

1.1 PROJECT

Little River Park – Phase 1
Zebulon, NC

1.2 SITE

- A. Firm: Alfred Benesch & Company, Inc.
8000 Regency Parkway, Suite 175
Cary, NC 27518

Landscape Architect: Joe Pung, PLA

- C. Civil Engineer: Nikki Palen, PE



TOWN OF ZEBULON
Little River Park – Phase 1

Town of Zebulon
Little River Park – Phase 1
Bid Proposal Form

SINGLE PRIME GENERAL CONSTRUCTION WORK

The undersigned, as Bidder, hereby declares that the only person or persons interested in this Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the specifications for the work and the Contract Documents relative thereto, including addenda, if any, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees if this Proposal is accepted to contract with the Town of Zebulon with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and Contract Documents, for the sum of:

Base Bid: _____
Dollars _____ (\$_____).

General Contingency (5% of Base Bid Only): _____
Dollars _____ (\$_____).

Construction Testing Allowance: Three thousand dollars
Dollars _____ (\$3,000.00).

Restroom/Shelter Allowance: Two hundred fifty-six thousand dollars
Dollars _____ (\$256,000.00).

Total Bid: _____
Dollars _____ (\$_____).

Total Bid is all work in accordance with the aforementioned contract document including the Base Bid plus General Contingency plus Construction Testing Allowance plus Restroom/Shelter Allowance.

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For separate prime bids to a single prime contractor pursuant to G.S. 143-128, the separate prime contractor shall not submit a higher bid to any single prime contractor than the separate prime bid submitted to the Owner for the same scope of work, including the cost of bonds. Therefore, if the separate prime contractor is NOT including the bonds in its bid to a single prime contractor, the deduction for bonds shall be clearly shown in the bid to the single prime contractor

SUBCONTRACTOR LISTING:

(OTHER CONTRACTOR)

Name: _____ Lic.No. _____
\$ _____

(OTHER CONTRACTOR)

Name: _____ Lic.No. _____
\$ _____

(OTHER CONTRACTOR)

Name: _____ Lic.No. _____
\$ _____

(OTHER CONTRACTOR)

Name: _____ Lic. No. _____
\$ _____

The Bidder further proposes and agrees hereby to commence work under his Contract on a date to be specified in a written order of the Town of Zebulon and shall fully complete all work there under within the number of consecutive calendars days stipulated in the Supplementary General Conditions. Applicable liquidated damages shall be as stated in Supplementary General Conditions.

BID PROPOSAL FORM

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The undersigned acknowledges receipt of the following addenda issued during the time of bidding and includes the changes therein in this Proposal:

Addendum Number _____, Dated _____

Addendum Number _____, Dated _____

Addendum Number _____, Dated _____

Addendum Number _____, Dated _____

Addendum Number _____, Dated _____

UNIT PRICES

Unit prices are complete for labor, equipment, material, overhead and profit. Base bid includes the stipulated quantity of each item. Unused amount will be credited to the Owner by change order at the end of the project.

(Increase number of lines as needed for project)

Item No.	Description	Unit Measure	Quantity	Unit Price	Total Cost
1	Rock removal and disposal on-site	CY	100		
2	Rock removal and disposal off-site	CY	100		
3	Unsuitable soil removal and disposal on-site	CY	100		
4	Unsuitable soil removal and disposal off-site	CY	100		
5	Imported structural fill	CY	100		
6	CABC stone, purchased transported, installed, and compacted	Tons	100		
7	Concrete sidewalk purchased, transported, installed	SY	100		
8	Grass seeding, purchased, transported, installation, fertilizer, lime, mulch	SF	1,000		
9	Asphalt, S9.5B, purchase, transported, installed	TONS	100		

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The undersigned agrees that this Proposal will not be withdrawn for a period of sixty (60) days.

The undersigned further agrees that in the case of failure on his part to execute the said Contract and the Bond within ten (10) consecutive calendar days after written notice being given of the award of the Contract, the check, cash or Bid Bond accompanying this Bid shall be paid into the funds of Owner's Account set aside for this Project, as liquidated damages for such failure; otherwise the check, cash or Bid Bond accompanying this Proposal shall be returned to the undersigned.

Respectfully submitted this _____
day of _____, 20____.

(Name of Firm or Corporation making Bid)

By: _____

WITNESS:

(Proprietorship or Partnership)

Title: _____
(Owner, Partner, or Corporation
President or Vice President only)

Address: _____

License No.: _____

ATTEST:

By: _____

Title: _____
(Corporation Secretary or Assistant Secretary only)

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SECTION 00 31 32 - QUALIFICATION OF SUBSURFACE EXPLORATION

1.1 GEOTECHNICAL DATA

The attached report of the ‘Geotechnical Exploration’ for the project site prepared by Froehling & Robertson, Inc. as identified below is included without modifications in its entirety. The Designer and Owner have used this information as a guidance in the preparation and design of this project.

This report is furnished to the contractor, for information purposes only, so that he has full disclosures of all information available to the Owner and Designer with respect to subsurface conditions of the project site.

The contractor shall study the general information included within and the specific directive of the Contract Documents regarding all project earthwork.

Report:

Report of Subsurface Exploration and Geotechnical Engineering Evaluation
Little River Park – Phase 1
Zebulon, North Carolina
F&R Project No. 66C-0145

Prepared By:

Froehling & Robertson, Inc.
310 Hubert Street
Raleigh, NC 27603

END OF SECTION 00 31 32

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SECTION 01100 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Work covered by the Contract Documents.
 - 2. Type of the Contract.
 - 3. Work phases.
 - 4. Work under other contracts.
 - 5. Products ordered in advance.
 - 6. Owner-furnished products.
 - 7. Use of premises.
 - 8. Owner's occupancy requirements.
 - 9. Work restrictions.
 - 10. Specification formats and conventions.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification:
 - 1. Project Location: 1800 West Gannon Avenue
Zebulon, North Carolina
- B. Owner: Town of Zebulon
- C. Engineer: Alfred Benesch & Company, Inc., 8000 Regency Parkway, Suite 110, Cary, NC 27518.
- D. The Work consists of the following:
 - 1. Construction and/or installation including project management, coordination,

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scheduling, site clearing and grubbing, selective demolition, staking, layout, erosion control, earthwork, storm sewer, utilities, concrete, asphalt, landscaping, pre-engineered restroom facility and shelter, site furnishings, landscaping and ancillary work illustrated in the contract documents.

1.4 TYPE OF CONTRACT

- A. Project will be constructed under a single prime contract.

1.5 PERMITS AND INSPECTIONS

- A. The Architect has applied for permits and received approval from the following local and state authorities. The contractor shall remain responsible for any other required permits and regulatory approvals.
 - a. Wake County Watershed Management Construction Plan Approval
 - b. Town of Zebulon Zoning and Site Plan
 - c. Town of Zebulon Floodplain Development Permit
 - d. NCDEQ Sedimentation & Erosion Control
 - e. NCDOT Driveway Permit
 - f. NCDOT Encroachment Agreement
- B. Permits: The Contractor shall contact each permitting authority and arrange to secure the permits.
 - a. Town of Zebulon Building Permit

1.6 USE OF PREMISES

- A. General: Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits.
- B. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Owner Occupancy: Allow for Owner occupancy of Project site.
 - 2. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Owner Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed areas before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of

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the total Work.

1.7 WORK RESTRICTIONS

- A. On-Site Work Hours: Work shall be generally performed during normal business working hours.
 - 1. Weekend Hours: **Comply with Town of Zebulon noise ordinance.**
 - 2. Early Morning Hours: **Comply with Town of Zebulon noise ordinance.**
 - 3. Hours for Utility Shutdowns: **Comply with Town of Zebulon utility company requirements.**

1.8 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "MasterFormat" numbering system.
 - 1. Section Identification: The Specifications use Section numbers and titles to help cross- referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
 - 2. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

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1.9 MISCELLANEOUS PROVISIONS

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01100

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SECTION 01210 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowances.
 - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
 - 1. Lump-sum allowances.
 - 2. Unit-cost allowances.
 - 3. Quantity allowances.
 - 4. Contingency allowances.
- C. Related Sections include the following:
 - 1. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders for allowances.
 - 2. Division 01 Section "Unit Prices" for procedures for using unit prices.
 - 3. Division 01 Section "Quality Requirements" for procedures governing the use of allowances for testing and inspecting.
 - 4. Divisions 02 through 49 Sections for items of Work covered by allowances.

1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

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1.4 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.5 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.6 LUMP-SUM UNIT-COST AND QUANTITY ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.

1.7 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

- A. General Contingency: Include a contingency allowance of 5% of the Base Bid for each project for use according to the Owner's instructions. This amount shall be included in the total bid amount. See the bid form proposal.
- B. Allowance No. 1: Include a construction testing allowance of \$3,000 in the total bid amount for project for use as directed by the Architect and recommended in the Report of Subsurface Exploration and Geotechnical Engineering Evaluation for construction testing. Contractor is responsible for coordination, communication, sequencing of work, and payments to construction testing company. The Architect and Owner reserve the right to select the construction testing company.
- C. Allowance No. 2: Include an allowance of \$256,000 in the total bid amount for the project for use as directed by the Architect for the proposed restroom/shelter. Refer to specifications and plans and detail sheets for additional information. General Contractor is responsible for coordination, communication, sequencing of work, and payments to vendors, and making site pad ready. GC is also responsible for canopy lights, switches, panel B and work shown on sheet E1.0. The Architect and Owner reserve the right to select the restroom/shelter vendor. Allowance should include delivery of materials, excavation, reinforced foundation installation, electrical and plumbing, tie water, sewer, and power into service lines to within 10' of building, building assembly, and concrete slab installation.
- D. Note: UP-1 through UP-9 are EXCLUDED from the total bid amount. See the Bid Form proposal additional information.

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END OF SECTION 01210