



## Notice to Bidders

### Request for Bids (RFB) For

### N. Graham and N. Roberson Streetscape Improvements

For

**Town of Chapel Hill  
Chapel Hill, North Carolina**

<b>BID:</b>	P20-105
<b>CATEGORY:</b>	Construction
<b>PROJECT:</b>	N. Graham and N. Roberson Streetscape Improvements
<b>FROM:</b>	Zakia Alam, Purchasing & Contracts Manager
<b>NOTICE DATE:</b>	March 31, 2020
<b>SUBMISSION DATE:</b>	May 1, 2020

Pursuant to Section 143-129 of the General Statutes of North Carolina, sealed proposals for the N. Graham and N. Roberson Streetscape Improvements (the "Project") to be furnished to the Town of Chapel Hill, N.C. will be received by Zakia Alam, Purchasing and Contracts Manager, Town Hall, 405 Martin Luther King Jr. Boulevard, Chapel Hill, N.C., until May 1, 2020 at 10:00am, at which time they will be opened and publicly read.

Prospective bidders may view the plans and specifications for the proposed project on the Town of Chapel Hill website ([www.townofchapelhill.org](http://www.townofchapelhill.org). Click on "Businesses" menu, then "Bid Notices" option, then the name of this project).

An optional pre-bid conference will be held on April 9, 2020 at 10:00 A.M., via phone conference - **call in number 919-969-4881**. All potential bidders are hereby notified that attendance at the optional pre-bid conference is not required for bid submittal.

The Project Manager for this project is Sarah Poulton, Town Managers Office, Town of Chapel Hill. All requests for interpretations related to this RFB must be submitted in writing to the Project Manager at [spoulton@townofchapelhill.org](mailto:spoulton@townofchapelhill.org) by 5:00 P.M. on Wednesday, April 15, 2020. All responses to timely submitted requests for interpretations will be published in the form of an addendum on the Town's website on April 22, 2020.

For questions on the bidding procedures, contact the Town's Purchasing Division at 919-969-5022.

The Town of Chapel Hill reserves the right to reject any and all bids for any reason or no reason and to accept the bid most favorable to the Town of Chapel Hill.

PUBLISHED:

TOWN OF CHAPEL HILL website: [www.townofchapelhill.org](http://www.townofchapelhill.org)  
Interactive Purchasing System (IPS) website: [www.ips.state.nc.us](http://www.ips.state.nc.us)

Date: March 31, 2020

Date: April 1, 2020

## Instructions to Bidders



For

### **N. Graham and N. Roberson Streetscape Improvements**

For

**Town of Chapel Hill  
Chapel Hill, North Carolina**

<b>BID:</b>	P20-105
<b>CATEGORY:</b>	Construction
<b>PROJECT:</b>	N. Graham and N. Roberson Streetscape Improvements
<b>FROM:</b>	Zakia Alam, Purchasing & Contracts Manager
<b>NOTICE DATE:</b>	March 31, 2020
<b>SUBMISSION DATE:</b>	May 1, 2020

**This bid package includes the following documents:**

Notice to Bidders  
Instructions to Bidders  
Bid Proposal Form  
Contract between Owner & Contractor with Performance and Payment Bonds (sample)  
General Conditions of the Contract for Construction  
General Conditions to Contract  
Project Plans  
Technical Specifications  
Construction Details  
COVID19 Documents from CDC and Orange County Health Department

**Project Summary:** Improvements shall be installed along a portion of the public right-of-way and within permanent public easements on both sides of North Roberson Street, between the intersections of West Rosemary Street and West Franklin Street, and both sides of North Graham Street, between the intersections of West Rosemary Street and West Franklin Street, in Chapel Hill, North Carolina. Limited work may be needed within temporary construction easements on private property adjacent to the public right-of-way. Easements are being obtained by the Town.

The Contractor shall complete the work in this contract in strict accordance with Town Standards. The work covered by these Provisions consists of tree and shrub removal, demolition and construction of driveways, demolition and the construction of curb and gutter, brick and concrete sidewalk, ADA accessible curb ramps, asphalt pavement, tree planting pits, underground conduit, and drainage structures.

All work herein specified shall include the doing and furnishing of all miscellaneous and incidental work necessary to complete the installation. The contractor shall be responsible for and correct damage from all causes, until the final completion and acceptance of the entire work.

The contractor shall always maintain access to homes and businesses. If access cannot be maintained, other alternative work arrangements must be submitted to the Town for the Town's review and approval. This may require the contractor to undertake construction activities at nights or weekends to prevent disruption of access to business or adjacent business to the project.

**Projected Project Schedule:**

The Town's goal to use the following schedule if possible:

<b>Bid Request Issued:</b>	March 31, 2020
<b>Pre-Bid Conference:</b>	April 9, 2020, at 10:00 am, Via Phone Conference (Bidders are encouraged to review the worksite before the pre-bid conference)
<b>Requests for Interpretation Due:</b>	April 15, 2020
<b>Addendum Published:</b>	April 22, 2020
<b>Bids Due:</b>	May 1, 2020, at 10:00am at Chapel Hill Town Hall, 405 MLK Jr Blvd., Chapel Hill, NC 27514
<b>Available Construction Start Date:</b>	May 27, 2020
<b>Project Completion Date:</b>	183 calendar days after Notice to Proceed is issued

**Contacts:**

**For Questions about the Proposed Project:**

Sarah Poulton, Downtown Special Projects Manager,  
Project Manager  
Town Manager's Office  
Town of Chapel Hill  
405 Martin Luther King, Jr. Blvd.  
Chapel Hill, NC 27514  
Email: spoulton@townofchapelhill.org

**For Questions about Bidding Procedures:**

Town of Chapel Hill  
Purchasing Division  
919-969-5022

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

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

**I. PRE-SUBMISSION PROCEDURES:**

**A. Requests For Interpretations.** Bidders in doubt as to the meaning of any part of the instructions, specifications, or other documents furnished with or referenced by these Instructions, may submit questions in writing to Sarah Poulton at spoulton@townofchapelhill.org by the "Requests for Interpretation Due" date and time specified above. No further requests for interpretation will be accepted after the deadline.

**B. Addenda.** All responses to timely submitted requests for interpretations will be published in the form of an addendum of the Town's website at www.townofchapelhill.org on April 22, 2020. Bidders shall ascertain that they

have received all addenda issued and shall acknowledge their receipt on the Bid Proposal Form, furnished with the specifications.

**C. Pre-Bid Conference.** An optional pre-bid conference will be held on April 9, 2020 at 10:00 A.M., **via phone conference - call in number 919-969-4881**. All potential bidders are hereby notified that attendance at the optional pre-bid conference is not required for bid submittal. The Town encourages interested bidders to visit the 100 blocks of N. Graham St. and N. Roberson St. on their own before the Pre-Bid Conference.

**D. Expectations for Contract.** It is intended that the successful bidder shall furnish all tools, equipment, machinery, apparatus, labor and materials necessary to complete all work required under the terms of such contract(s) as may be entered into.

## **II. SUBMISSION OF BIDS:**

**A. Receipt of Bids.** Sealed proposals for the furnishing of labor, materials, equipment, and services for construction of the Project will be received by the Purchasing & Contracts Manager at the Town of Chapel Hill Town Hall, Lower Level Parking Deck, 405 Martin Luther King Jr. Blvd., Chapel Hill, North Carolina, **until May 1, 2020, at 10:00am**. Bids shall be enclosed in a sealed envelope addressed to the Purchasing & Contracts Manager, Town of Chapel Hill, 405 Martin Luther King Jr. Blvd., Chapel Hill, North Carolina 27514 and clearly marked "**Bid Proposal – N. Graham and N. Roberson Streetscape Improvements**". The bidder's state contractor license number shall be printed in the lower left hand corner of the envelope containing the bid.

**B. Bid Opening.** All bids received will be opened promptly and read at the specified hour and date set forth in the Notice to Bidders.

**C. Bid Bond/Deposit.** No proposal shall be considered or accepted by the Town of Chapel Hill unless, at the time of its filing, the proposal shall be accompanied by a deposit with the Town of Chapel Hill of cash, a cashier's check or a certified check on a bank or trust company insured by the Federal Deposit Insurance Corporation in an amount equal to but not less than five percent (5%) of the proposal. In lieu of making the cash deposit, as provided above, bidders may file a Bid Bond executed by a corporate surety licensed under the laws of North Carolina to execute the contract in accordance with the bid bond. This deposit shall be retained by the Town of Chapel Hill if the successful bidder fails to execute the contract within ten (10) days after the award or fails to give satisfactory surety as required. **Bid bond shall be enclosed in a separate sealed envelope with Bid Bond printed on the envelope.**

**D. Licenses.** Bidders are hereby notified that Chapter 87 of the North Carolina General Statutes will be observed in receiving and awarding the Contract(s). Accordingly, Bidders must have proper license(s) under the State laws governing their respective trade(s).

**E. Bid Proposal Form.** Bids shall be submitted on the Bid Proposal Form furnished with the specifications and must be completed in ink or typewritten without erasure, interlineations or changes. All prices shall be stated in numerals. In case of conflict, unit prices will take precedence over unit price extensions.

### **F. Execution of Bids.**

1. **Corporations.** Bids by corporations shall be executed in the corporate name by the President or Vice-President (or other duly authorized corporate officer accompanied by evidence of authority to sign), and the corporate seal be affixed and attested by the Secretary or Assistant

Secretary of the corporation. The officer's' signature shall be notarized. The corporate address and state of incorporation shall be shown above the signature.

2. **Partnerships.** Bids by partnerships must be executed in the partnership name and signed by a partner, the partner's title must appear under the partner's notarized signature, and the official address of the partnership and the names of all partners must be typed or printed below the signature.
3. **Other Business Entities.** Bids other than by corporations or partnerships shall be executed by the owner of the firm submitting a bid, in the presence of a notary public whose signature and seal attest said signature.

**G. Minority and Women Owned Enterprises.** Bidder shall make a good faith effort to ensure that, whenever possible, subcontracts are awarded to minority and women's business enterprises in accordance with Town policy. See General Conditions for additional information.

**H. Familiarity with Project Conditions.** Bidders are required to and shall inform themselves fully of the conditions relating to the construction project and labor under which the work will be performed, and a contractor must employ, insofar as is possible, such methods and means in carrying out the work so as not to cause any interruption and/or interference with any other contractor(s).

### **III. MINIMUM REQUIREMENTS FOR CONTRACT EXECUTION AND PERFORMANCE:**

**A. Form of Contract.** The contract to be awarded as a result of this RFB will be in substantially the same form and content as the sample "Contract between Owner and Contractor with Performance and Payment Bonds" included in this bid package. In the event that additional terms and conditions are proposed to be attached to said contract, there shall be none of the following unless Town's express prior written agreement is obtained: (i) any limitation on, or disclaimer of, implied or express warranties or the liability of Contractor; (ii) any limitation on damages, including a limitation on consequential damages; (iii) any requirement for arbitration or for mandatory mediation; (iv) any requirement that Town officials or employees keep information confidential or that records be kept confidential by the Town, unless the requirement for confidentiality meets the requirements of the North Carolina Public Records law.

**B. Federal Requirements.** Unless indicated otherwise below, all provisions in the Contract between Owner and Contractor related to federal requirements, including Davis-Bacon Act provisions, apply.

**This project uses no federal or State funding; therefore, federal requirements do not apply.**

**C. Performance and Payment Bonds.** Performance and Payment Bonds, issued in accordance with Article 3 of Chapter 44A of the General Statutes, each having a penal sum in the full amount of the contract sum, will be required on such contract(s) as may be awarded.

**D. Insurance Provisions.** The successful bidder shall procure and maintain during the life of the contract the Insurance Provisions as outlined in Article 33 of the General Conditions of the Contract for Construction. Required coverage limits will be 1) Commercial General Liability and Business Automobile - \$1,000,000 per occurrence and 2) Workers' Compensation - \$100,000 for both employer's liability and bodily injury by disease for each employee and \$500,000 for the disease policy limit. The Town shall be named as an additional insured for Commercial General Liability and Business Automobile policies. Based on nature of services to

be provided by the contractor and assessment of risk posed to the Town, the Town may require evidence of supplementary insurance coverages.

**E. Commencement of Work.** The successful bidder will be required to commence work immediately upon receipt Notice to Proceed issued by the owner.

**F. Time to Complete Work.** Bidder's attention is called to the contract time limit allowed to complete the work specified after the date of the Notice to Proceed.

**G. Billing and Payment.** The Contractor shall submit a bill to the Town for work performed under this contract. The Contractor shall bill and the Town shall pay the rates set forth Therein. Payment will be made by the Town within thirty (30) days of receipt of an accurate invoice, approved by the by the Contract Coordinator.

**H. COVID-19.** Due to the unknown length of the impact of COVID-19, we are including documents from the CDC and Orange County Health Department that provide guidelines for everyone's safety.

***[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.]***

**BID PROPOSAL FORM**

**BID: P20-105**

N. Graham and N. Roberson Streetscape Improvements  
Town of Chapel Hill  
Chapel Hill, NC

Bidder: \_\_\_\_\_

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

To: Purchasing & Contracts Manager  
Town of Chapel Hill  
405 Martin Luther King Jr. Blvd.  
Chapel Hill, NC 27514

The undersigned, as Bidder, proposes and agrees if this proposal is accepted to contract with the Town of Chapel Hill for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete accordance with plans, specifications, and contract documents, and to the full and entire satisfaction of the Town of Chapel Hill, for the sum of:

Total Base Bid:	_____	(\$ _____)
	dollars	

**UNIT PRICES**

Unit prices are submitted by the undersigned Bidder as a proposed basis for additive or deductive adjustment in the event contract changes in the work are required involving items described. Unit prices shall include all fees, taxes (if specified in the Instructions to Bidders), profit, bond, overhead and similar items. Unit prices are based on same standard of materials in contract documents. Unit prices are listed below.

ITEM #	DESCRIPTION	UNIT	EST. QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1		
2	Traffic Control	LS	1		
3	Install tree protection fencing as needed	LF	50		
4	Sedimentation/erosion control as needed	LS	1		
5	Remove shrubs at 112 N. Graham	LS	1		
6	Remove trees and stumps	EA	10		
7	Remove 4" concrete sidewalk	SF	3,144		
8	Remove 30" curb/gutter	LF	722		
9	Remove Driveway Aprons and Associated Sidewalk	LF	376		
10	Remove concrete driveway	SF	188		
11	Remove asphalt driveways/parking lots	SY	289		
12	Remove brick pavers	SF	467		
13	Remove Approx. 11' Split Rail Fence located at 107 N. Roberson	LS	1		
14	Remove and Replace Scupper near 109 N. Graham (See Plans)	EA	1		
15	Remove Landscape Timbers	LF	117		

16	Remove existing trash can, Purchase and Install New Trash Can (per detail)	EA	1		
17	Remove CMU Wall	LF	12		
18	Remove Existing Handrail along 111-109 N. Graham	LF	44		
19	Remove Cast Iron Drainage Pipe at 108 N. Graham.	LF	17		
20	Remove Approx 15 LF Existing Brick-Faced CMU Wall	LS	1		
21	Saw cut asphalt (in addition to cut for gutter demo)	LF	314		
22	Saw cut concrete (in addition to cut for gutter demo)	LF	20		
23	Replace and tie asphalt driveways to new grade	SY	288		
23	Adjust water meter boxes	EA	17		
25	Adjust Water Valve	EA	2		
26	Adjust Gas Valves	EA	5		
27	Adjust Gas Valve in Existing Concrete Sidewalk of N. Graham St.	EA	2		
28	Adjust Signal Box	EA	1		
29	Remove pipes at face of building and seal	EA	2		
30	Adjust Sanitary Sewer Cleanout	EA	1		
31	Relocate Single Post Sign	EA	13		
32	Relocate Double Post Sign	EA	2		
33	Relocate Parking Pay Station	EA	2		
34	Relocate Existing Fence at 105 N. Roberson	LS	1		
35	Install Town standard curb and gutter (30") with depression for handicap ramps (Detail ST-2)	LF	872		
36	Install Town standard 36" driveway aprons (Detail D-7)	LF	217		
37	Install 4" concrete sidewalk, width varies (Detail ST-4)	SF	4911		
38	Install Town standard brick pavers, 2' to 5' wide (Detail ST-6)	SF	2,900		
39	Install 4'x8' tree grate and Plant Tree (See Details)	EA	4		
40	Install 6" Bollard (See Details)	EA	7		
41	Install 4" concrete walkway	SF	136		
42	Install 6" Concrete for Driveways (See Plans)	SF	258		
43	Install Poured in Place Concrete Wall	LF	129		
44	Install Stainless Steel Handrail (Detail ST-4C)	LF	131		
45	Install Pedestrian Lights	EA	15		
46	Install Thermoplastic Parking Markings	EA	10		
47	Install duct bank (4 conduits) in flowable fill concrete with 3 light turn-outs and junction boxes. Includes #2 copper ground wire.(See Details)	LF	395		

48	Install Curb Outlet and Tie to Existing Active Drain Pipe(s) (See Detail 1 attached)	EA	12		
49	Sawcut and Remove Existing HC Ramp. Install HC Accessible Ramp (See Details)	EA	1		
50	Remove Approx. 9 LF of Concrete Sidewalk and Steps at 111. N Roberson. (See Plans)	LS	1		
51	Remove existing Railroad Ties at 109 N. Roberson. (See Plans)	LS	1		
52	Remove and Replace existing concrete steps at 112 N. Graham.	LS	1		
53	Remove Steps, approx. 15 LF of Brick Walkway, Stacked Stone and Existing Stone Walls along 107 N. Roberson. Install Brick Steps, and approx. 6 LF Brick Walkway (Tie to existing walkway.) (See Plans)	LS	1		
54	Remove Stone Wall along 105 N. Roberson St. Install new Stone Wall (See Plans - Note 18)	LS	1		
55	Install New Brick Faced CMU Wall on N. Roberson St.	LF	132		
Total Base Bid					

**The Town of Chapel Hill reserves the right to remove any work from the contract and its corresponding Base Bid.**

The undersigned further agrees that this proposal shall be valid for a period of sixty (60) days from the date of receipt of the bids and that if this proposal is accepted by the Town of Chapel Hill within this period, the Bidder will execute the contract form and provide surety bonds as described in the Contract and required by North Carolina General Statutes.

The undersigned further agrees to begin the work promptly upon receipt of Notice to Proceed and to pursue the work with an adequate work force to complete the work within 183 calendar days from Notice to Proceed to substantial completion.

The undersigned further acknowledges receipt of the following addenda which will be considered as part of the Contract Documents:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

[SIGNATURES ON FOLLOWING PAGE.]

**BID PROPOSAL FORM**  
**BID: P20-105**  
**N. Graham and N. Roberson Streetscape Improvements**

**SUBMITTED BY THE FOLLOWING CORPORATION:**

Name of Corporation: \_\_\_\_\_  
Address: \_\_\_\_\_  
State of Incorporation: \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CORPORATE SEAL

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the State of \_\_\_\_\_,  
\_\_\_\_\_ County, certify that \_\_\_\_\_, personally came before me this day and  
acknowledged that he/she is the \_\_\_\_\_ of \_\_\_\_\_, a  
\_\_\_\_\_ corporation, and that by authority duly given and as the act of the corporation, the foregoing  
instrument was signed in its name by \_\_\_\_\_, its \_\_\_\_\_, sealed  
with its corporate seal and attested by him/her as its \_\_\_\_\_.

Witness my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

SEAL

**BID PROPOSAL FORM**  
**BID: P20-105**  
**N. Graham and N. Roberson Streetscape Improvements**

**SUBMITTED BY THE FOLLOWING PARTNERSHIP:**

Name of Partnership: \_\_\_\_\_

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

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

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

Partnership Address: \_\_\_\_\_

List of all Partners:

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

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

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

I, \_\_\_\_\_, a Notary Public of the State of \_\_\_\_\_,  
\_\_\_\_\_ County, certify that \_\_\_\_\_ personally appeared before  
me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

SEAL

**BID PROPOSAL FORM**  
**BID: P20-105**  
**N. Graham and N. Roberson Streetscape Improvements**

**SUBMITTED BY THE FOLLOWING BUSINESS ENTITY OTHER THAN CORPORATION OR PARTNERSHIP:**

Name of Business Entity: \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Business Entity Address: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the State of \_\_\_\_\_,  
\_\_\_\_\_ County, certify that \_\_\_\_\_ personally appeared before  
me this day and acknowledged the due execution of the foregoing instrument.  
Witness my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

SEAL

**SAMPLE CONTRACT BETWEEN OWNER AND CONTRACTOR WITH PERFORMANCE AND PAYMENT BONDS**

**TOWN OF CHAPEL HILL, NORTH CAROLINA**

**CONTRACT BETWEEN OWNER AND CONTRACTOR**

**WITH PERFORMANCE & PAYMENT BONDS**

**FOR {Insert Project Name}**

THIS CONTRACT BETWEEN OWNER AND CONTRACTOR (the "Agreement"), is made and entered into as of the date set forth below, between the Town of Chapel Hill (the "Owner"), and {Insert Contractor's Full Legal Name} (the "Contractor"), a duly licensed contractor authorized and qualified to do business in North Carolina.

**Section 1.** For and in consideration of the payments and mutual promises made by the Owner and Contractor, and under the penalty expressed in the bond bearing even date with these presents, and hereunto annexed, the Contractor agrees with the Owner, at the Contractor's own proper cost and expense and with skill and diligence, to provide the labor and furnish all the materials for performance of the work (the "Work") necessary to construct and complete ready for use, {Insert Project Name} (the "Project") or such portion thereof as may be awarded to said Contractor, or to furnish such materials as may be awarded, as herein set forth, all in conformity with the Instructions to Bidders, Plans and Specifications, Detail of Bid Items, insurance requirements and the Contractor's proposal dated \_\_\_\_\_ attached hereto, and incorporated herein by reference, and such detailed directions, drawings, and similar information as may be given by the Owner from time to time during the construction, and in full compliance with this Agreement.

**Section 2.** The Contractor agrees to accept the sum of \$\_\_\_\_\_ (the "Contract Sum") in full compensation for furnishing materials and for all labor in performing all the Work contemplated in this Agreement.

**Section 3.** For the purpose of this Agreement, all directions from the Owner to the Contractor shall be made by \_\_\_\_\_ (the "Designer"), whose address is \_\_\_\_\_. No change orders shall be valid unless signed by the Designer, Town Manager, Department Director, Town Attorney and the Town Finance Officer, and, if required by Town ordinance or resolution, approved and executed by the Town Council.

**Section 4.** The Work will be staked out by the Contractor, as necessary, and reviewed by the Designer at the appropriate stages and times prior to placement of materials. The Contractor will be required to carefully preserve all stakes and grades until authorized to remove them. Construction staking is not a pay item.

The Contractor shall also furnish all proper and necessary assistance and access for reviewing and inspecting the Work.

**Section 5.** The Contractor agrees to substantially complete the Work within \_\_\_\_\_ (\_\_\_\_\_) calendar days following receipt of a written Notice to Proceed and to fully and finally complete the Work, including all punch list items, within \_\_\_\_\_ (\_\_\_\_\_) calendar days after Substantial Completion. Furthermore, the Owner and Contractor acknowledge that because the damages and losses to the Owner in the event of the Contractor's failure to perform the Work within the time set forth herein will be difficult to ascertain and quantify, that there will be \$\_\_\_\_\_ per calendar day assessed against the Contractor as liquidated damages for losses sustained by the Owner for the Contractor's failure to substantially complete the Work within the time established herein, and that the amount of the liquidated damages as provided herein is a reasonable estimate of the Owner's losses. The Owner will hold retainage, in accordance with the General Conditions.

**Section 6.** The Contractor agrees not to employ any incompetent or disorderly person on the Work, and will employ competent, experienced foremen to be in charge of their respective work.

**Section 7.** The Designer, shall in all cases determine the quality and quantity of the Work, including the materials, furnished by the Contractor under this Agreement, and also shall determine all questions in relation to lines, levels, and dimensions of the work, and as to the interpretation of the plans and specifications and as to all time extension requests.

**Section 8.** The grand total of unit price extensions for the Work is \$\_\_\_\_\_. The sum may be modified by valid change orders as provided in the Contract Documents.

**Section 9.** The Contractor agrees that the Contractor's Superintendent, Project Manager, or Foreman in charge of the Work or any part thereof, shall have authority to receive information or instructions regarding the Project and to act on behalf of the Contractor with respect to such information or instructions.

**Section 10.** The Owner may require the Contractor to furnish additional materials, and to do additional work not provided in this Agreement or in the specifications, but which may be found necessary to the proper prosecution and completion of the Work as set forth in Article 19 of the General Conditions of the Agreement (the "General Conditions"). Said General Conditions are attached hereto and incorporated by reference. **No work other than that included in this Agreement shall be done and no additional material shall be furnished by the Contractor without a written Change Order or Construction Change Directive signed by the Designer, Town Manager, Town Department Director, Town Attorney and the Town Finance Officer, and, if required by ordinance or resolution, approved and executed by the Town Council.** In the absence of such written Change Order or Construction Change Directive, the Contractor shall not be entitled to the payment for any additional work.

**Section 11.** The Owner reserves the right to place inspectors on the Work or at the place of shipment, or delivery of materials, or at factory or works of the Contractor, to observe the quality and character of the Work performed and materials used, and the Contractor agrees to afford such inspectors all proper access and facilities for carrying out their duties.

It is agreed and understood that the right of the Owner to review or inspect the Work or materials is retained in order to secure the completion of the Work in conformity with the plans, specifications, and the contract documents, and without unnecessary inconvenience to the public, but nothing contained in the plans, specifications, and the contract documents shall be taken or understood to authorize control by the Owner of any of the Contractor's obligations, or of the means or methods for performance of the Work, or as to make the Contractor an agent of the Owner.

**Section 12.** The Contractor acknowledges and agrees that **no employee of the Owner or the Designer HAS ANY POWER TO VARY THIS CONTRACT without a written Change Order or Construction Change Directive** as set forth in Article 19 of the General Conditions and that any variation from this Agreement shall be at the Contractor's own risk.

**Section 13.** The Contractor and Owner agree that this Agreement may not be assigned or transferred, including any assignment by operation of law, without the consent of the other. The assignment or transfer, including any assignment by operation of law, of any part of the Work by the Contractor shall not in any way relieve the Contractor of the Contractor's obligations, and the Owner will look to the Contractor, and not the subcontractor, for the faithful performance of the Work.

**Section 14.** The Contractor agrees to immediately remove and reconstruct at the Contractor's own expense all work or materials not in conformity with this Agreement, and any failure on the part of the Designer or Owner to reject

nonconforming work or material before the final completion and acceptance of the entire Work or material, shall not be considered an acceptance of the Work or material, or any part of it, notwithstanding that such Work or material previously may have been paid for.

**Section 15.** On the final completion of the work, the Owner shall proceed with due diligence and in accordance with the General Conditions to pay or cause to be paid within thirty (30) days thereafter the Contract Sum as modified by valid change orders signed as provided herein, less progress payments previously made, in legal tender of the United States and the acceptance of payment of such final amount shall release the Owner from all claims by the Contractor for Work done, materials furnished, or any other claims under or relating to this Agreement.

**Section 16.** The Owner may at any time require full release of all claims for materials or labor furnished for the Work and may withhold payments of amounts reasonably adequate to pay such claims until the Contractor has produced evidence reasonably sufficient to establish that such claims have been resolved.

**Section 17.** The Contractor agrees to perform the Work in such a manner as to be of least inconvenience to the Owner and public. The Contractor agrees to comply with all ordinances and regulations affecting the Work in any manner, and with all sanitary rules and regulations, taking precaution to avoid creating unsanitary conditions.

**Section 18.** The Contractor further agrees that if there is a material breach of this Agreement by the Contractor as provided in Article 29 of the General Conditions, the Owner shall have the right to notify the Contractor of the Contractor's default. Upon notification of such a default, the Contractor shall discontinue said work or such part of parts thereof as the Owner may designate, and the Owner shall thereupon have the power and the right to proceed as provided in Article 27 or other applicable provision of the General Conditions.

**Section 19.** The Contractor shall maintain worker's compensation, general and automobile liability and property damage insurance as set forth in the General Conditions. The Contractor shall indemnify and save harmless the Owner from all costs, damages, expenses, suits, actions, proceedings of every name and description in law or equity, including reasonable attorneys' fees, brought against it or its officers, agents or employees arising out of or related to the performance of the Work, arising out of or related to infringement of any patent, or due to or in consequence of any negligence or any action, error or omission of the Contractor, where Contractor's actions are the proximate cause of the loss, damage or expense.

**Section 20.** The Contractor must be in full compliance with all applicable federal and state laws, including those on immigration.

**Section 21.** The Contractor contractually agrees to administer all functions pursuant to this Contract without discrimination because of race, creed, sex, national origin, age, economic status, sexual orientation, gender identity or gender expression.

**Section 22.** The Contractor shall furnish the Owner certified statements setting forth the cost of the materials purchased from each vendor and the amount of North Carolina sales and use taxes paid thereon. In the event the Contractor makes several purchases from the same vendor, the Contractor's certified statement shall indicate the invoice number, the inclusive dates of the invoices, the total amount of the invoices, and the North Carolina sales and use taxes paid thereon. The Contractor's certified statement shall also include the cost of any tangible personal property withdrawn from the Contractor's warehouse stock and the amount of North Carolina sales or use tax paid thereon by the Contractor. The Contractor shall furnish such additional information as the Commissioner of Revenue of the State of North Carolina may require to substantiate a refund claim by the Owner for sales or use taxes. The Contractor shall obtain and furnish to the Owner similar certified statements by the subcontractors. The certified statements to be furnished shall be in the form of the standard CONTRACTOR'S SALES TAX REPORT and shall be submitted with each

request for payment. The Owner will not make payment to the Contractor until the CONTRACTOR'S SALES TAX REPORTS ARE SUBMITTED. Any and all refunds received by the Owner of said taxes shall remain with the Owner, and the Contractor shall not be entitled to such refund.

**Section 23.** The Contractor hereby agrees that the Contractor has read each and every clause of this Agreement and fully understands the meaning of the same, and that the Contractor will comply with all the terms herein. This Agreement is to be executed in two copies, one copy to be delivered to the Contractor and the other to be retained by the Owner.

**Section 24.** This Agreement is subject to the terms of all federal, state, and local requirements for the Work whether or not such requirements are set forth in the body of this contract.

**Section 25.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina.

**Section 26.** This agreement may be amended or modified only by a writing signed by the Owner and Contractor.

**Section 27.** This Contract is subject to the provisions of the North Carolina General Statutes regarding the dispute resolution process. Accordingly, the following procedure shall be used to resolve any disputed issues, where the amount in controversy exceeds \$10,000, arising out of this contract or the construction process thereunder. If a dispute occurs between the Owner and Contractor arising out of or relating to the Contract or an alleged breach thereof, the Owner and Contractor agree to attempt to resolve the dispute by engaging in good faith negotiations. If the dispute cannot be resolved by negotiation, the Owner and Contractor agree as a condition precedent to commencing a lawsuit to submit the dispute to non-binding mediation under the construction mediation rules of the American Arbitration Association. The parties agree to exercise good faith efforts to complete any such mediation within ninety (90) days after the demand for resolution has been delivered. The work shall proceed as required by the contract documents during the pendency of any mediation or litigation. In the event a dispute cannot be resolved through non-binding mediation, the courts and the authorities of the State of North Carolina shall have exclusive jurisdiction over all controversies between the parties which may arise under or in relation to this Contract. Venue is properly laid in Orange County, North Carolina for any state court action and in the Middle District of North Carolina for any federal court action.

**Section 28. E-Verify:** Contractor shall comply with the requirements of Article 2 of 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.

**Section 29. Contractor's Affidavit:** The final payment of retained amount due the Contractor on account of the Contract shall not become due until the Contractor has furnished to the Owner directly or through the Designer an affidavit signed, sworn and notarized to the effect that all payments for materials, labor, services or subcontracted Work in connection with this Contract have been satisfied, and that no claims or liens exist against the Contractor in connection with this Contract.

*[SIGNATURES ON FOLLOWING PAGE]*

This Contract is between the Town of Chapel Hill and **{Insert Contractor's Full Legal Name}** for **{Insert Project Name}**.

IN WITNESS WHEREOF, the parties hereto cause this agreement to be executed in their respective names.

**{INSERT CONTRACTOR'S FULL LEGAL NAME}**

\_\_\_\_\_  
SIGNATURE

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

\_\_\_\_\_  
WITNESS

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

**TOWN OF CHAPEL HILL**

\_\_\_\_\_  
DEPARTMENT HEAD/EXECUTIVE DIRECTOR OR DEPUTY/TOWN MANAGER

\_\_\_\_\_  
PRINTED NAME & DEPARTMENT

ATTEST BY TOWN CLERK:

\_\_\_\_\_  
TOWN CLERK

TOWN SEAL

**Town Clerk** attests date this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Approved as to Form and Authorization. This is to certify that I have examined the attached Contract Documents, other than the Detailed Specifications and Appendices thereto; that after said examination I am of the opinion that such documents conform to the Laws of the State of North Carolina and that execution of the Contract and the Performance and Payment Bonds are in due and proper form and; that the Owner signatures are duly authorized to execute said Contract.

\_\_\_\_\_  
TOWN LEGAL STAFF

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

\_\_\_\_\_  
FINANCE OFFICER

\_\_\_\_\_  
DATE

## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

- A. **Standard Specifications:** The 2018 Standard Specifications for Roads and Structures of the North Carolina Department of Transportation hereinafter referred to as the “Standard Specification” shall apply on all portions of the project unless otherwise specified herein. Where specifications refer to particular items, materials, procedures, etc., the appropriate section of the Standard Specifications shall apply. The absence of a description or specification for any item shall automatically refer to the appropriate section of the Standard Specifications.
- B. **OSHA Requirements:** The Contractor shall comply with applicable OSHA safety regulations while performing work for the Town of Chapel Hill. This includes provisions for safety of workers, pedestrians and motorist within the work zone.
- C. **Addenda:** All addenda will be posted on the Town’s website [www.townofchapelhill.org](http://www.townofchapelhill.org). It shall be the Bidder’s responsibility to make inquiry as to the 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 by the Bidder.
- D. **Subsurface Investigation:** The Contractor shall make his own subsurface investigations. Any information obtained by the Town as a result of its own subsurface investigations will be made available upon request. This information (when available) is provided for informational purposes only and shall not relieve the Contractor of making own investigations.
- The Contractor shall contact NC 811, OWASA, Town of Chapel Hill Traffic Operations, and UNC Electric to locate any underground utilities prior to digging.**
- E. **Rejection of Bids:** The Town of Chapel Hill reserves the right to reject any and all bids and to waive any and all informalities therein and to award a contract in the best interest of the Town of Chapel Hill. The award shall, if made, be to the lowest responsive and responsible bidder taking into consideration quality, performance, and the time specified in the proposal for the performance of the contract. The Town of Chapel Hill further reserves the right to accept any bid in part without incurring any obligation as to the rejected portion of the bid and to re-solicit bids on the required services, or to reject any and all bids and formally advertise for bids on the required services or portions thereof.
- F. **Application:** The work contemplated and covered by this specification and items under which the bid is to be made are listed on the Bid Proposal Form.
- G. **Quality of Work:** All materials furnished and work performed shall be strictly of the best quality of their respective kinds and suitable for the use intended, subject to approval by

the Town. Unless otherwise specified, all materials shall be new, unused, and of recent manufacture. All equipment and tools shall be clean and in good working order. All workers shall be qualified in the work assigned and to operate equipment or machinery as directed.

- H. **Submittals:** Samples, drawings, manufacturer's cut sheets, and other information pertaining to specified materials and furnishings shall be submitted in a timely manner for approval by the Town. Only materials and furnishings approved in writing by the Town shall be used in completion of the project. No substitutions or deletions are allowed without prior written authorization by the Town.
- I. **Quantities:** The quantities shown on the Bid Proposal Form are estimates only. They are not exact and should not be so construed. Payment will be made on unit prices. The Town of Chapel Hill specifically reserves the right to increase or decrease the quantity for required services to meet additional or reduced requirements.
- J. **Payment:** Progress payment will be made on ninety percent (95%) of the estimated work done less payments previously made. The Town of Chapel Hill shall retain the remaining five percent (5%) until acceptance of all work contracted for is fully completed.
  - A. **Demolition:** The limits of demolition shall be marked and reviewed with a representative of the Town prior to any demolition activity. The unit price quoted for demolition and removal of concrete curb and gutter **shall include any necessary saw cut of adjacent asphalt.**
  - B. **Coordination:** The Contractor shall cooperate with other contractors and adjacent property owners and so arrange the work as to cause the least inconvenience to all concerned. Every effort should be made to prevent disruption of access to adjacent properties by the public. Some driveway reconstruction must be phased in a way that allows one-way traffic to continue.

Coordination of Pedestrian Light installation shall be made with Duke Energy.

Coordination of adjustments to water meters, water valves or sewer cleanouts shall be made with Orange County Water and Sewer Authority (OWASA).

Coordination of adjustments to gas valves, meters and pipe lines shall be made with Dominion Energy.

- C. **Restoration:** The Contractor shall be responsible for and correct all damage from all causes, until the final completion and acceptance of the entire work. All private and public

property disturbed in the process of project construction shall be restored to the condition existing prior to construction or as otherwise specified on the plans.

- D. Erosion and Sediment Control Measures:** Erosion and sedimentation control devices shall be installed as needed and maintained according to the standards of the Town and Orange County. The Contractor shall immediately correct any deficiencies in erosion and sedimentation measures identified by the Town or local state agency. The Contractor shall indemnify and hold harmless the Town for any penalties imposed against the Town by any local or state agency for the Contractor's failure to install and properly maintain erosion and sedimentation control devices.
- E. Pavement Removal:** When a portion of any area of asphalt, concrete sidewalk or curb and gutter must be removed, all areas to be removed shall be defined by a machine sawed joint prior to removal. The Contractor shall exercise caution when removing the curb, such that the edge of the pavement will be smooth. The existing asphalt shall be saw cut to obtain a straight edge.
- F. Demolition and Construction Debris:** Disposal of all waste material from construction sites shall be made in strict accordance with all 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 demolition. The cost of permits and disposal of demolition debris shall be included in the unit prices listed in the proposal.
- G. Concrete Work:** The work in this item consists of all work covered in **Section 848 of the 2018 NCDOT Standard Specification "Concrete Sidewalk and Driveways,"** unless otherwise expressly specified.
1. Prior to placing forms the base or subgrade shall be stabilized and compacted according to standard specifications. **Any stone used in this work shall be considered incidental to curb/ gutter and sidewalk construction and shall not be a separate pay item.**
  2. All concrete used in construction of this project shall contain fiber and be 3000 psi strength at twenty-eight (28) days, unless otherwise specified (see detail for reinforced curb and gutter at bus stops).
  3. All curb/gutter and sidewalk in this project shall be given a broom finish with the brush marks perpendicular to the curb line or gutter line. Expansion joints in the sidewalk shall be installed at least every 50 feet. Sidewalk control joints shall be tooled not wider than ¼" at approximately every 5 feet.
  4. Curb and gutter sections shall be constructed to the existing line and grade of the current roadway, unless otherwise directed by the Engineer. Cross slope on sidewalks shall not

exceed 2%. Match existing curb elevation at junction of existing and new curb and gutter.

5. Wherever possible, existing utilities shall be sleeved under the new concrete sidewalk.
6. The contractor shall be responsible for all asphalt and patch work associated with the installation of the curb and gutter unless otherwise stated on plans. Asphalt patch work shall not be a separate pay item, it shall be considered incidental to the work.
7. The contractor shall be responsible for seeding and mulching any disturbed areas associated with the installation of the curb and gutter. This work shall not be a separate pay item, it shall be considered incidental to the work.
8. Sidewalk detail: Where sidewalk is installed over a ductbank turnout, a stamp indicating "TCH" shall be imprinted in the concrete where the conduit run passes under the edge of the sidewalk. Town staff will provide the stamp to be used in wet concrete.
9. Concrete sidewalks are considered to be 5 feet in width but may be wider due to previous construction. The width of the brick paver section will be adjusted to ensure a minimum sidewalk width of 5 feet. The contractor shall match the construction plans and existing conditions along with consultation with the Engineer for sidewalk construction widths.

**H. Retaining Walls:** A series of brick veneer retaining walls, including a set of brick steps shall be installed as per the attached specifications and as shown on the plans. Brick faced CMU walls to be built on the west side of North Roberson Street shall match existing brick faced cmu wall on West Rosemary Street in brick, size, style and color and in joint technique (see detailed plans).

**I. Brick pavers:** 1630-P red-flashed wire-cut modular paver brick from Triangle Brick Company, 6523 NC Highway 55, Durham, NC 27713. Bricks shall be laid in a cross bond pattern perpendicular to the curb. Bricks are laid on compacted gravel screenings with mortar sand swept in the joints and again at least once per week for 3 weeks after initial installation. Bricks should be set 1/4" higher than the adjacent curb and sidewalk to allow for settling. The alternating pattern of full brick/half-brick shall start at the edge of the sidewalk thereby ending a row with partial bricks as needed at the back of curb.

Brick pavers with detectable warning truncated domes to be installed in the handicap ramps shall be Adams Products domed red brick or equivalent red brick paver with truncated domes to meet current standards of the Americans with Disabilities Act. Domed brick pavers shall be set flush in mortar sand over a 5" minimum concrete base as per the attached detail.

**K. Tree pits:** Tree pits located between the new curb and sidewalk shall be excavated to a depth of 18 inches for a width of 4 feet and a length of 20 feet. Each pit shall be backfilled with a structural soil mix of 70% Stalite expanded slate and 30% sandy loam. Tree grates are to be purchased by the Town and stored at the Town Operations Center. A cast iron, unpainted 4' x 6' tree grate shall be centered on each tree pit and installed according to the manufacturer's specifications. Tree grates are specified as (Model # R-8815-1) made by Neenah Foundry, Metropolitan series, in 2 halves with frame, no light wells. See [www.nfco.com](http://www.nfco.com) . **NOTE: Where tree grates are to be located, the distance between the back of curb and the edge of new concrete sidewalk shall be planned to exactly fit the exterior frame width (49 3/8") of the 4' x 8'tree grate specified. See attached detail.**

**L. Curb outlets:** Existing active roof drains shall be tied into subsurface storm drainage structures where available. Otherwise, whenever possible multiple roof drains in a section of Streetscape between driveways shall be piped together below grade and routed into a single cast iron curb outlet Neenah Foundry Curb Opening R-3262-1.

**M. Ductbank:** The Town's underground utility ductbank shall be installed under the concrete sidewalk as per the attached detail, except where directional boring is utilized as shown on the plans. The standard ductbank requires 3-inch schedule 40 PVC pipe and elbows encased in red flowable fill concrete, including #2 bare copper wire for grounding purposes.

Junction boxes shall be 13"x 24" flared wall concrete polymer assembly by Hubbell Power Systems, Inc. or comparable model subject to approval by the Town. Each box shall be installed so that the top of the cover is just underneath brick pavers. Covers for all junction boxes shall be secured by pentabолts with 5-sided heads as required by Duke Energy. Over the center of each junction box, the contractor shall install a buff-colored brick paver as a marker brick for locating each box. Submit sample of marker brick to the Town for approval prior to installation.

Additional single conduit installation will be installed for future connections to the ductbank from existing electrical service poles.

**N. Furnishings:** Streetscape furnishings shall be as follows:

**Trash Receptacles:** 1 to be removed; 1 new container to be added.

Victor Stanley Ironsites Series

S-424 36-gallon capacity (includes liner)

With standard lid

Victor Stanley green

[www.victorstanley.com](http://www.victorstanley.com)

Trash receptacles are set in brick-paved areas as shown on the plans with lip aligned plumb with edge of sidewalk.

**Pedestrian Lights:** 15 new lights to be added.

Ordered through Duke Energy.

Style “C” 15-foot cast aluminum fluted pole with decorative base

Color RAL 6012 (Dark green)

15’ mounting height a 75 watt LED ‘Bell’ fixture on Davit arm

- O. On-Street Parking and bus stops:** The Contractor shall coordinate with the Town of Chapel Hill Parking Services Supervisor [Scott Banks, (919) 968-2804] to accommodate any work or staging that would limit use of existing parking spaces and/or loading zone at the curb on N. Graham Street and North Roberson Street as well as ingress, egress at Town-owned parking lots.
- P. 105 North Roberson Street** - Work proposed at the entrance to 105 North Roberson Street shall be completed with stone matching the existing features in size, color, and finish. Stones from the wall being demolished should be salvaged and reused as much as possible in construction of the new stone wall. The concrete walk will be replaced, beginning at the porch steps, with a slope down to the street sidewalk and shall meet the current applicable standards of the Americans with Disabilities Act of 1990.

### **III. CONSTRUCTION MANAGEMENT AND TRAFFIC CONTROL:**

- A. Contractor Responsibility:** The Contractor shall provide a traffic control and pedestrian management plan for review and approval by the Town at least 48 hours prior to the start of work requiring the use of traffic control devices all traffic control devices and signs to warn the traveling public in accordance with the latest Manual on Uniform Traffic Control Devices and all supplements thereto.
- B. Access to Adjacent Businesses** - During construction, access to adjacent businesses shall be maintained with pedestrian safety measures provided by the Contractor. When concrete sidewalk is poured and finished, temporary boardwalks or bridges/ramps shall be provided to adjacent doorways or walkways as needed for businesses that are open.

Installation of driveway aprons and sidewalk crossings shall be coordinated with adjacent businesses to minimize disruption to ingress and egress. Some driveway reconstruction must be phased in a way that allows one-way traffic to continue, as designated on the plans.

When access to a private parking lot is interrupted, the Contractor shall provide one week’s advance notice to the affected business owner and to the Town so that alternative parking may be arranged.

- C. Maintenance of Traffic:** The Contractor shall coordinate with the Public Works Director and property owners prior to removing and restoring any driveway access. Incidental

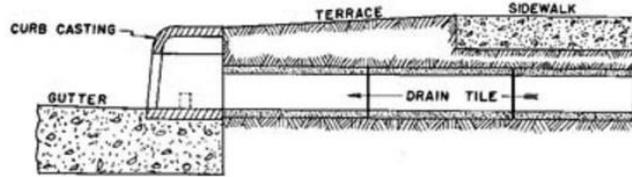
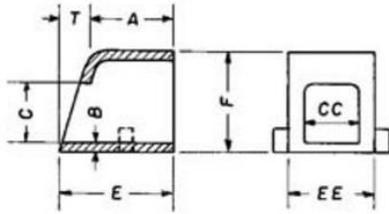
stone will be used to provide access for affected business owners. Access to parking lots must be maintained during regular business hours. The Contractor shall provide adequate drainage under driveways and within the project area for the duration of the project.

- D. Traffic Control Signs:** The Contractor shall furnish, erect, operate, relocate, maintain and remove all temporary traffic control devices necessary for notifying and controlling both pedestrian and vehicular traffic. All permanent signing required on this project will be furnished, erected, operated, relocated, and maintained by the Town of Chapel Hill. Regulatory signs must remain in place during demolition and construction.
- E. Street and Lane Closures:** Signs will be in place a minimum of 48 hours and no more than 96 hours before any construction activity begins. The Contractor will need approval from the Public Works Director in order to close any street and shall notify the Town at least ten (7) days prior to closing a street, and five (5) days prior to closing a travel lane. The Contractor shall begin work on a street on the scheduled date of the closure.

## TECHNICAL SPECIFICATIONS

The 2018 Standard Specifications for Roads and Structures of the North Carolina Department of Transportation, and the Town standards and detail shall apply on all portions of the project unless otherwise specified herein.

# CONSTRUCTION DETAILS



## R-3262 Series

### Storm Water Curb Openings

Heavy Duty

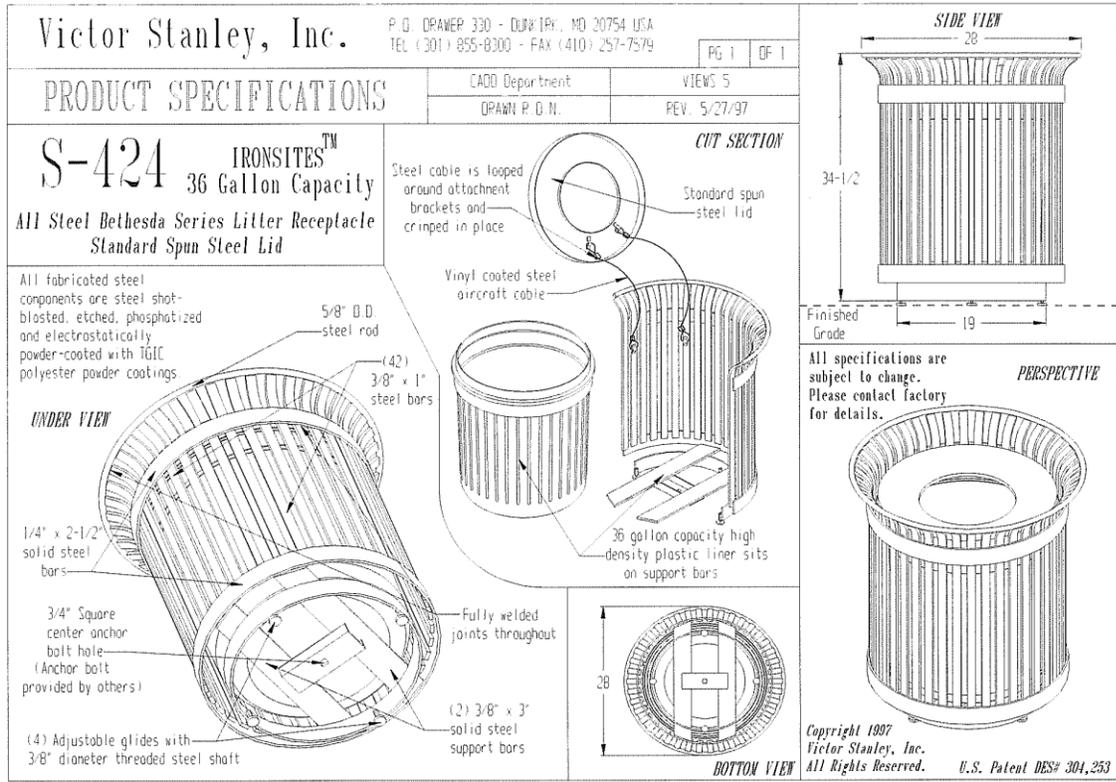
*Rear view of R-3262-3 only.  
(optional)*

Curb opening castings are used as shown, where it is advantageous to transmit stormwater from downspout in shallow drains and discharge it through the curb to the street gutter.

Catalog No.	A	B	C	C-C	E	E-E	F	T
R-3262-1	5	1/2	4	4	6	5	7	1

## 1 CURB OUTLET





**Add washer inside the frame to secure nut holding receptacle on anchor bolt.**

**2 STREETScape TRASH RECEPTACLE (NOT TO SCALE)**