGN TO BE REMOVED, SALVAGED, & RETURNED TO THE TOWN	EA	1			

**APPENDIX D, BID FORM**

Wayfinding Signage for Parks and Greenways, Phase 1

August 24, 2016

Bid Documents

<b>J.B. FLAHERTY PARK</b>					
65	PARK ENTRANCE SIGN (E1)	EA	2		
66	AMENITY I.D. SIGN (A1)	EA	3	\$192.66	
67	AMENITY I.D. SIGN (A2)	EA	7	\$48.65	
68	AMENITY I.D. SIGN (A3)	EA	1	\$192.66	
69	AMENITY I.D. SIGN (A4)	EA	6	\$48.65	
70	AMENITY I.D. SIGN (A5)	EA	1	\$654.59	
71	DIRECTIONAL SIGN (D1)	EA	2	\$464.38	
72	RULES & REGULATIONS SIGN (R1)	EA	2	\$654.59	
73	DOG PARK RULES & REGULATIONS SIGN (R2)	EA	2	\$654.59	
74	INFORMATION SIGN (I1)	EA	3		
75	BANNER SIGN (B1)	EA	2	\$66.38	
76	EMERGENCY SIGN (EM1)	EA	11	\$19.01	
77	CONCRETE PAVER SINGLE POSTED SIGN SURROUND ON SIDEWALK	SF	24		
78	CONCRETE PAVER DOUBLE POSTED SIGN SURROUND ON SIDEWALK	SF	64		
79	EXISTING SIGNS TO BE REMOVED, SALVAGED, & RETURNED TO THE TOWN	EA	21		
					<b>TOTAL:</b>

Contract No. \_\_\_\_\_  
County \_\_\_\_\_

Rev. 11-1-12

**STATE OF NORTH CAROLINA  
TOWN OF WAKE FOREST  
WAKE FOREST, NC**

**BID BOND**

Principal: \_\_\_\_\_  
Name of Principal Contractor

Surety: \_\_\_\_\_  
Name of Surety

Contract Number: \_\_\_\_\_ County: \_\_\_\_\_

Date of Bid: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the **TOWN OF WAKE FOREST** in the full and just sum of five (5) percent of the total amount bid by the Principal for the project stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, the condition of this obligation is: the Principal shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the proposal, and if the **TOWN OF WAKE FOREST** shall award a contract to the Principal, the Principal shall, within fourteen (14) calendar days after written notice of award is received by him, provide bonds with good and sufficient surety, as required for the faithful performance of the contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Principal requests permission to withdraw his bid due to mistake in accordance with the provisions of Article 103-3 of the *Standard Specifications for Roads and Structures*, the conditions and obligations of this Bid Bond shall remain in full force and effect until the **TOWN OF WAKE FOREST** makes a final determination to either allow the bid to be withdrawn or to proceed with award of the contract. In the event a determination is made to award the contract, the Principal shall have fourteen (14) calendar days to comply with the requirements set forth above. In the event the Principal withdraws its bid after bids are opened except as provided in Article 103-3, or after award of the contract has been made fails to execute such additional documents as may be required and to provide the required bonds within the time period specified above, then the amount of the bid bond shall be immediately paid to the **TOWN OF WAKE FOREST** as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
General Agent or Attorney-in-Fact Signature

*Seal of Surety*

\_\_\_\_\_  
Print or type Signer's Name

Contract No. \_\_\_\_\_  
County \_\_\_\_\_

Rev. 11-1-12

**BID BOND**

**CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

\_\_\_\_\_  
Full name of Corporation

\_\_\_\_\_  
Address as prequalified

By \_\_\_\_\_  
Signature of **President, Vice President, Assistant Vice President**  
*Select appropriate title*

\_\_\_\_\_  
Print or type Signer's name

*Affix Corporate Seal*

Attest \_\_\_\_\_  
Signature of **Secretary, Assistant Secretary**  
*Select appropriate title*

\_\_\_\_\_  
Print or type Signer's name

Contract No. \_\_\_\_\_  
County \_\_\_\_\_

Rev. 4-19-11

**BID BOND**

**LIMITED LIABILITY COMPANY**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

\_\_\_\_\_  
Full name of Firm

\_\_\_\_\_  
Address as prequalified

**Signature of Member/  
Manager/Authorized Agent**

\_\_\_\_\_  
Individually

\_\_\_\_\_  
Print or type Signer's name

Contract No. \_\_\_\_\_  
County \_\_\_\_\_

Rev. 4-19-11

**BID BOND**

**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

\_\_\_\_\_  
Individual Name

Trading and doing business as

\_\_\_\_\_  
Full name of Firm

\_\_\_\_\_  
Address as prequalified

Signature of Contractor

\_\_\_\_\_  
Individually

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name

Contract No. \_\_\_\_\_  
County \_\_\_\_\_

Rev. 4-19-11

**BID BOND**

**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor \_\_\_\_\_  
Print or type Individual Name

\_\_\_\_\_  
Address as prequalified

Signature of Contractor \_\_\_\_\_  
Individually

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name

Contract No. \_\_\_\_\_  
County \_\_\_\_\_

Rev. 4-19-11

**BID BOND**

**PARTNERSHIP**

SIGNATURE OF CONTRACTOR (Principal)

\_\_\_\_\_  
Full name of Partnership

\_\_\_\_\_  
Address as prequalified

By \_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name



Contract No. \_\_\_\_\_  
County \_\_\_\_\_

Rev. 11-1-12

**TOWN OF WAKE FOREST**

**CONTRACT PAYMENT BOND**

Date of Payment Bond Execution \_\_\_\_\_

Name of Principal Contractor \_\_\_\_\_

Name of Surety: \_\_\_\_\_

Name of Contracting Body: \_\_\_\_\_

Amount of Bond: \_\_\_\_\_

Contract ID No.: \_\_\_\_\_

Town Name: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

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

Contract No. \_\_\_\_\_  
County \_\_\_\_\_

Rev. 11-1-12

**CONTRACT PAYMENT BOND**

*Affix Seal of Surety Company*

\_\_\_\_\_  
Print or type Surety Company Name

By

\_\_\_\_\_  
Print, stamp or type name of Attorney-in-Fact

\_\_\_\_\_  
Signature of Attorney-in-Fact

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Address of Attorney-in-Fact

Contract No. \_\_\_\_\_  
County \_\_\_\_\_

Rev. 11-1-12

**CONTRACT PAYMENT BOND**  
**CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

\_\_\_\_\_  
Full name of Corporation

\_\_\_\_\_  
Address as prequalified

By \_\_\_\_\_  
Signature of **President, Vice President, Assistant Vice President**  
*Select appropriate title*

\_\_\_\_\_  
Print or type Signer's name

*Affix Corporate Seal*

Attest \_\_\_\_\_  
Signature of **Secretary, Assistant Secretary**  
*Select appropriate title*

\_\_\_\_\_  
Print or type Signer's name

Contract No. \_\_\_\_\_  
County \_\_\_\_\_

Rev. 4-19-11

**CONTRACT PAYMENT BOND**  
**LIMITED LIABILITY COMPANY**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

\_\_\_\_\_  
Full name of Firm

\_\_\_\_\_  
Address as prequalified

By:

\_\_\_\_\_  
**Signature of Member, Manager, Authorized Agent**  
*Select appropriate title*

\_\_\_\_\_  
Print or type Signer's name

Contract No. \_\_\_\_\_  
County \_\_\_\_\_

Rev. 4-19-11

**CONTRACT PAYMENT BOND**

**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor \_\_\_\_\_  
Individual Name

Trading and doing business as \_\_\_\_\_  
Full name of Firm

\_\_\_\_\_  
Address as prequalified

Signature of Contractor \_\_\_\_\_  
Individually

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name

Contract No. \_\_\_\_\_  
County \_\_\_\_\_

Rev. 4-19-11

**CONTRACT PAYMENT BOND**

**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor \_\_\_\_\_  
Print or type Individual name

\_\_\_\_\_  
Address as prequalified

Signature of Contractor \_\_\_\_\_  
Individually

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name

Contract No. \_\_\_\_\_  
County \_\_\_\_\_

Rev. 4-19-11

**CONTRACT PAYMENT BOND**

**PARTNERSHIP**

SIGNATURE OF CONTRACTOR (Principal)

\_\_\_\_\_  
Full name of Partnership

\_\_\_\_\_  
Address as prequalified

By \_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name



Contract No. \_\_\_\_\_  
County \_\_\_\_\_

Rev. 4-19-11

**CONTRACT PAYMENT BOND**

Attach certified copy of Power of Attorney to this sheet

Contract No. \_\_\_\_\_  
County \_\_\_\_\_

Rev. 4-19-11

**TOWN OF WAKE FOREST**

**CONTRACT PERFORMANCE BOND**

Date of Performance Bond Execution: \_\_\_\_\_

Name of Principal Contractor: \_\_\_\_\_

Name of Surety: \_\_\_\_\_

Name of Contracting Body: \_\_\_\_\_

Amount of Bond: \_\_\_\_\_

Contract ID No.: \_\_\_\_\_

County Name: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

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

Contract No. \_\_\_\_\_  
County \_\_\_\_\_

Rev. 4-19-11

**CONTRACT PERFORMANCE BOND**

*Affix Seal of Surety Company*

\_\_\_\_\_  
Print or type Surety Company Name

By

\_\_\_\_\_  
Print, stamp or type name of Attorney-in-Fact

\_\_\_\_\_  
Signature of Attorney-in-Fact

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Address of Attorney-in-Fact

Contract No. \_\_\_\_\_  
County \_\_\_\_\_

Rev. 4-19-11

**CONTRACT PERFORMANCE BOND**  
**CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

\_\_\_\_\_  
Full name of Corporation

\_\_\_\_\_  
Address as prequalified

By \_\_\_\_\_  
Signature of **President, Vice President, Assistant Vice President**  
*Select appropriate title*

\_\_\_\_\_  
Print or type Signer's name

*Affix Corporate Seal*

Attest \_\_\_\_\_  
Signature of **Secretary, Assistant Secretary**  
*Select appropriate title*

\_\_\_\_\_  
Print or type Signer's name

Contract No. \_\_\_\_\_  
County \_\_\_\_\_

Rev. 4-19-11

**CONTRACT PERFORMANCE BOND**  
**LIMITED LIABILITY COMPANY**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

\_\_\_\_\_  
Full name of Firm

\_\_\_\_\_  
Address as prequalified

By:

\_\_\_\_\_  
**Signature of Member, Manager, Authorized Agent**  
*Select appropriate title*

\_\_\_\_\_  
Print or type Signer's name

Contract No. \_\_\_\_\_  
County \_\_\_\_\_

Rev. 4-19-11

**CONTRACT PERFORMANCE BOND**

**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor \_\_\_\_\_  
Individual Name

Trading and doing business as \_\_\_\_\_  
Full name of Firm

\_\_\_\_\_  
Address as prequalified

Signature of Contractor \_\_\_\_\_  
Individually

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name

Contract No. \_\_\_\_\_  
County \_\_\_\_\_

Rev. 4-19-11

**CONTRACT PERFORMANCE BOND**  
**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor \_\_\_\_\_  
Print or type Individual name

\_\_\_\_\_  
Address as prequalified

Signature of Contractor \_\_\_\_\_  
Individually

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name

Contract No. \_\_\_\_\_  
County \_\_\_\_\_

Rev. 4-19-11

**CONTRACT PERFORMANCE BOND**

**PARTNERSHIP**

SIGNATURE OF CONTRACTOR (Principal)

\_\_\_\_\_  
Full name of Partnership

\_\_\_\_\_  
Address as prequalified

By \_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name



Contract No. \_\_\_\_\_  
County \_\_\_\_\_

Rev. 4-19-11

**CONTRACT PERFORMANCE BOND**

Attach certified copy of Power of Attorney to this sheet

**NOTICE OF AWARD**

To: From: Town of Wake Forest  
(Owner) Wake Forest Town Hall  
Third Floor  
301 S. Brooks Street  
Wake Forest, NC 27587

**PROJECT: WayFinding Plan for Parks and Greenways for the Town of Wake Forest**

CONTRACT AMOUNT: \$

You are hereby notified the Town of Wake Forest has accepted your Bid dated \_\_\_\_\_ for the above described project. The Project name must be cited on all Invoices and/or Payment Request.

You are required to execute the formal contract with the Town of Wake Forest and to furnish any required Bonds and Insurance Certificates within **ten (10) days** from the date of delivery of the Notice to you.

If you fail to execute said contract and to furnish any required Bonds and Certificates within **ten (10) days** from the delivery of this Notice, the Town of Wake Forest will be entitled to consider all your rights arising out of their acceptance of your Bid as abandoned and to award the work covered by the contract to another contractor, to re-advertise the Project, or otherwise dispose thereof as the Town of Wake Forest sees fit.

Dated this \_\_\_\_\_ day \_\_\_\_\_, 2016.

By: \_\_\_\_\_  
Title: Transportation Planning Manager  
Town of Wake Forest

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

\_\_\_\_\_  
Finance Director

Distribution: Contractor Mail  Fax  Finance  Planning

**ACCEPTANCE OF AWARD**

Receipt of the Notice of Award is hereby acknowledged.

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

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

**CONTRACT AGREEMENT**

PROJECT: **Wayfinding Plan for Parks and Greenways for the Town of Wake Forest**

COUNTY: **Wake County**

**ACCEPTED BY THE**

**Contractor**

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

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**Town of Wake Forest**

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

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**OWNER'S CERTIFICATION OF PAYMENTS**

I hereby certify that I am the legal and duly appointed Financial Officer for the Owner of this project and that provision for the payment of the moneys to fall due under this agreement has been made by appropriation duly made, or by Bonds or notes duly authorized, as required by the Local Government.

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

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**NOTICE TO PROCEED**

To: From: Town of Wake Forest  
(Owner) Wake Forest Town Hall  
Third Floor  
301 S. Brooks Street  
Wake Forest, NC 27587

**PROJECT: Wayfinding Plan for Parks and Greenways for the Town of Wake Forest**

CONTRACT AMOUNT: \_\_\$\_\_\_\_\_

You are hereby notified to commence work on the above referenced project on or before **November 1, 2016** and are to fully complete the work within 180 consecutive calendar days thereafter. Your contract completion date is therefore **June 1, 2017**.

The contract provides for assessment of the sum of \$600.00 as liquidated damages for each consecutive calendar day after the above established contract completion date that the work remains incomplete.

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

NAME: CANDACE DAVIS  
TITLE: TRANSPORTATION PLANNING MANAGER  
TOWN OF WAKE FOREST  
PHONE: 919-435-9513

**CHANGE ORDER**

Number \_\_\_\_\_

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FROM: TOWN OF WAKE FOREST  
WAKE FOREST TOWN HALL  
THIRD FLOOR  
301 S. BROOKS STREET  
WAKE FOREST, NC 27587

PROJECT: \_\_\_\_\_  
ORIGINAL CONTRACT AMOUNT: \$ \_\_\_\_\_

You are hereby notified the Town of Wake Forest is issuing a Change Order for the above referenced project contract within the provisions of the Contract Documents. This change is subject to all the terms, conditions and provisions of the original contract. The Contract Project name must be cited on all Payment Requests.

Item #	Description of Changes (Increases or Decreases)	Account #	Amount
_____	_____	_____	_____
_____	_____	_____	_____

Total Contract Amount as Modified: \$ \_\_\_\_\_  
Description of Change: \_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Title: Transportation Planning Manager  
Town of Wake Forest

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

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Town Clerk

Distribution: Contractor: Mail  Fax  Finance  Planning

**ACCEPTANCE OF CHANGE ORDER**

The Change described above is accepted and hereby acknowledge. Contractor is required to sign, date and return one copy to the attention of: **Candace Davis; Transportation Planning Manager**

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

TITLE: \_\_\_\_\_

(REQUIRED AT TIME OF FINAL PAYMENT)

**AFFIDAVIT**

Project No: 099-075 State of North Carolina

County of Wake

In the State of North Carolina, County of Wake, being duly sworn, deposes and says that they are \_\_\_\_\_ of \_\_\_\_\_ and that they have full and official knowledge of all and every debt and obligation for labor and materials which have entered into and become a part of the public facilities constructed under Project No. 099-075; and, acting in their official capacity, and for the specific purpose of obtaining the funds due on this final estimate, they further depose and say that all debts or obligations for such labor and materials have been fully and completely paid and discharged in good and lawful money of the United States of America or by evidence of exchange or trade acceptances endorsed and guaranteed by a solvent National or State bank, and that there are no suits for damages against the contractor, pending, prospective or otherwise, in consequence of their operations on the said project except as follows:

In witness whereof they have set their hand and seal,

\_\_\_\_\_

I, \_\_\_\_\_, a notary public of the County and State aforesaid, hereby certify that \_\_\_\_\_ personally known to me to be the affiant in the foregoing affidavit, personally appeared before me this day and having been by me duly sworn, deposes and says that the facts set forth in the above affidavit are true and correct.

Witness my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

(SEAL)