

TO: PROSPECTIVE BIDDERS HOLDING PLANS AND SPECIFICATIONS FOR
TOWN OF PITTSBORO, BN-0012 TOWN LAKE PARK SIDEWALK PROJECT

RE: BN-0012 TOWN LAKE PARK SIDEWALK PROJECT
ADDENDUM NO. 2

The following changes and clarifications are applicable to the referenced project and are now a part of its contract documents. Where any article, division, or subparagraph of the original contract documents or other addenda is supplemented herein, the provisions of the original documents shall remain in effect. All the supplemental provisions shall be considered as added thereto. Where any such article, division, or subparagraphs are amended, voided, or superseded thereby, the provisions of such article, division, or subparagraph not so specifically amended, voided, or superseded shall remain in effect.

The attention of each contractor is called to the following clarifications, additions to, and changes in the plans sealed July 8, 2026, and specifications sealed September 11, 2026, on the above project. It will be the responsibility of each contractor to call such clarifications, additions, and changes in plans and specifications to the attention of subcontractors concerned. The Town in no way assumes any responsibility for notifying any subcontractor, material dealers, or others not having received the original contract documents.

Bidder must acknowledge receipt of Addendum No. 2 by signing at the bottom of addendum pages. Original Pages with strikethroughs will not be accepted.

Item 1: Bidder Questions and Clarifications

Attached are the questions and clarifications from contractors asked after the Pre-Bid Meeting.

Item 2: Revised Specification Pages

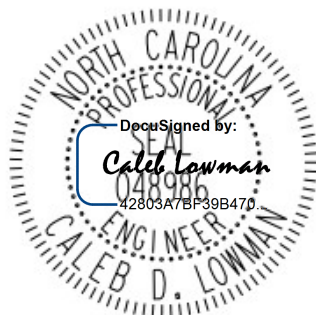
Replace Page 3 with Addendum No. 2 Page 3
Replace Page 4 with Addendum No. 2 Page 4
Replace Page 45 with Addendum No. 2 Page 45
Replace Pages 47-48 with Addendum No. 2 Pages 47-48
Replace Page 77 with Addendum No. 2 Page 77
Replace Page 122 (F-2) with Addendum No. 2 Page 122 (F-2)
Replace Page 129 (F-9) with Addendum No. 2 Page 129(F-9)
Replace Page 130 (F-10) with Addendum No. 2 Page 130 (F-10)

ATTACHMENTS:

- Contractor Questions and Clarifications
- Revised Specification Pages

ALL OTHER CONDITIONS REMAIN THE SAME.

By: Caleb D Lowman, P.E.
Kimley-Horn and Associates, Inc.



10/7/2026

END OF ADDENDUM NO. 2

Addendum #2 Questions and Answers

1. The Contract Time and Liquidated Damages Special Provision (Spec p. 17) sets completion at 120 days after Notice to Proceed, while the Agreement (F-2) and Notice to Proceed (F-9) state 90 consecutive calendar days. Please confirm which contract time governs.

Response: F-2 will be updated to 120 days.

2. The Bid Bond form (F-10) states bids may not be withdrawn within 60 days of opening and bonds are due within 14 calendar days of award, while Allowable Changes #4 and #13–14 (Spec p. 11) revise these to 90 days and 10 calendar days. Please confirm the 90-day hold and 10-day bond requirements govern.

Response: On Form on F-10, Sixty (60) will be replaced with 90 and fourteen (14) will be replaced with 10.

3. Please confirm whether the Town (or its CEI) or NCDOT will perform and pay for acceptance sampling and testing on this project, and identify any Contractor QC testing required beyond the 2024 NCDOT Standard Specifications.

Response: Yes, the Town is responsible for sampling and testing related to the project. There are no known requirements of the contractor for additional QC testing outside the requirements of the 2024 NCDOT Standard Specifications.

4. Sheet 1A requires right-of-way markers to be placed by contract, but the Bid Form has no pay item. Please confirm whether they are incidental to Construction Surveying (Item 2) or will be paid separately.

Response: There is no proposed Right-of-Way or ROW markers required for this project. This project only requires Permanent Easement Monuments (rebar and cap). The placement of these are considered incidental to Line Item #2 – Construction Surveying.

5. Sheet 1A lists Sheet 3D-1, Drainage Summary Sheet, but it is not included in the 100% plan set dated 7/8/2026. Please issue Sheet 3D-1 by addendum.

Response: Sheet 3D-1 was included in Addendum 1.

6. Spec p. 45 calls for a 5' 3-channel Ascot aluminum ornamental fence with 2" posts, while the Aluminum Fence detail on Sheet 2A-2 calls for steel components with 3" 12-ga posts, a 4'–6' variable height, and Ameristar Montage Commercial Genesis as basis of design. Please confirm the governing material, height, and post size for Bid Item 28.

Response: The basis of design should utilize steel as the preferred material. The fence shall have a minimum required height of 5 feet and be supported by 3-inch square posts. The special provision on Page 45 will be revised accordingly.

7. Sheets UO-1 and UO-2 show the water service lines and meters as utility work by others with no payment to the Contractor, while Sheets 4–6 and Bid Items 39–40 (Section 1515) include this work in the contract. Please confirm the Contractor performs the 6 meter reconnections and 301 LF of service line under Items 39–40, and identify any TriRiver material/tap requirements.

Response: The contractor is responsible for the 6 water meter reconnections and 301 LF of service if the existing waterlines are in conflict. The water service lines are shown on the UO sheets as information only.

8. Sheet 6 calls for "Adjust Fire Hydrant" (Construction Note 6), but the Bid Form includes only Item 21, Adjustment of Meter Boxes or Valve Boxes, and the Utilities by Others provision assigns

utility work to the owners. Please confirm whether the hydrant adjustment is by TriRiver or by the Contractor, and if by the Contractor, the pay item.

Response: After reviewing the plans, the fire hydrant can be retained. Plan sheet 6 will not be re-issued during the bid and this will be considered a field revision.

9. The DWR buffer determination in the Appendix confirms Robeson Creek is subject to the Jordan Lake Buffer Rules and does not authorize activity within buffers. Please confirm whether any proposed work (e.g., pipe outlet and rip rap at Sheet 4) is within the protected buffer and, if so, whether buffer authorization has been obtained and what conditions apply.

Response: There is no pipe outlet or rip rap proposed work in the buffers. The DWR buffer determination was approved based on the bid plans.

10. The Agreement (F-2, F-3) incorporates the "General Conditions" and relies on them for the definition of Contract Documents and for time extensions, but no General Conditions are included in the 9/11/2026 Technical Specifications. Please confirm whether Division 1 of the 2024 NCDOT Standard Specifications serves as the General Conditions or issue the intended document.

Response: Yes, to the best of our knowledge Division 1 of the 2024 NCDOT Standard Specifications for Roads and Structures serves as the General Conditions.

11. The Impact Attenuator Units, Type TL-2 provision (Spec p. 47–48) has no corresponding pay item; the Bid Form (Item 23) and Sheet 6 show Guardrail End Unit, Type TL-2. Please confirm the provision does not apply and Item 23 is a standard NCDOT APL TL-2 guardrail end unit.

Response: The Impact Attenuator Units, Type TL-2 provision was added by mistake. It will be removed. Item 23 is a standard TL-2 guardrail end unit.

12. Sheets 4 and 8 call for Type 1 Modified and Type 3 Modified curb ramps, but no details define the modifications and Sheet 1A references only Std. 848.06. Please provide the modified ramp details or confirm Std. 848.06 governs.

Response: Refer to Division 6 - Std. No 848.06 of the 2024 NCDOT Roadway Standard Drawings for curb ramp details.

13. The Detectable Warning Surface provision requires a color matching "the color specified in the contract," but no color is specified. Please confirm the required color.

Response: The Town requires the detectable domes to be black.

14. Sheet EC-1 shows tree protection fence around the staging area, but the Bid Form has no tree protection fence item. Please confirm it will be measured and paid as Safety Fence (Item 46).

Response: Yes, tree protection fence will be measured and paid as line-item 46, Safety Fence.

15. The NPS TNCU approval limits temporary staging in Town Lake Park to approximately 0.05 acres for approximately 6 months. Please confirm the staging area on Sheet EC-1 is the approved TNCU area, its limits, and the restoration required at completion.

Response: Yes, the Temporary construction stockpile/staging area shown on EC-1 is the approved TNCU area. It shall be restored to its condition prior to construction.

16. The Utilities by Others provision (Spec p. 77) references Article 105-8 of the 2018 Standard Specifications. Please confirm the 2024 Standard Specifications, Article 105-8, governs.

Response: The 2024 NCDOT Standard Specifications govern.

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TOWN OF PITTSBORO

BN-0012 (TOWN LAKE PARK SIDEWALK)

SEPTEMBER 2026

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TOWN OF PITTSBORO
BN-0012 (TOWN LAKE PARK SIDEWALK)
GENERIC FENCING ITEM – METAL RAIL

SEPTEMBER 2026

SP (Kimley-Horn and Associates, Inc.)

Description

This work shall consist of furnishing and erecting a pedestrian railing and footings at the locations shown in the Plans.

Materials

Fence materials provided shall be 5' 3-Channel Ascot, **Steel** Ornamental Fence. Panels shall be three rail and all posts shall be a minimum **3"** square. The fence shall be provided in the standard black color. Color, dimensions, and style of the fence will be considered in the Engineer's decision as to whether a proposed system is an "approved equal."

Non-shrink, non-metallic grout used to anchor fence posts shall conform to Section 1054-6 of the Standard Specifications. Concrete footing fill shall conform to Section 1000 of the Standard Specifications and shall be Class B minimum.

For further information, contact:

Alumi-Guard, Inc.
2401 Corporate Boulevard
Brooksville, FL 34604
877-258-6448
www.alumi-guard.com

Frye Fence Co., Inc.
3221 Durham Drive Suite #115
Raleigh, NC 27603
919-779-4700
fryefence.com

Seegars Fence Company
7225 Becky Circle
Raleigh, NC 27615
919-876-1016
www.seegarfence.com

TOWN OF PITTSBORO
BN-0012 (TOWN LAKE PARK SIDEWALK)

SEPTEMBER 2026

The detectable warning surface shall be uniform in color and texture, be free of cracks or other defects. The color shall be an approximate visual match to the color specified in the contract or as approved by the Engineer.

Construction Methods

Install all detectable warning surface in accordance with the manufacturer's recommendations, Article 848-3 of the *Standard Specifications* and as approved by the Engineer. Ensure the surface is free of debris and irregularities prior to placing the detectable warning on the surface. Place in fresh concrete, before the concrete has reached initial set, or on a hardened cement concrete surface or asphalt pavement surface. Secure permanent installations with mechanical fasteners. No cutting of the coated colored truncated domes is allowed. Embossing or stamping the wet concrete to achieve the truncated dome pattern or using a mold into which a catalyst-hardened material is applied is not allowed. Detectable warning surfaces shall be 24 inches in the direction of travel and extend the full width of the flush surface. The detectable warning surface shall show no appreciable fading, lifting or shrinkage and fit contours, breaks and faults of concrete and asphalt surfaces and show no significant tearing, rollback, lifting or other signs of poor adhesion.

Remove and replace any damaged or misaligned detectable warning surfaces and repair any damage to adjacent facilities prior to final acceptance at no cost to the Department. The finished installation shall meet all applicable ADA and Public Right-of-Way Accessibility Guidelines (PROWAG) requirements for placement, orientation, surface condition, and visual contrast.

Measurement and Payment

The detectable warning surface at curb ramps are incidental to *Concrete Curb Ramps* in accordance with Article 848-4 of the *Standard Specifications*.

TOWN OF PITTSBORO
BN-0012 (TOWN LAKE PARK SIDEWALK)

SEPTEMBER 2026

ADJUSTMENT OF MANHOLES, METER BOXES, AND VALVE BOXES:

(7-1-95)(Rev. 1-16-24)

858

SP8 R97R

The Contractor's attention is directed to Article 858-3 of the *Standard Specifications*. Cast iron or steel fittings will not be permitted for the adjustment of manholes, meter boxes, and valve boxes on this project.

HIGH STRENGTH CONCRETE FOR DRIVEWAYS:

(11-21-00)(Rev. 1-16-24)

848

SP10 R02

Use high early strength concrete for all driveways shown in the plans and as directed by the Engineer. Provide high early strength concrete that meets the requirements of Article 1000-6 of the *Standard Specifications*.

Measurement and payment will be in accordance with Section 848 of the *Standard Specifications*.

PERMANENT SEEDING AND MULCHING:

(7-1-95)(Rev. 1-16-24)

1660

SP16 R02

The Department desires that permanent seeding and mulching be established on this project as soon as practical after slopes or portions of slopes have been graded. As an incentive to obtain an early stand of vegetation on this project, the Contractor's attention is called to the following:

For all permanent seeding and mulching that is satisfactorily completed in accordance with the requirements of Section 1660 in the *Standard Specifications* and within the following percentages of elapsed contract times, an additional payment will be made to the Contractor as an incentive additive. The incentive additive will be determined by multiplying the number of acres of seeding and mulching satisfactorily completed times the contract unit bid price per acre for Seeding and Mulching times the appropriate percentage additive.

TOWN OF PITTSBORO
BN-0012 (TOWN LAKE PARK SIDEWALK)

SEPTEMBER 2026

UTILITIES BY OTHERS

GENERAL

The following utility companies have facilities that will be in conflict with the construction of this project:

- A) Duke Energy – Power (Distribution)
- B) Charter-Spectrum – Communications
- C) Brightspeed – Communications
- D) TriRiver – Water and Sewer

The conflicting facilities of these concerns will be adjusted prior to the date of availability, unless otherwise noted and are therefore listed in these special provisions for the benefit of the Contractor. All utility work listed herein will be done by the utility owners. All utilities are shown on the plans from the best available information.

The Contractor's attention is directed to Article 105-8 of the **2024** Standard Specifications.

Utilities Requiring Adjustment:

Utility relocations are shown on the Utilities by Others Plans.

- A) Duke Energy – Power (Distribution)
 - 1) There are no known conflicts with Duke Energy facilities within the project corridor.
- B) Charter-Spectrum – Communications
 - 1) There are no known conflicts with Charter-Spectrum facilities within the project corridor.
 - 2) Contact Person – Robert Dabrowski, 919-288-4867
- C) Brightspeed – Communications
 - 1) There are no known conflicts with Brightspeed within the project corridor.
 - 2) Contact Person – Steve Launder, 980-376-1745
- D) TriRiver – Water and Sewer
 - 1) There are no known conflicts with TriRiver facilities outside of what is noted in the plans within the project corridor.
 - 2) Contact Person – Mary Depina, P.E., 919-777-1121

AGREEMENT

This Agreement (the “Agreement”) is made as of the ____ day of _____, in the year 2026, by and between the Town of Pittsboro, North Carolina, (the “Owner”) and _____ of _____ (the “Contractor”).

WITNESSETH

THAT, WHEREAS, an Award of Contract (the “Award”) for:

**Town Lake Park Sidewalk
Town of Pittsboro
NCDOT TIP #BN-0012
General Construction - Single-Prime Contract**

as prepared by Kimley Horn and Associates, Inc., has recently been awarded to the Contractor by the Owner.

AND WHEREAS, the work to be performed by the Contractor or its subcontractors, and the labor, materials, equipment, apparatus, and supplies to be provided in connection therewith (collectively, the “Work”) is more particularly described in the Proposal (the “Proposal”) attached hereto.

AND WHEREAS, the aggregate cost of the Work (referred to as either the “Contract Price” or the “Contract Sum”) and the individual prices and rates of the various components of the Work that together comprise the Contract Price, are more particularly described in the Proposal.

AND WHEREAS, it was one of the conditions of said Award that a formal contract should be executed by and between the Owner and the Contractor, evidencing the terms of said Award.

NOW THEREFORE, THIS AGREEMENT FURTHER WITNESSETH THAT the Owner and the Contractor represent, warrant, covenant and agree as follows:

The Contractor hereby covenants and agrees with the Owner that it will, for a sum equal to the Contract Price, well and faithfully perform, provide and execute the Work in accordance with each and every one of the conditions, covenants, stipulations, terms and provisions contained in the Notice to Bidders/Invitation to Bid, the Instructions to Bidders, the Proposal, the Plans, the Specifications, the General Conditions and the Contract Documents (as that term is defined in the General Conditions), all of which are a part of and parcel to this Agreement to the same extent as if incorporated herein in full.

And the Owner does hereby covenant and agree with the Contractor that it will pay to the Contractor, when due and payable under the terms of the Contract Documents and the Award, the Contract Price, and that it will well and faithfully comply with and perform each and every obligation imposed upon it by said Contract Documents and the terms of said Award.

The Contractor shall commence the Work on the commencement date specified in a written order of the Owner (the “Notice to Proceed”). The Work shall be **finally and fully completed**, so that it is ready for final payment, as evidenced by the Engineer’s or the Architect’s written recommendation, within **120** CONSECUTIVE CALENDAR DAYS of the commencement date specified in the Notice to Proceed (such deadlines being referred to herein and in the Contract Documents as the “Contract Time” or the “Contract Times”). In the event that the Work is not completed to the standards and degrees required by the Contract

NOTICE TO PROCEED

TO: CONTRACTOR: _____
ADDRESS: _____

FROM: _____
Town Manager

OWNER: Town of Pittsboro
Pittsboro, North Carolina

PROJECT: Town Lake Park Sidewalk

PROJECT NO.: TIP # BN-0012

CONTRACT PRICE/SUM: \$ _____

You are hereby notified to commence Work on the referenced project on or before _____, 20__ (the “Commencement Date”) and are to complete the Work finally and fully within **120 CONSECUTIVE CALENDAR DAYS** of the Commencement Date. Your Contract final completion date is therefore _____, 20__.

The Agreement provides for assessment of liquidated damages for each consecutive calendar day after the above established completion date that the Work remains incomplete to the standard and degree required.

OWNER:

TOWN OF PITTSBORO, NORTH CAROLINA

By: _____
Name: _____
Title: Town Manager

DATE: _____

STATE OF NORTH CAROLINA
TOWN OF PITTSBORO

NAME OF LOCAL GOVERNMENT AGENCY
TOWN OF PITTSBORO , NC

TOWN

BID BOND

Principal: _____
Name of Principal Contractor

Surety: _____
Name of Surety

Contract Number: _____ County: _____

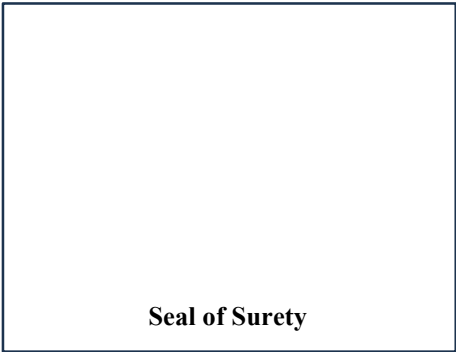
Date of Bid: _____

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

NOW, THEREFORE, in accordance with Article 102-10 of the *Standard Specifications*, the condition of this obligation is: the Principal shall not withdraw its bid within **ninety (90)** days after the opening of the bids, or within such other time period as may be provided in the proposal, and if the Local Government Agency shall award a contract to the Principal, the Principal shall, within **ten (10)** calendar days after written notice of award is received by him, provide bonds with good and sufficient surety, as required for the faithful performance of the contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Principal requests permission to withdraw his bid due to mistake in accordance with the provisions of Article 103-3 of the *Standard Specifications*, the conditions and obligations of this Bid Bond shall remain in full force and effect until the Local Government Agency makes a final determination to either allow the bid to be withdrawn or to proceed with award of the contract. In the event a determination is made to award the contract, the Principal shall have fourteen (14) calendar days to comply with the requirements set forth above. In the event the Principal withdraws its bid after bids are opened except as provided in Article 103-3 of the *Standard Specifications*, or after award of the contract has been made fails to execute such additional documents as may be required and to provide the required bonds within the time period specified above, then the amount of the bid bond shall be immediately paid to the Local Government Agency as liquidated damages.

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

This the _____ day of _____, 20 _____



Print or type Surety Company Name NAIC #

By _____
General Agent or Attorney-in-Fact Signature

Print or type Signer's Name