

1055

Robert C. Edwards
Mayor

Susie Walters
Mayor Pro Tem

Cliff Ogburn
Town Manager



Town of Nags Head
Post Office Box 99
Nags Head, North Carolina
27959
Telephone 252-441-5508
Fax 252-441-0776
www.nagsheadnc.gov

M. Renée Cahoon
Commissioner

John Ratzenberger
Commissioner

Marvin Demers
Commissioner

NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT
PURCHASE ORDER # 1A-02607

**THIS CONTRACT IS NOT VALID WITHOUT THE REQUIRED ACCOMPANYING/
CORRESPONDING PURCHASE ORDER**

DA
(CONTRACTOR initials)

THIS CONTRACT is made and entered into this the 15th day of April 2014 by and between the TOWN OF NAGS HEAD, a public body corporate of the State of North Carolina, (hereinafter referred to as "the TOWN") party of the first part and Hatchell Concrete, Inc., P. O. Box 2405, Manteo, NC 27954, (hereinafter referred to as "CONTRACTOR"), party of the second part.

1. **SERVICES TO BE PROVIDED AND AGREED CHARGES**

The services and/or material to be furnished under this contract (hereinafter referred to collectively as "SERVICES") and agreed charges are as follows:

All construction required for a pathway repair project spanning from eastern extents of the NCDOT right-of-way margin of S. Old Oregon Inlet Rd. (N.C.S.R 1243) from Whalebone Junction to the southern terminus of S. Old Oregon Inlet Rd (N.C.S.R.1243), Nags Head, NC and as specifically described in the Scope of Work and Scheduled Replacement Locations, in accordance with the bid documents for "**S. NAGS HEAD MULTI-USE PATH REPAIR PROJECT**" as prepared by the Town of Nags Head and, dated March 24, 2014 (the notice to bidders).

Total contract price is \$48,743.13 (Forty Eight Thousand Seven Hundred Forty Three Dollars and Thirteen Cents). Price is in accordance with CONTRACTOR's bid Proposal, dated April 8th, 2014 and amended April 11th, 2014 (see attached e-mail documentation).

It is mutually agreed by and between the TOWN and CONTRACTOR that construction under this contract will commence no later than April 28, 2014. The contract completion date shall be May 23, 2014 with time being of the essence. If CONTRACTOR fails to complete work under this contract by May 23, 2014, the TOWN will be damaged thereby, and because the amount of the TOWN's damages, inclusive of expenses for inspection, superintendence and necessary traveling expenses is difficult if not impossible to definitely ascertain and prove, it is hereby agreed that the sum of \$250.00 shall be due from CONTRACTOR, as liquidated damages for every day's delay in finishing the work in excess of the completion date prescribed; and the CONTRACTOR hereby agrees that said sum shall be deducted from monies due the CONTRACTOR under the contract or, if no money is due the CONTRACTOR hereby agrees to pay to the TOWN as liquidated damages, and not by way of penalty, such total sum as shall be due for such delay computed aforesaid.

2. DESCRIPTION OF PROJECT

Scope of Work:

- The scope of work consists of the replacement of sections of existing concrete or asphalt driveway aprons and sections of existing 8' wide concrete pathway along the eastern extents of the S. Old Oregon Inlet Rd. (N.C.S.R. 1243) right-of-way margin from Whalebone Junction to the southern terminus of S. Old Oregon Inlet Rd. (N.C.S.R. 1243).
- The dimensional areas and locations of the work vary with approximate areas scheduled for replacement as provided or incorporated in the Notice to Bidders. Specific locations of the work to be performed shall be field marked by the Town of Nags Head prior to commencement of construction.
- The total scope of work to be performed is based off of a fixed amount of funding set by the Town of Nags Head. Quantities and locations may be modified in an effort to meet the available project funding.
- All proposed designated areas scheduled for replacement shall be concrete.

Concrete:

Class A concrete, or approved equal, as per the North Carolina Department of Transportation Standard Specifications for Roads and Structures, latest editions now in force or hereafter adopted, shall be used. This includes delivery of concrete from a facility that is certified by the North Carolina Department of Transportation. Portland cement concrete for, driveway aprons, sidewalks and other items as specified shall have a minimum 28 day compressive strength of 5,000 psi, with high-early strength accelerating admixture and "fibermesh" fiberglass reinforcement. The quantity to be paid will be determined by the surface area of concrete removed and multiplied by the thickness of the concrete replacing it.

SIDEWALKS/DRIVEWAY APRONS:

Sidewalks and driveway aprons shall conform to the North Carolina Department of Transportation, (NCDOT), 2012 Roadway Drawings, Division 08 Incidentals. Pathway sections shall consist of a minimum 4" thickness with driveway aprons consisting of a minimum 6" thickness.

SIDEWALK/DRIVEWAY APRON JOINTS:

Sidewalk and driveway apron joints shall conform to the North Carolina Department of Transportation, (NCDOT), 2012 Roadway Drawings, Division 08 Incidentals. Control joints shall

5. INDEPENDENT CONTRACTOR

Both the TOWN and the CONTRACTOR agree that the CONTRACTOR shall act as an independent contractor and shall not represent itself as an agent or employee of the TOWN for any purpose in the performance of the CONTRACTOR'S duties under this contract. Accordingly, the CONTRACTOR shall be responsible for payment of all Federal, State and local taxes arising out of the CONTRACTOR'S activities in accordance with this contract, including by way of illustration by not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required.

In performing the SERVICES, the CONTRACTOR is acting as an independent contractor and shall perform SERVICES in accordance with currently approved methods and practice in the CONTRACTOR'S professional capacity and in accordance with the standards of applicable professional organizations and licensing agencies.

6. INSURANCE AND INDEMNITY

The CONTRACTOR shall indemnify and save harmless the TOWN, its agents and employees from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the TOWN or which the TOWN must pay and incur by reason of or in any manner resulting from injury, loss or damage to persons or property resulting from negligent performance of or failure to perform any of its obligations under the terms of this CONTRACT.

The CONTRACTOR shall be fully responsible to the TOWN for the acts and omissions of its sub-contractors and of persons either directly or indirectly employed by it, as the CONTRACTOR is for the acts and omissions of persons directly employed by it.

In addition, the CONTRACTOR shall comply with the North Carolina Worker's Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event the CONTRACTOR is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, the CONTRACTOR shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents during the performance of SERVICES.

The CONTRACTOR agrees to furnish the TOWN proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

The CONTRACTOR upon request by the TOWN shall furnish a Certificate of Insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the TOWN verifying the existence of any insurance coverage required by the TOWN. The Certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

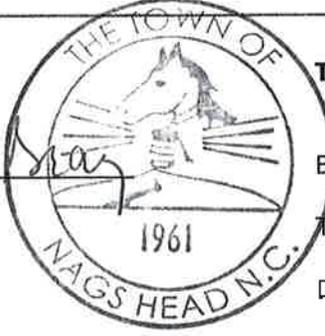
7. HEALTH AND SAFETY

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees from the work and other persons who may be affected thereby.

13. SIGNATURES

Both the TOWN and the CONTRACTOR agree to the above contract.

Michelle H. May
Witnessed or Attested By:

 **TOWN OF NAGS HEAD**
By: C. J. Jones
Title: Town Manager
Date: 4-22-14

Derek Hatchell
Witnessed or Attested By:

Corporate Seal:

CONTRACTOR
By: Derek Hatchell
Printed Name: Derek Hatchell
Title: President
Date: 4-17-14

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

[Signature] 4-22-14
Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

[Signature]
TOWN ATTORNEY

David Ryan

From: Alan Bell <concrete_hatchell@earthlink.net>
Sent: Friday, April 11, 2014 5:21 PM
To: David Ryan
Cc: 'jamie'; Jenna Erpelding
Subject: RE: Town of Nags Head SNH MUP Repair :-)

Importance: High

Finally 5 with Derek
Hurray, please proceed!

From: David Ryan [<mailto:david.ryan@nagsheadnc.gov>]
Sent: Friday, April 11, 2014 8:52 AM
To: concrete_hatchell@earthlink.net
Cc: Ralph Barile; Karen Heagy
Subject: Town of Nags Head SNH MUP Repair

Alan,

I have not heard back from Derrick so I am going to pass this along to you. The Town budget for this is not to exceed \$50k. In the bid docs it had stated the following " The total scope of work to be performed is based off of a fixed amount set by the Town of Nags Head. Quantities and locations may be modified in an effort to meet the available project funding." We are going to have to make some minor adjustments to meet the budget.

They are as follows;

Item 21- 128 sf of concrete driveway replacement @ 9601 SOOIR has been taken care of by the owner (remove from schedule)

Item 2 -112 sf of asphalt driveway replacement @ 10333 SOOIR (remove from schedule)

Remove the \$2630.40 of right-of-way restoration since we do not know what the quantity is at this time.

This will leave a contract amount of \$48,743.13 which will get us in the budgeted amount with a buffer to either incorporate in right-of-way restoration or item 2 at the end of the project via a change order to get it as close to \$50k as possible.

Can you let me know if this is agreeable so that we can proceed with the processing of the contract. We will also need to schedule a pre-construction conference at some point to discuss scheduling and other project requirements.

Thank you.

David M. Ryan, P.E., NC LID
Project Coordinator
Town of Nags Head
P.O. Box 99
Nags Head, NC 27959
Tel: 252.441.6221
Fax: 252.441.3350
david.ryan@nagsheadnc.gov
www.nagsheadnc.gov

S. NAGS HEAD MULTI-USE PATH REPAIR PROJECT

NOTICE TO BIDDERS

SCOPE OF WORK

INSTRUCTIONS TO BIDDERS

GENERAL CONDITIONS OF THE CONTRACT

SUPPLEMENTARY GENERAL CONDITIONS

FORM OF PROPOSAL

SCHEDULE OF REPLACEMENT LOCATIONS

BID TABULATION



**TOWN OF NAGS HEAD
P.O. BOX 99
NAGS HEAD, NC 27959
252-441-5508
www.townofnagshead.net**

DATE ISSUED: March 24, 2014

NOTICE TO BIDDERS

Sealed proposals will be received by the Town of Nags Head, North Carolina at the Public Works Facility, 2200 Lark St., P.O. Box 99, Nags Head, NC 27959 until 2:00 p.m., local time, Tuesday, April 8th, 2014 and immediately thereafter publicly opened and read for the furnishing of labor, material and equipment entering into the construction of:

S. NAGS HEAD MULTI-USE PATH REPAIR PROJECT

A pathway repair project spanning from eastern extents of the NCDOT right-of-way margin of S. Old Oregon Inlet Rd. (N.C.S.R. 1243) from Whalebone Junction to the southern terminus of S. Old Oregon Inlet Rd (N.C.S.R. 1243) , Nags Head, NC

Bids will be received as a single prime contractor on the complete project. All proposals shall be based upon a unit price submission.

Complete specifications and contract documents will be open for inspection at the Town of Nags Head Public Works Department, 2200 S. Lark Avenue, Nags Head, NC 27959. A complete bid package may be obtained from the Public Works Department, telephone number (252) 441-6221.

All contractors are hereby notified that they must have proper license as required under the state laws governing their respective trades.

A performance bond and a payment bond may be required for one hundred percent (100%) of the contract price.

No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of 60 days.

The owner reserves the right to reject any or all bids and to waive informalities.

Proposals must be enclosed in a sealed envelope and addressed to:

S. NAGS HEAD MULTI-USE PATH REPAIR PROJECT PROPOSAL

Cliff Ogburn, Town Manager
Town of Nags Head
5401 S. Croatan Highway
P.O. Box 99
Nags Head, NC 27959

SCOPE OF WORK

PROJECT DESCRIPTION OF SCOPE OF WORK

- The scope of work consists of the replacement of sections of existing concrete or asphalt driveway aprons and sections of existing 8' wide concrete pathway along the eastern extents of the S. Old Oregon Inlet Rd. (N.C.S.R. 1243) right-of-way margin from Whalebone Junction to the southern terminus of S. Old Oregon Inlet Rd. (N.C.S.R. 1243).
- The dimensional areas and locations of the work vary with approximate areas scheduled for replacement attached hereto. Specific locations shall be field marked by the Town of Nags Head prior to commencement of construction.
- The total scope of work to be performed is based off of a fixed amount set by the Town of Nags Head. Quantities and locations may be modified in an effort to meet the available project funding.
- All proposed designated areas scheduled for replacement shall be concrete.

2. CONCRETE

Class A concrete, or approved equal, as per the North Carolina Department of Transportation Standard Specifications for Roads and Structures, latest editions now in force or hereafter adopted, shall be used. This includes delivery of concrete from a facility that is certified by the North Carolina Department of Transportation. Portland cement concrete for driveway aprons, sidewalks and other items as specified shall have a minimum 28 day compressive strength of 5,000 psi, with high-early strength accelerating admixture and "fibermesh" fiberglass reinforcement. The quantity to be paid will be determined by the surface area of concrete removed and multiplied by the thickness of the concrete replacing it.

3. SIDEWALKS/DRIVEWAY APRONS

Shall conform to the North Carolina Department of Transportation, (NCDOT), 2012 Roadway Drawings, Division 08 Incidentals. Pathway sections shall consist of a minimum 4" thickness with driveway aprons consisting of a minimum 6" thickness.

4. SIDEWALK/DRIVEWAY APRON JOINTS

Shall conform to the North Carolina Department of Transportation, (NCDOT), 2012 Roadway Drawings, Division 08 Incidentals. Control joints shall be established at 5' intervals with expansion joints established at 50' on center, unless otherwise notified by the designated Town project representative.

5. REMOVAL OF EXISTING SIDEWALK

The quantity to be paid will be the number of square feet of existing concrete acceptably removed and transported to at an approved off-site location. The actual quantity will be determined by actual measurements along the surface of the sidewalk before its removal. It is estimated that the concrete sections scheduled for removal range between 4" to 6" in thickness.

6. SIDEWALK ALIGNMENT

All sections of concrete scheduled for replacement shall directly align with the existing sidewalk sections to establish a continuous and uniform pathway. All "replaced" concrete sections shall conform to the American Disability Act (ADA) construction standards. Sidewalks should have a maximum cross slope of 2%. Pathway construction shall match existing grade and shall not create restrictions to overland flow of stormwater runoff into existing inlets, ditches, or swales.

7. CONSTRUCTION REQUIREMENTS

The contractor is expected to coordinate with the Town and affected residents and shall provide for necessary temporary measures for vehicular crossings for a minimum period of 48 hours, until the concrete has achieved a minimum 3,000 psi strength. It is anticipated that, at a minimum, streets with dual access will maintain one open street access and street and driveway connections with a single point of access will, to the maximum extent practicable, provide continued vehicular access.

INSTRUCTIONS TO BIDDERS

For a proposal to be considered it must be in accordance with the following instructions:

1. PROPOSALS

Proposals shall be made in accordance with the Form of Proposal provided therefor, and all blank spaces for bids, alternates, and unit prices applicable to bidder's work shall be properly filled in. When requested alternates are not bid, the proposal may be considered incomplete. The bidder agrees that bid on Form of Proposal detached from specifications will be considered and will have the same force and effect as if attached thereto.

Any modifications to the Form of Proposal (including alternates and/or unit prices) may disqualify the bid and may cause the bid to be rejected.

Unit prices quoted in the proposal shall include overhead and profit and shall be the full compensation for the contractor's cost involved in the work. **The unit price information shall be completed on the Unit Price Tabulation Sheet and submitted with the executed Form of Proposal.**

2. EXAMINATION OF CONDITIONS

It is understood and mutually agreed that by submitting a bid the bidder acknowledges that he has carefully examined all documents pertaining to the work, the location, accessibility and general character of the site of the work and all existing buildings and structures within and adjacent to the site, and has satisfied himself as to the nature of the work, the condition of existing buildings and structures, the conformation of the ground, the character, quality and quantity of the material to be encountered, the character of the equipment, machinery, plant and any other facilities needed preliminary to and during prosecution of the work, the general and local conditions, the construction hazards, and all other matters, including, but not limited to, the labor situation which can in any way affect the work under the contract, and including all safety measures required by the Occupational Safety and Health Act of 1970 and all rules and regulations issued pursuant thereto. It is further mutually agreed that by submitting a proposal the bidder acknowledges that he has satisfied himself as to the feasibility and meaning of the plans, drawings, specifications and other contract documents for the construction of the work and that he accepts all the terms, conditions and stipulations contained therein; and that he is prepared to work in cooperation with other contractors performing work on the site.

3. BULLETINS AND ADDENDA

Any addenda to specifications issued during the time of bidding are to be considered covered in the proposal and in closing a contract they will become a part thereof. It shall be the bidder's responsibility to ascertain prior to bid time the addenda issued and to see that his bid includes any changes thereby required.

Should the bidder find discrepancies in, or omission from, the drawings or documents or should he be in doubt as to their meaning, he shall at once notify the designer who will send written instructions in the form of addenda to all bidders. Notification should be no later than seven (7) days prior to the date set for receipt of bids. Neither the owner nor the designer will be responsible for any oral instructions.

All addenda shall be acknowledged by the bidder(s) on the Form of Proposal.

4. RECEIPT OF BIDS

Bids shall be received in accordance with requirements of the General Statutes of North Carolina. Prior to opening of any bids on the project, the bidder will be permitted to change or withdraw his bid.

5. OPENING OF BIDS

Upon opening, all bids shall be read aloud. After the opening of bids, no bid may be withdrawn, except under the provisions of General Statute 143-129.1, for a period of thirty days unless otherwise specified. Should the successful bidder default and fail to execute a contract, the contract may be awarded to the next lowest and responsible bidder. The owner reserves the unqualified right to reject any and all bids.

6. BID EVALUATION

The award of the contract will be made to the lowest responsible and responsive bidder. The owner may award on the basis of the base bid and any alternates the owner chooses.

In determining the lowest responsible, responsive bidder, the owner shall take into consideration the past performance of the bidder on construction contracts for the owner with particular concern given to completion times, quality of work, cooperation with other contractors, and cooperation with the designer and owner.

Should the owner adjudge that the apparent low bidder is not the lowest responsible, responsive bidder by virtue of the above information, said apparent low bidder will be so notified.

8. PERFORMANCE & PAYMENT BOND

The successful bidder, upon award of contract, may be required to furnish a performance bond and a payment bond in an amount equal to 100 percent of the contract price.

9. PAYMENTS

Payments to the successful bidders (contractors) will be made on the basis of monthly estimates.

11. PRE-BID CONFERENCE

Prior to the date set for receiving bids, the owner may arrange and conduct a Pre-Bid Conference for all prospective bidders. The purpose of this conference is to review project requirements and to respond to questions from prospective bidders and their subcontractors or material suppliers related to the intent of bid documents.

12. SUBSTITUTIONS

Material, product, or equipment substitutions proposed by the bidders to those specified herein can only be considered during the bidding phase until ten (10) days prior to the receipt of bids when submitted to the designer with sufficient data to confirm material, product, or equipment equality. Proposed substitutions submitted after this time will be considered only as potential change order.

If a proposed material, product, or equipment substitution is deemed equal by the Designer to those specified, all bidders of record will be notified by Addendum.

SUPPLEMENTARY GENERAL CONDITIONS

SUPPLEMENTARY GENERAL CONDITIONS

1. TIME OF COMPLETION

The Contractor shall commence work to be performed under this Contract on a date to be specified in written order from the Owner and shall fully complete all work hereunder by **May 23, 2014**. For each day in excess of the above completion date, the Contractor shall pay the Owner the amount of two hundred dollars (\$250.00) as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the Owner should the Contractor fail to complete the Work within the time specified.

If the Contractor is delayed at any time in the progress of his work by any act or negligence of the Owner, his employees or his separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Owner, then the contract time may be reasonably extended in a written order from the Owner upon written request from the contractor within ten days following the cause for delay.

2. EXAMINATION OF CONDITIONS

It is understood and mutually agreed that by submitting a bid the bidder acknowledges that he has carefully examined all documents pertaining to the work, the location, accessibility and general character of the site of the work and all existing buildings and structures within and adjacent to the site, and has satisfied himself as to the nature of the work, the condition of existing buildings and structures, the conformation of the ground, the character, quality and quantity of the material to be encountered, the character of the equipment, machinery, plant and any other facilities needed preliminary to and during prosecution of the work, the general and local conditions, the construction hazards, and all other matters, including, but not limited to, the labor situation which can in any way affect the work under the contract, and including all safety measures required by the Occupational Safety and Health Act of 1970 and all rules and regulations issued pursuant thereto. It is further mutually agreed that by submitting a proposal the bidder acknowledges that he has satisfied himself as to the feasibility and meaning of the plans, drawings, specifications and other contract documents for the construction of the work and that he accepts all the terms, conditions and stipulations contained therein; and that he is prepared to work in cooperation with other contractors performing work on the site

3. PROTECTION OF WORK, PROPERTY AND THE PUBLIC

- a. The contractor shall be responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or designer, and by laws or ordinances governing such conditions.
- b. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the owner.
- c. The contractor is expected to coordinate with the affected residents and shall provide for necessary temporary measures for vehicular crossings.

4. **SEDIMENTATION POLLUTION CONTROL ACT OF 1973**

- a. Any land-disturbing activity performed by the contractor(s) in connection with the project shall comply with all erosion control measures set forth in the contract documents and any additional measures which may be required in order to ensure that the project is in full compliance with the Sedimentation Pollution Control Act of 1973, as implemented by Title 15, North Carolina Administrative Code, Chapter 4, Sedimentation Control, Subchapters 4A, 4B and 4C, as amended (15 N.C.A.C. 4A, 4B and 4C).

5. **MATERIALS, EQUIPMENT, EMPLOYEES**

- a. The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.
- b. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.

6. **CHANGES IN THE WORK**

- a. The owner may have changes made in the work covered by the contract. These changes will not invalidate and will not relieve or release the contractor from any guarantee given by him pertinent to the contract provisions. All extra work shall be executed under conditions of the original contract.
- b. Except in an emergency endangering life or property, **NO CHANGE SHALL BE MADE BY THE CONTRACTOR EXCEPT UPON RECEIPT OF APPROVED CHANGE ORDER OR WRITTEN FIELD ORDER FROM THE DESIGNER AND COUNTERSIGNED BY THE OWNER AUTHORIZING SUCH CHANGE. NO CLAIM FOR ADJUSTMENTS OF THE CONTRACT PRICE SHALL BE VALID UNLESS THIS PROCEDURE IS FOLLOWED.**

A FIELD ORDER, TRANSMITTED BY FAX, EMAIL OR HAND DELIVERED MAY BE USED WHERE THE CHANGE INVOLVED IMPACTS THE CRITICAL PATH OF THE WORK. A FORMAL CHANGE ORDER SHALL BE ISSUED WITHIN THE TIME STATED ON THE FIELD ORDER.

In the event of emergency endangering life or property, the contractor may be directed to proceed on a time and material basis whereupon the contractor shall proceed and keep accurately on such form as may be required, a correct account of costs together with all proper invoices, payrolls and supporting data.

7. **CLEANING UP**

- a. The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the sites, and completely prepare the project and site for use by the Owner.

8. GUARANTEE

- a. The contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the date of final acceptance of the work or beneficial occupancy and shall replace such defective materials or workmanship without cost to the owner.
- b. Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the owner, within the manufacturer's warranty period.
- c. Additionally, the owner may bring an action for latent defects caused by the negligence of the contractor which is hidden or not readily apparent to the owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.

9. MINIMUM INSURANCE REQUIREMENTS

The work under this contract shall not commence until the contractor has obtained all required insurance and verifying certificates of insurance have been approved in writing by the owner. These certificates shall contain a provision that coverages afforded under the policies will not be cancelled, reduced in amount or coverages eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the owner of such alteration or cancellation.

a. **Worker's Compensation and Employer's Liability**

The contractor shall provide and maintain, during the life of the contract, workmen's compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$100,000.

b. **Public Liability and Property Damage**

The contractor shall provide and maintain, during the life of the contract, comprehensive general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury:	\$500,000 per occurrence
Property Damage:	\$100,000 per occurrence / \$300,000 aggregate

In lieu of limits listed above, a \$500,000 combined single limit shall satisfy both conditions.

- c. **Deductible**
Any deductible, if applicable to loss covered by insurance provided, is to be borne by the contractor.
- d. **Other Insurance**
The contractor shall obtain such additional insurance as may be required by the owner or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits.
- e. **Proof of Carriage**
The contractor shall furnish the owner with satisfactory proof of carriage of the insurance required before written approval is granted by the owner.

DIVISION II

SECTION 02770 - CURBS AND SIDEWALKS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Portland cement concrete curbs, gutters, and sidewalks.
- B. Related Sections
 - 1. Section 02300 - Earthwork:
 - 2. Division 3 - Concrete:

1.2 REFERENCES

- A. American Concrete Institute (ACI)
 - 1. ACI 305R - Hot Weather Concreting
 - 2. ACI 306R - Standard Specification for Cold Weather Concreting
 - 3. ACI 308 - Standard Practice for Curing Concrete
- B. ASTM International (ASTM)
 - 1. ASTM A185 - Steel Welded Wire Fabric, Plain, for Concrete Reinforcement
 - 2. ASTM A615 - Deformed and Plain Billet Steel for Concrete Reinforcement
 - 3. ASTM C94 - Ready-Mixed Concrete
 - 4. ASTM C260 - Air Entraining Admixtures for Concrete
 - 5. ASTM C309 - Liquid Membrane Forming Compounds for Curing Concrete
 - 6. ASTM C494 - Standard Specification for Chemical Admixtures for Concrete
 - 7. ASTM D98 - Standard Specification for Calcium Chloride
 - 9. ASTM D994 - Preformed Expansion Joint Filler for Concrete (Bituminous)
 - 10. ASTM D1190 - Concrete Joint Sealer, Hot Poured, Elastic Type
 - 11. ASTM D1751 - Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)
 - 12. ASTM D2628 - Preformed Polychloroprene Elastomeric Joint Seals for Concrete Pavements
- C. Federal Specifications (FS)
 - 1. FS H H F 341 - Fillers, Expansion Joint: Bituminous (Asphalt & Tar)
- D. State Highway Department Standard Specifications. All work and material shall be in conformance with the applicable workmanship requirements of the North Carolina Department of Transportation Department Roadway Standard Drawings. Curb and gutters shall be installed as per the N.C.D.O.T. standards and to the line and grade established at the locations shown on the plans. Typical sections are included within the Detail Drawings Section of the construction plan set.

1.3 SUBMITTALS

- A. Submit materials certificate from materials producer and Contractor, certifying that materials comply with, or exceed requirements specified herein to the Engineering Consultant of Record and the Independent Testing Laboratory for review and approval and within 7 calendar days after receipt of Notice-to-Proceed, submit for approval, certified laboratory test data or manufacturers certificates and data for the following items:
1. Portland cement concrete mix
 2. Aggregate gradations
 3. Preformed expansion joint filler
 4. Field molded/poured sealant
 5. Dowel bars
 6. Expansion sleeves
 7. Tie bars
 8. Reinforcing steel bars
 9. Welded wire fabric
 10. Air entraining admixtures
 11. Water-reducing, accelerating, and set-retarding admixtures (if used)

1.4 QUALITY ASSURANCE

- A. Establish and maintain required lines and elevations.
- B. Check surface areas at intervals necessary to eliminate ponding areas. Remove and replace unacceptable work as directed by Owner.

1.5 PROJECT CONDITIONS

- A. Maintain access for vehicular and pedestrian traffic as required for other construction activities. Utilize temporary striping, flagmen, barricades, warning signs, and warning lights as required.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Concrete: Mix concrete and deliver in accordance with ASTM C94.
1. Design mix shall produce normal weight concrete consisting of Portland cement, aggregate, water reducing admixture, air entraining admixture, and water to produce following:
 - a. Compressive Strength: 5,000 psi. minimum at 28 days, with early strength accelerating admixture and "fibermesh" fiberglass reinforcement unless otherwise indicated on Construction Drawings.
 - b. Slump Range: 2"-4" for hand placed concrete, 1-1/4" to 3" for machine placed (slipform) concrete
 - c. Air Entrainment: 5 to 8 percent
- B. Forms: Steel, wood, or other suitable material of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal. Use straight forms, free of distortion and defects. Use flexible spring steel forms or laminated boards to form radius bends as required. Forms shall be of depth equal to depth of curbing or

sidewalk, and so designed as to permit secure fastening together at tops. Coat forms with nonstaining type of coating that will not discolor or deface surface of concrete.

- C. Welded Wire Mesh: Welded plain cold drawn steel wire fabric, ASTM A 185. Furnish in flat sheets.
- D. Reinforcing Steel: Deformed steel bars, ASTM A 615, Grade 60.
- E. Portland Cement: Shall conform to ASTM C150, Type I
- F. Joint Fillers: Resilient premolded bituminous impregnated fiberboard units complying with ASTM D994, D1751, D2628; FS HH F 341, Type II, Class A or approved equal.
- G. Joint Sealants: Use low modulus silicone sealant meeting ASTM D5893, Standard Specification for Cold Applied, Single Component, Chemically Curing Silicone Joint Sealant for Portland Cement Concrete Pavements
- H. Aggregate: ASTM C33.
- I. Water: Clean and potable
- J. Dowel Bars: ASTM A615, grade 60, and plain steel bars.
- K. Air Entraining Mixture: ASTM C260; Sika AER by Sika Corporation or Air Mix by the Euclid Chemical Corporation.
- L. Curing Compound: ASTM C309; Hydrocide by Sonneborn of Rexnord Chemical Products, Inc. or and Polyseal 4 in 1 by Chem Masters Corporation.
- M. Joint Backup Rods: CCEVA Rod 100 by E-Poxy Industrials, Inc., Sealtight BACKER ROPE by W.R. Meadows, Inc. or approved equal.

PART 3 – EXECUTION

3.1 PREPARATION

- A. Begin paving work only after unsuitable areas have been corrected and are ready to receive paving.
- B. Remove loose material from compacted base material surface to produce firm, smooth surface immediately before placing concrete.

3.2 INSTALLATION

- A. Form Construction
 - 1. Set forms to required grades and lines, rigidly braced and secured.
 - 2. Install sufficient quantity of forms to allow continuance of work and so that forms remain in place minimum of 24 hours after concrete placement.
 - 3. Check completed formwork for grade and alignment to following tolerances:
 - a. Top of forms not more than 1/8-inch in 10'-0".
 - b. Vertical face on longitudinal axis, not more than 1/4-inch in 10' 0".
 - 4. Clean forms after each use and coat with form release agent as often as required to ensure separation from concrete without damage.
- B. Reinforcement: Fasten reinforcing bars or welded wire fabric (if required) accurately and securely in place with suitable supports and ties. Remove from reinforcement all dirt, oil, loose mill scale, rust, and other substances that will prevent proper bonding of the concrete to the reinforcement.
- C. Concrete Placement
 - 1. Concrete shall be mixed and placed when the air temperature in the shade and away from artificial heat is a minimum of 35 degrees F and rising. Hot and cold weather concreting shall be in

accordance with ACI 305R and 306R, respectively.

2. Do not place concrete until base material and forms have been checked for line and grade. Moisten base material if required to provide uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until set at required finish elevation and alignment.
3. Place concrete using methods that prevent segregation of mix. Consolidate concrete along face of forms and adjacent to transverse joints with internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Consolidate with care to prevent dislocation of reinforcing, dowels, and joint devices.
4. Deposit and spread concrete in continuous operation between transverse joints, as far as possible. If interrupted for more than 1/2 hour, place construction joint. Automatic machine may be used for curb and gutter placement. Machine placement shall be at required cross section, line, grade, finish, and jointing as specified for formed concrete. If results are not acceptable, remove and replace with formed concrete as specified herein.

D. Joint Construction

1. Contraction Joints: Construct concrete curb or combination concrete curb and gutter, where specified on Construction Drawings, in uniform sections of length specified on Construction Drawings. Form joints between sections either by steel templates, 1/8-inch in thickness, of length equal to width of curb and gutter, and with depth which will penetrate at least 2-inches below surface of curb and gutter; or with 3/4 inch thick performed expansion joint filler cut to exact cross section of curb and gutter; or by sawing to depth of at least 2-inches while concrete is between 4 and 24 hours old. If steel templates are used, they shall be left in place until concrete has set enough to hold its shape, but shall be removed while forms are still in place.
2. Longitudinal Construction Joints: Tie concrete curb or combination concrete curb and gutter, where specified on Construction Drawings, to concrete pavement with 1/2-inch round deformed reinforcement bars of length and spacing shown on Construction Drawings.
3. Transverse Expansion Joints: Concrete curb, combination concrete curb and gutter, or concrete sidewalk shall have filler cut to exact cross section of curb, gutter, or sidewalk. Joints shall be similar to type of expansion joint used in adjacent pavement.

E. Joint Fillers: Extend joint fillers full width and depth of joint, and not less than 1/2-inch or more than 1-inch below finished surface where joint sealer is indicated. Furnish joint fillers in 1 piece lengths for full width being placed, wherever possible. Where more than 1 length is required, lace or clip joint filler sections together.

F. Joint Sealants: Install in accordance with manufacturer's recommendations.

3.3 CONCRETE FINISHING

- A. After striking off and consolidating concrete, smooth surface by screeding and floating. Adjust floating to compact surface and produce uniform texture. After floating, test surface for trueness with 10' 0" straightedge. Distribute concrete as required to remove surface irregularities, and refloat repaired areas to provide continuous smooth finish.
- B. Work edges of sidewalks, gutters, back top edge of curb, and formed joints with edging tool, rounding edge to 1/2-inch radius. Eliminate tool marks on concrete surface. After completion of floating and trowelling, when excess moisture or surface sheen has disappeared, complete surface finishing, as follows:
 1. Curbs, gutters, and sidewalks: Broom finish by drawing fine hair broom across surface perpendicular to flow of traffic. Repeat operation as necessary to produce fine line texture.

- C. Do not remove forms for 24 hours after concrete has been placed. After form removal, clean ends of joints and point up minor honeycombed areas. Remove and replace areas or sections with major defects as directed Owner.
- D. Protect and cure finished concrete paving using acceptable moist curing methods in accordance with "water curing" section of ACI 308.

3.4 BACKFILL

- A. After concrete has set sufficiently, spaces on either side of concrete curb, combination concrete curb and gutter, or concrete sidewalk shall be refilled to required elevation with suitable material compacted.

3.5 CLEANING AND PROTECTION

- A. Sweep concrete pavement and wash free of stains, discolorations, dirt, and other foreign material just prior to final inspection.
- B. Protect concrete from damage until acceptance of work. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials.

END OF SECTION

SECTION 03010 - CONCRETE WORK

PART 1 - GENERAL

- 1.1 Scope of Work
Work consists of furnishing all labor, materials, tools and equipment required to satisfactorily complete all concrete work; including formwork, shoring, bracing, reinforcing and all other imbedded items, protection, treatment, and finishing of concrete surfaces.
- 1.2 Reference Standards
Local governing Building Codes and the following American Concrete Institute publications, in the latest editions, shall govern except as modified herein:
- | | |
|---------|---|
| ACI 214 | Recommended Practice for Evaluation of Compression Test Results of Field Concrete |
| ACI 301 | Specifications for Structural Concrete for Buildings |
| ACI 306 | Recommended Practice for Cold Weather Concreting |
| ACI 318 | Building Code Requirements for Reinforced Concrete |
| ACI 347 | Recommended Practice for Hot Weather Concreting |
| ACI 605 | Recommended Practice for Measuring, Mixing and Placing Concrete |

PART 2 - MATERIALS

- 2.1 Cement
Standard Portland Cement of a single brand, conforming to ASTM C150, Type I for normal cement, Type III for high-early strength cement may be used as an acceptable substitute.
- 2.2 Aggregates
Aggregates as specified by the testing laboratory; fine aggregate (sand) conforming to ASTM C33; coarse aggregate (crushed stone) conforming to ASTM C33 sized within limits established by Table II.
- 2.3 Water
Water shall be clean and free from deleterious amounts of acid, alkalies, and organic materials and shall be potable.
- 2.4 Reinforcing
All reinforcing steel shall conform to ASTM A615, Grade 40 for No. 3 bars and smaller, Grade 60 for No. 4 bars and larger. Wire reinforcing shall conform to ASTM A185 and shall be 6x6/10x10 welded wire mesh with ends lapped a minimum of 6 inches.
- 2.5 Admixtures
Early strength accelerating admixtures shall be receive written approval of the Engineer.
- 2.6 Air Entrainment Admixture
Air Entrainment Admixture, if approved, shall be added to the concrete of approved substance, compound or liquid, which will provide entrained air in the concrete in accordance with ASTM Specification C260. The admixture proposed shall be selected in

advance so that adequate samples may be obtained and the required tests made. Air content of concrete, when placed, shall be within the range of 5% to 7%. Tests of admixture shall be made in conformance with ASTM Specification C233.

2.7 Vapor Barrier

Vapor Barrier shall be placed under all concrete floor slabs on or below grade and shall be 6 mil. polyethylene moisture/ vapor barrier with all joints lapped as shown on plans in direction of concrete pour.

2.8 Formwork

Formwork for concrete exposed to view shall be EXT-DFPA Plyform Class 1; formwork not exposed to view can be either plywood or standard cut lumber.

2.9 Material Storage

Cement, reinforcing, etc. shall be stored in reasonably weather-tight conditions and raised above ground level; broken or damaged material shall not be used for concreting; aggregates shall be stockpiled to prevent inclusion of foreign materials.

PART 3 - EXECUTION

3.1 Concrete Proportioning and Testing

- a. Mix design, testing and control shall be performed by an independent testing laboratory approved by the Engineer.
- b. All concrete shall be proportioned so as to give an ultimate compressive strength at 28 days of 5,000 psi, with early strength accelerating admixture and "fibermesh" fiberglass reinforcement. Certification of design mix shall be furnished the Engineer by the testing laboratory. Maximum slump shall be 4 inches in accordance with ASTM C143. Ready mix - ASTM C94 Alternate No. 2, Site mix - ACI-301.7.2.
- c. Concrete may be ready-mixed in accordance with the requirements of Paragraph b. above.

3.2 Footings

Before placing concrete all footing excavations shall be drained of water with mud film and loose dirt removed; reinforcing shall be in proper position for placement of concrete.

3.3 Reinforcing

All reinforcing shall be free of oil, grease, or any other debonding agents and shall be lapped, tied, or bent in strict accordance with the drawings and latest CRSI recommendations.

3.4 Embedded Items

Before placing concrete, all openings, pipes, sleeves, inserts, plates, anchors and other fastening devices shall be properly located and installed; such items shall be placed so as not to interfere with the proper placing of reinforcing steel.

3.5 Concrete Pads

Concrete pads shall be installed in locations indicated on the drawings and shall be true to dimensions, profiles, and levels. Concrete mix shall be as specified for concrete floor slab, and shall receive a steel troweled finish.

3.6 Finishes and Textures

Finish for interior floor surfaces not having a separate finish shall be obtained by tamping the concrete with special tools to force the coarse aggregate away from the surface, then wood floated or troweled to smooth surface.

3.7 Removal of Formwork

Immediately upon removing forms from finished concrete surfaces, they shall be cleaned of all fins and any air pockets shall be carefully filled with cement mortar worked in to insure a bond with the concrete and finished to match surrounding surfaces.

3.8 Imperfect or Damaged Work

Imperfect or damaged work or any material damaged before final acceptance shall be satisfactorily replaced and in accordance with all requirements of the Drawings and Specifications. Removal and replacement of concrete shall be in such a manner that the strength will in no way be impaired.

3.9 Cleaning

Finished concrete surfaces shall be left in a clean condition satisfactory to the Engineer.

3.10 Testing

a. Slump Test: ASTM Specification C143; Test each batch mix.

1. Pavement, sidewalks, slabs or grade 4 inches maximum
2. Plain Footings and heavy walls, standard manhole bases, thrust blocks, pipe casements 2-4 inches
3. Footings, massive reinforced sections, reinforced walls, slabs, beams and columns 3 inches

b. Compressive Strength - See Section 03300

END OF SECTION

SECTION 03150 - EXPANSION AND CONTRACTION JOINTS

PART 1 - GENERAL

1.01 DESCRIPTION:

A. Work Included:

1. This section encompasses the work required for all expansion and contraction joints.

1.02 QUALITY ASSURANCE:

A. Applicable standards:

1. American Concrete Institute:
 - a. ACI 301 Specifications for Structural Concrete for Buildings.
 - b. Availability: Field reference manual SP-15 (72) P. O. Box 4754, Redford Station, Detroit, Michigan 48219.

1.03 PRODUCT DELIVERY, STORAGE AND HANDLING:

A. Joints and Embedded Items:

1. General: ACI 301 Chapter 6.

1.04 JOB CONDITIONS:

A. Scheduling:

1. Clean-up: Promptly following installation.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. Joints and Embedded Items:

1. General: ACI 301 Chapter 6.
2. Expansion joint filler: Extend full depth of slab.
 - a. Exterior: Resilient premolded bituminous impregnated fiberboard units complying with ASTM D994, D1751, D2628; FS HH F 341, Type II, Class A or approved equal.
 - b. Interior DELETED.
3. Waterstops: Polyvinyl chloride multi-rib cross-section, minimum 1.25 pounds per foot and minimum 1/4 inch thick by 6 inches wide.

PART 3 - EXECUTION

3.01 INSTALLATION:

A. Joints and Embedded Items:

1. Expansion joints: ACI 301 6.2.
2. Construction joints: ACI 301 6.1.
 - a. Shrinkage: Minimum 24 hours between adjacent castings.
3. Waterstops: ACI 301 6.3.
4. Keyways: Wood formed, beveled with thickness 1/3 width.

3.02 FIELD QUALITY CONTROL:

A. Testing and Inspection:

1. General:
 - a. Supervision: By ENGINEER.
 - b. Acceptance testing: DIVISION 1 QUALITY CONTROL.
2. DELETED
 - a. Waterstop leakage: Acceptable method.

3.03 ADJUST AND CLEAN:

A. Waterstop leakage:

1. Repairs: Acceptable permanent methods.

END OF SECTION

FORM OF PROPOSAL

PROPOSAL

for

S. NAGS HEAD MULTI-USE PATH REPAIR PROJECT TOWN OF NAGS HEAD

General project description: All construction required for a pathway repair project spanning from eastern extents of the NCDOT right-of-way margin of S. Old Oregon Inlet Rd. (N.C.S.R. 1243) from Whalebone Junction to the southern terminus of S. Old Oregon Inlet Rd (N.C.S.R.1243) , Nags Head, NC and as specifically described in the Scope of Work and Scheduled Replacement Locations, attached hereto.

The undersigned, as bidder, proposes and agrees if this proposal is accepted to contract with the Town of Nags Head 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 Nags Head for the sum of:

BASE BID: (Provide on Unit Price Tabulation Sheet- Exhibit A) _____

Respectively submitted this _____ day of _____ 2014

(Contractor)

Federal ID#: _____

By: _____

License #: _____

Title: _____
(Owner, partner, corp. Pres. Or Vice President)

Address: _____

PROPOSAL

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BASE BID: (Provide on Unit Price Tabulation Sheet- Exhibit A) \$ 50757.05

Respectively submitted this 8th day of April 2014

Hatchell Concrete Inc
(Contractor)

Federal ID#: 56-1839306

By: [Signature]

License #: 34205

Title: President
(Owner, partner, corp. Pres. Or Vice President)

Address: PO Box 2405
Manteo NC 27954

Jamie Hatchell
Secretary

5. NAGS HEAD PATHWAY & DRIVEWAY APRON REPAIR & REPLACEMENT PROJECT
UNIT PRICE TABULATION SHEET **EXHIBIT A**

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization	1	LS	5865.00	5865.00
2	Traffic Control Measures in accordance w/NCDOT Standards	1	LS	7975.05	7975.05
3	Right-of-Way restoration (as required)	3288	SF	.80	2630.40
4	Removal,disposal and replacement of existing 4" concrete surface	664	SF	4.19	2790.16
5	Removal,disposal and replacement of existing 5" concrete surface	2176	SF	6.04	13148.64
6	Removal,disposal and replacement of existing 6" asphalt surface w/conc.	3736	SF	5.45	20561.20

Project Breakdown:

Traffic Areas

- Approximately (9) one-way streets
 - (2) 15 ft. in width or less
 - (7) 20 ft. in width or greater
 - (4) "Looped" streets
 - (29) total driveway crossings
 - (15) 12 ft. in width or less
 - (14) 13 ft. in width or greater
- Non-Traffic Areas**
- (7) Non-traffic areas