BIDDING REQUIREMENTS & CONTRACT DOCUMENTS

FOR

INTERSECTION IMPROVEMENT
WAXHAW-MARVIN ROAD AND PINE OAK ROAD

Waxhaw, North Carolina

July 14, 2026

BID DOCUMENTS

OWNER/ENGINEER:

Town of Waxhaw
4218 Waxhaw-Marvin Road
PO Box 6
Waxhaw, NC 28173
Attn: James Kelly, PE

INVITATION TO BID

The project will be bid under a **formal, sealed bid process**. A minimum of three (3) bids will be requested to be received by the Town of Waxhaw (Town) **by 9:00 a.m. on Wednesday, July 22, 2026** for the following Project: **Intersection Improvement at Waxhaw-Marvin Road and Pine Oak Road.**

Bids will be publicly opened and read aloud at the Town of Waxhaw Town Hall located at 4218 Waxhaw-Marvin Road in Waxhaw, North Carolina at 9:00am on Wednesday, July 22, 2026 in the 1st floor lobby conference room. If the minimum three (3) bids are not received in the first advertisement, the Town will then re-advertise, and any bids received shall remain sealed until the time of the opening for the second advertisement. If the second advertisement fails to yield three (3) bids, the Town Board may then award the contract to the lowest, responsible bidder taking into consideration quality, performance, and the time specified in the proposals for the performance of the contract.

Bids may be mailed, or hand delivered to Town Hall, **Town of Waxhaw, 4218 Waxhaw-Marvin Road, Waxhaw, NC 28173, Attn. James Kelly. All bids must be in a sealed envelope clearly stamped or marked (in letters of 1/4" or more), "PROPOSED BID FOR INTERSECTION IMPROVEMENT AT WAXHAW-MARVIN ROAD AND PINE OAK ROAD. DO NOT OPEN UNTIL BID OPENING." Bids received via email will not be accepted as these are not sealed bids.**

This is a formal bid. A bid security in the amount of five percent (5%) of the contract sum shall be submitted with each bid. The bid security shall be in the form of a Cashier's Check or a Certified Check on a bank or trust company insured by the Federal Deposit Insurance Corporation made payable to the order of the Town of Waxhaw. In lieu of a Cashier's Check or a Certified Check, the bidder may submit cash or a bid bond executed by a Corporate Surety licensed in North Carolina to execute such bonds. All bidders are hereby notified that they must have proper licenses as required by State law at the time of submittal of bids. Bids may be held by the Town of Waxhaw for a period not to exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the Contract.

The project consists of all necessary work to complete the intersection improvement at Waxhaw-Marvin Road and Pine Oak Road including but not limited to: grading, drainage, paving, utility, traffic control, signalization, construction management, administration, inspections, and miscellaneous site improvements as detailed on this bid form and on the roadway and signal plans.

Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Owner or Engineer in writing. Contact information and submittal procedures for such questions are as follows: **Submit questions to James Kelly, Assistant Town Engineer, jkelly@waxhaw.com. The deadline for questions is 12:00pm on Friday, July 17, 2026.**

Bids will be received on a **lump sum** cost basis.

No pre-conference bid will be held for this contract.

The contract will be awarded to the lowest responsible, responsive bidder as determined by the Town.

The Town reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Bids, and will award to the lowest responsive and responsible bidder taking into consideration quality, performance, and time specified in the bid form for performance of work. The Town also reserves the right to waive any informalities in the bidding, and to reject as non-responsible bids of contractors which have demonstrated history on Town contracts of unsatisfactory performance including but not limited to failure to meet deadlines, complete work according to contract amounts and assessment of liquidated damages.

Once the Town has confirmed the lowest responsible bidder, the Town will issue the Notice to Proceed. **The Contractor will be required to begin work by August 17th, 2026. An option will be provided to begin work earlier if the contractor opts in following notice to proceed.**

The Contractor and all Subcontractors shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL91-54), or latest revisions.

Duncan-Parnell is the only source to obtain the official bid package:

The Issuing Office for Bidding Documents is Duncan Parnell (https://bidroom.duncan-parnell.com). Documents may be obtained for a purchase price as listed on their website. All payments are to be made to Duncan Parnell. Prospective bidders must purchase Bidding Documents directly through Duncan Parnell in order to be considered an official plan holder. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

This municipality is an Equal Opportunity Employer

BID FORM

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ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to: **The Town of Waxhaw, NC**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. List of Proposed Subcontractors;

B. List of Proposed Suppliers;

C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

D. Contractor's license number _____ or evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

2.02 *Total Bid Price (Lump Sum and Unit Prices)*

Total Bid Price (Total of all Lump Sum and Unit Price Bids)	$

ARTICLE 3—BASIS OF BID

A. Bidder will complete the Work in accordance with the Contract Documents and NCDOT standards and specifications for the lump sum Base Bid:
- Roadway Plans – Intersection Improvements Waxhaw-Marvin Pine Oak
- Signal Plans – Intersection Improvements Waxhaw-Marvin Pine Oak
- Construction Management, Administration, and Inspections

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ARTICLE 4—TIME OF COMPLETION

4.01 **Bidder agrees to begin work by August 17, 2026**. Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates or within **180 calendar days of beginning work** as indicated in Article 4.02 of C-520 titled the Agreement Between Owner and Contractor for Construction Contract.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.

2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Bidder has carefully studied the Site and the drawings and physical conditions relating to existing surface or subsurface structures at the Site that have been identified.

5. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; and the Bidding Documents; and with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and
(c) Bidder's (Contractor's) safety precautions and programs.

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6. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

7. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

8. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

9. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

10. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:

a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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BIDDER hereby submits this Bid as set forth above:

Bidder:

_____

(typed or printed name of organization)

By: _____

(individual's signature)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Date: _____

(typed or printed)

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

Attest: _____

(individual's signature)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Date: _____

(typed or printed)

Address for giving notices:

_____

_____

Bidder's Contact:

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Phone: _____

Email: _____

Address:

_____

_____

_____

Bidder's Contractor License No.: _____

License Expiration Date: _____

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AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **The Town of Waxhaw** ("Owner") and _____ ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Intersection Improvement at Waxhaw-Marvin Road and Pine Oak Road**

1.02 Excavation shall not begin until all materials are available to begin and complete a task or as agreed to by the Engineer.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Intersection Improvement at Waxhaw-Marvin Road and Pine Oak Road**

ARTICLE 3—ENGINEER

3.01 The Owner has not retained a consultant to act as Owner's representative, and the Town Engineer will assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by The Town of Waxhaw

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. There is an understanding that the current lead times on construction materials are longer than recently anticipated. This contract will be set to the schedules of order and delivery.

1. ***The contract has a start date of August 17, 2026, and completed and ready for final payment on or before February 14, 2027.***

2. **Contractor shall complete all work within 180 days of beginning construction.**

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that the Owner and adjacent businesses may suffer financial and other losses if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding in the actual loss suffered by Owner if Work is not completed on time. Accordingly, instead of requiring

any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner$ **1,500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, **Contractor shall pay Owner $1,500.00 for each day that expires after such time until the Work is completed and ready for final payment.**

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01A below:

A. For all Work, at the prices stated in the Contractor's Bid, _____

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Specification 011000 General Requirements and as discussed in the preconstruction conference. Applications for Payment will be processed by Engineer.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Application for Payment within 30 days of receipt of each monthly invoice provided by the contractor during performance of the Work as provided in Paragraph 6.02.A1 below,

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **95** percent of the value of the Work completed (with the balance being retainage).

1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. **100** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Contract documents.

6.04 *Consent of Surety*

A. No consent of surety is required for this project

6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of **1** percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement
2. Waxhaw Standard Conditions and NCDOT Standards and Specifications
3. Specifications as listed in the table of contents of the Project Manual.
4. Roadway Plans – Intersection Improvements Waxhaw-Marvin Road and Pine Oak Road & Signal Plans – Intersection Improvements Waxhaw-Marvin Road and Pine Oak Road
5. Addenda
6. Exhibits to this Agreement (enumerated as follows):
   a. Contractor's Bid
   b. Documentation submitted by Contractor prior to Notice of Award
7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
   a. Notice to Proceed.
   b. Work Change Directives.
   c. Change Orders.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. Owner shall furnish to the Contractor who is awarded the bid up to 3 printed or hard copies of the Drawings and Contract Documents and one set in electronic format. Additional copies will be furnished upon request at the cost of production.

E. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the physical conditions relating to existing surface or subsurface structures at the Site.

5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner,

   (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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

This Agreement will be effective on **July 29, 2024** (which is the Effective Date of the Contract).

Owner:	Contractor:
Town of Waxhaw *(typed or printed name of organization)*	*(typed or printed name of organization)*
By: _____ *(individual's signature)*	By: _____ *(individual's signature)*
Date: _____ *(date signed)*	Date: _____ *(date signed)*
Name: Scott Dadson *(typed or printed)*	Name: _____ *(typed or printed)*
Title: Town Manager *(typed or printed)*	Title: _____ *(typed or printed)* *(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: _____ *(individual's signature)*	Attest: _____ *(individual's signature)*
Title: _____ *(typed or printed)*	Title: _____ *(typed or printed)*
Address for giving notices: 4218 Waxhaw-Marvin Road Waxhaw, NC 28173	Address for giving notices:
Designated Representative:	Designated Representative:
Name: James Kelly *(typed or printed)*	Name: _____ *(typed or printed)*
Title: Assistant Town Engineer *(typed or printed)*	Title: _____ *(typed or printed)*
Address: 4218 Waxhaw-Marvin Road Waxhaw, NC 28173	Address:
Phone: 704-843-2195	Phone: _____
Email: jkelly@waxhaw.com	Email: _____
APPROVAL BY CITY FINANCIAL OFFICER This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. *Signature:* _____	License No.: _____ *(where applicable)* State: _____

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SECTION 011000 – GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 SCOPE OF WORK AND SPECIAL PROVISIONS

A. These specifications apply to the **Intersection Improvement at Waxhaw-Marvin and Pine Oak Road Contract**. The proposed work is generally described as follows:

1. Grading, Drainage, Paving
2. Utilities, Traffic Control, and Intersection Signalization
3. Construction Management, Administration, and Inspections
4. Miscellaneous site improvements as detailed in this bid form and on the roadway and signal plans, and any other incidentals necessary to complete the work

B. The above description shall not be construed as a complete description of all work required.

C. The Contractor shall submit shop drawings, manufacturers' catalog numbers, ad other data as required.

1.2 WORK TO BE PERFORMED BY LICENSED GENERAL CONTRACTORS

A. All work shall be performed by contractors properly licensed as required by the provisions of the North Carolina Contractors' General Statutes Licensing Act of 1925, as amended (Article 1 and Article 10 of Chapter 87 of the North Carolina General Statutes).

1.3 CHANGES

A. Contract Drawings indicate the extent and general arrangement of the Work. If any departures from the Contract Drawings are deemed necessary by the Contractor to accommodate the materials and equipment he proposes to furnish, details of such departures and reasons therefore shall be submitted as soon as possible to the Engineer for approval. Approved changes shall be made without additional cost to the Owner.

1.4 CONSTRUCTION PERMITS

A. The Contractor shall obtain, pay for and keep current any necessary construction permits from those authorities or agencies having jurisdiction over land areas, utilities, or structures which are located within the Contract limits and which will be occupied, encountered, used, or temporarily stated. The permits shall include but may not be limited to, the NCDOT Encroachment agreement and adjacent Private Property Owner encroachment agreement.

B. When construction permits are accompanied by regulations or requirements issued by a particular authority or agency, it shall be the Contractor's responsibility to familiarize

himself and comply with such regulations or requirements as they apply to his operations on this project.

1.5 STARTING THE WORK

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

B. Once the Town has confirmed that utilities have been relocated, the Town will issue the Notice to Proceed. **The Contractor will be required to begin work by August 17, 2026.**

1.6 BEFORE STARTING CONSTRUCTION

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to ENGINEER for timely review:

1. A preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. A preliminary Schedule of Submittals; and

3. A preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

1.7 PRECONSTRUCTION CONFERENCE; DESIGNATION OF AUTHORIZED

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph
1.17, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

1.8 TIME OF WORK

A. Unless otherwise specifically permitted, work shall be done between the hours of 7:00 am and 9:00 p.m. Sunday through Saturday except as necessary, for the proper care and protection of work already performed.

B. When night work is proposed, the Town shall be informed a minimum of 24 hours in advance of the beginning of the work. Temporary lighting as required and all other necessary facilities for performing and inspecting the work shall be provided and maintained by the Contractor and be considered during the bidding process.

C. Unless otherwise specifically permitted, all work that would be subject to damage shall be stopped during inclement, stormy, or freezing weather. Only such work as will not suffer injury to workmanship or material will be permitted. Contractor shall carefully protect work against damage or injury from the weather; and when work is permitted during freezing weather, contractor shall provide and maintain approved facilities for heating the materials and for protecting the finished work.

1.9 SURVEY AND LAYOUT

A. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Contract Drawings or as directed by the Engineer. Elevation of existing ground, structures and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation. Any error or apparent discrepancy in the data shown or omissions of data required for accurately accomplishing the stake out survey shall be referred immediately to the Engineer for interpretation or adjustment.

B. Construction stakeout is to be provided by the Contractor. Locations and grade points are to be reviewed with the engineer and staked prior to excavation and confirmed prior to backfill of material.

1.10 COOPERATION

A. The Contractor shall allow the Town and other project Contractors or their agents, to enter upon the work for the purpose of constructing, operating, maintaining, removing, repairing, altering, or replacing such pipes, sewers, conduits, manholes, wires, poles, or other structures and appliances not located on the site of which may be required to be installed at or in the work. The Contractor shall cooperate with all the aforesaid parties and shall allow reasonable provision for the prosecution of any work by the Town, or others, to be done in connection with the work, or in connection with normal use of any existing facilities.

1.11 CHEMICALS

A. All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

1.12 PROTECTION OF PROPERTY

A. Contractor shall be responsible for the preservation and protection of property adjacent to the work site against damage or injury as a result of operations under this Contract. Any damage or injury occurring on account of any act, omission, or negligence on the part of the Contractor shall be restored in a proper and satisfactory manner or replaced by an equal or superior condition than previously existed.

B. Contractor shall comply promptly with such safety regulations as may be prescribed by the Town, NCDOT or other authorities having jurisdiction, and shall when so directed, properly correct any unsafe conditions created by, or unsafe practices on the of his employees. In the event of the Contractor's failure to comply, the Engineer or Owner may take the necessary measures to correct the conditions or practices complained of: and all costs thereof will be deducted from any monies due to Contractor. Failure of the Engineer to direct the correction of unsafe conditions or practices shall not relieve the Contractor of his responsibility hereunder.

C. In the event of any claims for damage or alleged damage to property as a result of work under this Contract, the Contractor shall be responsible for all costs in connection with the settlement of or defense against such claims.

D. Prior to commencing work in the vicinity of property adjacent to the work site, the Contractor at his own expense shall take such surveys as may be necessary to establish the existing condition of the property. Before final payment can be made, the Contractor shall furnish satisfactory evidence that all claims have been placed in escrow, or that an adequate bond to cover such claims has been obtained.

E. Where excavations by the Contractor require any utility lines or appurtenant structures to be temporarily supported and otherwise protected during the construction work, such support and protection shall be provided by the Contractor. All such work shall be performed in a manner satisfactory to the Engineer and the respective authority having jurisdiction over such work, In the event the Contractor fails to provide proper support of protection to any existing utility, the Engineer may, at his discretion, have the respective authority to provide such support of protection as may be necessary to ensure the safety of such utility: and the cost of such measures shall be paid by the Contractor.

1.13 APPLICABLE STANDARDS AND CODES

A. Whenever reference is made to any published standards, codes, or standard specifications, it shall mean the latest standard code, specification, or tentative specification of the technical society, organization, or body referred to, which is in effect at the date of invitation for bids. The following is a partial list of typical abbreviations which may be used in the Specification and the organizations to which they refer:

AASHO - American Association of State Highway Officials
ACI - American Concrete Institute
ACIFS - American Cast Iron Flange Standards
AIA - American Institute of Architects
AISC - American Institute of Steel Construction ANSI - American National Standards Institute ASCE - American Society of Civil Engineers

ASME - American Society of Mechanical Engineers
ASTM - American Society of Testing and Materials
AWS - American Welding Society
AWWA - American Water Works Association
CRSI - Concrete Reinforcing Steel Institute
CSX - Chessie Seaboard Consolidated (Railroad)
Fed Spec - Federal Specifications
ISO - Insurance Services Officials
NBS - National Bureau of Standards
NCDOT - North Carolina Department of Transportation
NEC - National Electric Code
NEMA - National Electrical Manufacturers Association
OSHA - Occupational Safety and Health Act
UL - Underwriter's Laboratories, Inc.

B. Contractor shall, when required, furnish evidence satisfactory to the Engineer that materials and methods are in accordance with such standards where so specified.

C. In the event any questions arise as to the application of these standards or codes, copies shall be supplied on-site by the Contractor.

1.14 PROGRESS SCHEDULE

A. **Within ten days after the Award of the Contract**, the Contractor shall prepare and submit four (4) copies of the proposed progress schedule to the Engineering for review and approval. If so required, the schedule shall be revised until it is approved by the Engineer. The schedule shall be updated monthly, depicting progress to the last day of the month and four (4) copies submitted to the Engineer not later than the fifth day of every month with the application for progress payment.

B. The schedule shall be prepared in the form of a horizontal bar chart showing in detail the proposed sequence of the work and identifying construction activities for each portion of the work.

C. The schedule shall be time scaled, identifying the first day of each week, with the estimated date of starting and completion of each stage of the work in order to complete the project within the Contract time.

D. The updated schedule shall show all changes since the previous submission. All revisions to the schedule must have the approval of the Engineer.

1.15 LIMITS OF WORK AREA

A. The Contractor shall confine construction operations with the limits of public rights-of-way and approved private encroachment area as shown on the Contract Drawings. Storage of equipment and materials, or erection and use of sheds or trailer outside these limits if such areas are the property of the Town, shall be used only with the Town's approval. Storage of material or equipment on private property outside the designated easements will not be permitted unless the Contractor secures written approval from the property owner.

B. This agreement shall clearly define the terms, conditions and duration of the approval including and rent or payments as requested by the property owner.

1.16 CONSTRUCTION PERMITS, EASEMENTS AND ENCROACHMENTS

A. The Town shall obtain or cause to be obtained all permanent and temporary construction easements and agreements as shown on the Contract Drawings.

B. The Contractor shall obtain and keep current any other necessary construction permits from those authorities or agencies having jurisdiction over land areas, utilities, or structures which are located within the Contract limits and which will be occupied, encountered used or temporarily interrupted by the Contractor's operations unless otherwise stated. Copies shall be maintained on-site at all times for review by the appropriate agency, the Engineer and the Owner.

C. When construction permits are accompanied by regulations or requirements issued by a particular authority or agency, it shall be the Contractor's responsibility to familiarize himself and comply with such regulations or requirements as they pertain to the operations on this project.

1.17 SHOP DRAWINGS

A. Before fabrication of material, the Contract shall submit Shop Drawings to the Engineer for review. The Contractor shall be responsible for securing all the information details, dimensions, drawings, etc. necessary to prepare the Shop Drawings. The Contractor shall field verify all dimensions and elevations required to completeness and accuracy of the Drawings.

B. Shop Drawings shall be submitted for the following:

1. As determined by the Town or NCDOT as the project progresses

C. Submittals shall be transmitted in sufficient time to allow the Engineer at least 4 days for review and processing.

D. The Contractor shall transmit a pdf copy for Engineer review and 1 hard copy to be maintained on site during construction. All submittals shall be accompanied by a letter of transmittal, containing date, project title, Contractor's name, phone number and titles of submissions, notification of departures, and any other pertinent data to facilitate review.

E. Each submittal will bear a stamp of specific written indication that the Contractor has reviewed the submittal materials and is satisfied the requirements of the specifications and contract documents have been met.

F. If the submission is satisfactory to the Engineer, the Engineer will annotate the submission "Furnish as Submitted" or "Furnish as Corrected". All hard copies submitted will be returned to Contractor and unless noted no further resubmittal will be required If the submittal does not meet the requirements of the specifications or contract documents the

Engineer will annotate the submission “revise and Resubmit” and return a digital copy to the contractor for appropriate action. The Contractor shall revise and resubmit submissions as required by the Engineer until submission are acceptable to the Engineer.

G. The acceptance of a Shop Drawing by the Engineer will constitute acceptance of the subject matter for which the Drawing was submitted and not for any other structure, material, equipment or appurtenances shown.

H. The Engineer’s review of the Contractor’s submissions shall in no way relieve the Contractor of any of his responsibilities under the Contract. An acceptance of a submission shall be interpreted to mean that the Engineer has no specific objections to the submitted material subject to conformance with the Contract Drawings and Specifications.

1.18 SANITARY REGULATIONS

A. Sanitary conveniences shall be provided for the use of all persons employed on the work site, properly screened for public observation and maintain at suitable locations by the Contractor as prescribed by State Labor Regulations and local ordinances, and finally removed from the site when no long required. The contents of each unit shall be removed and disposed of in a satisfactory manner, as occasion requires. The Contractor shall prohibit the committance of nuisances within, on, or about the work. The Contractor shall supply sufficient drinking water for all employees from approved sources. Contractor and employees shall obey all local sanitary regulation and orders,

1.19 TRAFFIC REGULATION AND TRAFFIC CONTROL

A. During the progress of the work, driveways, sidewalks and crossings of highways and streets shall be kept open for the passage of pedestrians and traffic shall not be unnecessarily obstructed unless authorized by the authority having jurisdiction over same. The Contractor shall take such measures, at his own expense, as may be necessary to keep the streets open for traffic and shall give advance notice to the local Fire and Police Departments of proposed street operations.

B. Warning signs shall be provided along all highways while work is in progress; and where traffic direction is required. Flagmen shall be designate by the Contractor to direct traffic past equipment, machinery, and construction operations. Barricades and lights shall be provided to protect traffic. Where trench have been cut in road shoulders on which traffic may pass at times, red flags and warning signs shall be placed at frequent intervals and maintained until the should is safe for travel. Construction warning signs shall inform traffic in accordance with the latest edition of the Manual On Uniform Traffic Control Devices.

C. All dirt spilled from the Contractor’s trucks on existing pavements over which it is hauled, or which has otherwise been deposited thereon shall be removed by the Contractor whenever in the opinion of the Engineer or Erosion Control Inspector the accumulation is sufficient to cause the formation of mud, dust, or create an interference with traffic.

1.20 WEATHER CONDITIONS

A. No work shall be done when the weather is unsuitable. The Contractor shall take necessary precautions (in the event of impeding storms) to protect all work, materials, or

equipment from damage or deterioration due to floods, driving rain or wind, and snowstorms. The Owner reserves the right, through the opinion of the Engineer, to order that additional protection measures over and beyond this proposed by the Contractor, be taken to safeguard all components of the project. The Contractor shall not claim any compensation for such precautionary measures so ordered, nor claim compensation from the Town for damage to the work from weather elements.

B. The mixing and placing of concrete of pavement courses, the laying of masonry, and installation of pipelines shall be stopped during rainstorms, if ordered by the Engineer; and all freshly placed work shall be protected by canvas or other suitable covering in such a manner as to prevent running water from coming in contact with it. Coverings shall be provided and kept ready at hand for this purpose.

1.21 FINAL CLEANUP AND SITE REHABILITATION

A. Prior to leaving the site, the Contractor shall remove all accumulated debris and surplus materials of any kind which result for construction operations including all equipment, tools, sheds, sanitary enclosures, etc. The Contractor shall leave all equipment, fixtures, and work, which has been installed in clean condition. The complete project shall be turned over to the Town in a neat and orderly condition.

B. The site shall be rehabilitated or developed in accordance with all Sections of the Specifications and Drawings. In the absence of any portion of these requirements, the Contractor shall completely rehabilitate the site to a condition and appearance equal or superior to that which existed just prior to construction, except those items which permanent removal or relocation was required in the Contract Documents or ordered by the Engineer.

1.22 FINAL INSPECTION

A. Final inspection and repairing shall be so arranged as to be finished up completion of the construction work.

B. The Engineer will make a final inspection of the work during the progress of final cleaning and repairing, and any portion of the work inspected and accepted by the Engineer shall be kept clean by the Contractor, until the final acceptance of the entire work.

C. When the Contractor has finally cleaned and repaired the whole or any portion of the work, he shall notify the Engineer that he is ready for final inspection of the final whole or partial inspection and the Engineer will inspect the work. If the work is not found satisfactory, the Engineer will order further cleaning, repairs or replacement.

D. When further cleaning or repairing is complete, the Engineer, upon further notice will again inspect the work. The “Final Payment” will not be process until the Contractor has complied with the requirements set forth, and the Engineer has made his final inspection of the entire work and is satisfied that the entire work is properly and satisfactorily constructed in accordance with the requirements of the Contract Documents.

1.23 PROJECT CLOSE OUT

A. As construction of the project enters the final stages of completion, the Contractor shall, in concert with accomplishing the requirements set forth in the Contract Documents, attend to or have already completed the following items as they apply to his Contract.

1. Required testing.
2. Correcting or replacing defective work, including completion of item previously overlooked or work which remains incomplete, as evidence by the Engineer's "Punch" Lists.
3. Notify other Contractors of completion of work such the connections and/or coordination between different project can be made.
4. Attend to any other items listed here in or brought to the Contractor's attention by the Engineer.

B. Before the certificate of Substantial Completion is issued, the Contractor shall submit to the Engineer (or to the Owner if indicated) certain record, certifications etc., which are specified elsewhere in the Contract Documents. Missing incomplete or unacceptable items, as determined by the Engineer or the Owner shall constitute grounds for withholding Final Payment to the Contractor. A partial list of such items appears below, but it shall be the Contractor's responsibility to submit any other items which are required in the Contract Documents.

1. Test results of project components
2. Certification of equipment or material in compliance with Contract Documents.
3. One set of neatly marked up record drawings showing as-built changes and additions to the work under his contract.
4. Any special guarantees or bonds (Submit to Owner)

C. The Contractor's attention is directed to the fact that required certifications and information under item 2 above, must actually be submitted earlier in accordance with other Sections of the Specification.

1.24 SAFETY AND HEALTH REGULATIONS

A. The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational and Health Act of 1970 (P.L. 91-596) and under Section 107 of the Contractor Work Hours and Safety Standards Act (P.L. 91-54).

1.25 WARRANTY

A. The contractor shall warrant to the **Town of Waxhaw** that the materials and equipment furnished under the contract will be of a good quality and new unless otherwise required or permitted by the Contract Documents, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform with the requirements of the Contract Documents.

Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Town of Waxhaw, the

Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

END OF SECTION 011000