



INVITATION FOR BID (IFB) No. 26-027
for
TRANSIT ACCESS (BUS STOP) IMPROVEMENT
US 15-501 & EASTOWNE DRIVE

Revised by Addendum 1

Research Triangle Regional Public Transportation Authority dba GoTriangle (GoTriangle), as authorized under the N.C.G.S. [§160A-610](#), is seeking to establish a contract for the above-mentioned services.

The Invitation For Bid (IFB) document is available for download at the GoTriangle's website: <https://GoTriangle.org/procurement-opportunities>.

Publish Date: **January 26, 2026**

Submission Date & Time: **February 17, 2026 by 2:00 pm local NC time**

Submission Location: **Sealed bid envelope shall be delivered to:**

GoTriangle
Attn: Tim Heule, Procurement Officer
4600 Emperor Blvd, Suite 100
Durham, NC 27703

Bid No. 26-027 shall be clearly written on the outside of the envelope.

Pre-Bid Conference: **February 2, 2026 at 10:00 am local NC time**

VIRTUAL: Microsoft Teams meeting. Join:

<https://teams.microsoft.com/meet/26571810625733?p=fVnqVyft0yoLWEepHE>

Meeting ID: 265 718 106 257 33

Passcode: cG6N8Aa9

Late bids will not be accepted. Additional details and requirements for preparing bids are included in this solicitation. All Inquiries regarding this solicitation shall be submitted to:

Tim Heule, Procurement Officer
Email: THeule@GoTriangle.org Office: 919-485-7559

GOTRIANGLE RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.

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Scope Of Services

Background

GoTriangle is a public transit agency serving Durham, Orange, and Wake counties in North Carolina, providing essential mobility services through fixed-route bus, paratransit, and other commuter services. As the region continues to grow, GoTriangle is committed to ensuring that transit infrastructure remains safe, accessible, and supportive of reliable service for all riders.

In accordance with the N.C.G.S. § 143-129, through this Invitation For Bid (IFB), GoTriangle seeks to contract with a qualified firm capable of delivering high-quality, cost-effective construction services that support GoTriangle's mission to provide safe, reliable, and equitable public transportation throughout the region.

The scope of this project includes bus stop and site amenity improvements to existing bus stop location at **US 15-501 and Eastowne Drive**. The awarded contractor will be responsible for providing all labor, tools, equipment, machinery, and materials necessary to complete the work in full compliance with the contract terms. The work shall consist of clearing, grading, concrete pads and sidewalks, installing amenities, traffic control, and other related items.

Instructions for submitting a bid are provided in the *Instructions to Bidders* section of the solicitation. To be deemed responsive and responsible, bidders must submit all items specified in Section 5. Bid Package of the Instructions to Bidders.

Specifications

1. MOBILIZATION/TRAVEL TIME

Mobilization/Travel Time payment will be made by Lump Sum and is to include all mobilization of the contractor's equipment and personnel to perform the work required under this contract.

2. CONSTRUCTION SURVEYING

Construction Surveying payment will be made by Lump Sum and is to include all construction layout, surveying, staking, and utility location to perform the work required under this contract. Construction Surveying will be performed in accordance with section 801 of the latest version of the NCDOT Standard Specifications for Roads and Structures. Survey CADD files will be provided to the Contractor at their request for use in staking the construction layout, right-of-way or easements on proposed improvements.

3. EARTHWORK/FINE GRADING/CLEARING & GRUBBING

The work covered by this section consists of:

- Unclassified excavation
- Embankment
- Undercut Excavation
- Borrow Excavation
- Shoulder and Fill Slope Material
- Clearing and Grubbing
- Materials Sampling and Testing
- Burning Restrictions
- Payment

4. UNCLASSIFIED EXCAVATION

All material excavated in order to achieve the site lines, grades, and cross sections shown on the plans shall be classified as Unclassified Excavation.

Whenever encountered during work, remove any trash and non-natural debris. Remove all roots and pieces of wood or debris larger than three (3) inches in diameter.

All suitable material removed in the excavation shall be used as far as practicable in the formation of embankments, subgrades, and shoulders, and at such other places as may be indicated on the plans or directed by the Engineer. Unsuitable material and excess excavated material not required for construction of embankments shall be properly disposed of offsite at no additional cost to the Owner.

The intersection of slopes with natural ground surfaces, including the beginning and ending of cut slopes, shall be uniformly rounded as shown on the plans or as may be directed by the Engineer. Concurrent with the excavation of cuts, the Contractor shall construct intercepting berm ditches or earth berms along and on top of the cut slopes at locations shown on the plans or designated by the Engineer. All slopes shall be finished to reasonably uniform surfaces acceptable for seeding and mulching operations. All protruding roots and other objectionable vegetation shall be removed from slopes.

When the Contractor's excavation operations encounter graves, the operations shall be temporarily discontinued in the vicinity of the graves and not resumed until so directed by the Engineer.

When the Contractor's excavation operations encounter artifacts of historical or archeological significance, the operations shall be temporarily discontinued in the vicinity of the artifacts and not resumed until so directed by the Engineer. Disposition of the artifacts shall be in accordance with the requirements of the State Division of Archives and History.

A tolerance of plus or minus 0.10 foot from the established grade will be permitted in the roadbed after it has been graded to a uniform surface.

The Contractor shall be responsible during construction and until final acceptance for the maintenance of all work covered by this section.

During construction and until final acceptance, the Contractor shall shape the excavated surface to provide for the drainage of surface runoff along and throughout the length of the cut, shall construct temporary ditches, and use any other methods necessary to maintain the work covered by this section so that the work will not contribute to excessive soil erosion.

As much as practicable, the Contractor shall perform the work covered by this subsection and the construction of embankments in such a manner that cut and fill slopes will be completed to final slopes and grade in a continuous operation. The operation of removing excavation material from any cut and the placement of embankment in any fill shall be a continuous operation to completion unless otherwise permitted by the Engineer.

If grading operations are suspended for any reason whatsoever, partially completed cut and fill slopes shall be brought to the required slope and the work of seeding and mulching or other required erosion control operations shall be performed.

5. EMBANKMENT

The work covered by this subsection consists of placing in embankments, backfills, and earth berms, suitable material excavated as previously described by these specifications in conformity with the lines, grades, and typical cross sections shown on the plans or established by the Engineer. It shall include the preparation of the areas upon which the embankment is to be constructed; the formation, compaction, stability, and maintenance of the embankment.

Before embankment construction is begun, all vegetation, debris, deleterious and unsuitable material shall be removed from the area within the limits of the embankment.

Embankment material and backfill material shall consist of clean, readily compactible earthen material with a maximum particle size of two (2) inches. Embankment material shall be free from debris, organic matter, frozen or deleterious material, and shall be approved for use by the Owner.

The embankment material shall be deposited and spread in successive, uniform, approximately horizontal layers of not more than eight (8) inches in depth, loose measurement, for the full width of the cross section, and shall be kept approximately level by the use of effective spreading equipment. Each layer of the embankment shall be thoroughly compacted as hereinafter specified. Hauling shall be distributed over the full width of the embankment, and in no case will deep ruts be allowed to form during the construction of the embankment. The embankment shall be properly drained at all times.

All embankment material shall be compacted as specified herein unless otherwise provided in the contract or directed by the Engineer. Compaction equipment used by the Contractor shall be adequate to produce the required compaction and produce a uniformly constructed embankment with all layers uniformly bound to all preceding layers.

The embankment material shall be compacted to at least 95% of the maximum dry density obtained by compacting a sample of the material in accordance with ASTM D-698, except for the upper one foot of subbase below pavement base, which shall be compacted to at least 100% of the maximum dry density obtained by compacting a sample in accordance with ASTM D-698. Embankment materials shall be compacted at a moisture content satisfactory to the Engineer, which shall be approximately that required to produce the maximum dry density. The Contractor shall dry or add moisture to the embankment material when required to provide a uniformly compacted and stable embankment.

Backfill materials placed around and over pipe culverts, box culverts, and arch culverts, and embankment materials placed around other structures, shall be clean select material. The material shall be placed and compacted in a manner, which will avoid unbalanced loading and will not produce undue stress on the structure. Such embankments shall be placed in loose layers not to exceed six (6) inches in depth and each layer shall be thoroughly compacted as hereinafter specified. All pipe culverts, box culverts, and arch culverts, after being backfilled as specified in this subsection, shall be protected by a three (3) foot cover of fill at any time that heavy hauling equipment is permitted to cross during construction of the roadway. Any damage or displacement to culverts or other structures due to the Contractor's operation shall be corrected or repaired by the Contractor prior to final acceptance at no cost to the Owner.

The Contractor shall be responsible during construction and until final acceptance for the maintenance of all embankments made under the contract.

During construction and until final acceptance, the Contractor shall construct temporary or permanent earth berms along the outer edges of the top surface of the embankment, construct temporary ditches, shape the embankment surface to provide for the drainage of surface runoff along and throughout the length of the embankments, and use any other methods necessary to maintain the work covered by this section so that the work will not contribute to excessive soil erosion.

The contractor shall replace, at no cost to the Owner, any portion of embankments, which have become displaced or damaged due to carelessness or neglect on the part of the Contractor. Where the work has been properly constructed, completely drained, and properly maintained, and damage occurs due to natural causes, the Contractor will be paid at the contract unit price for the excavated material required to make necessary repairs to such damage. Measurements of quantities must be performed and approved prior to commencement of work.

All embankments shall be brought to the grade shown on the plans, or established by the Engineer, prior to final inspection and acceptance by the Engineer.

6. UNDERCUT EXCAVATION

The work covered by this subsection consists of the excavation, placement, and compaction and/or satisfactory disposal of materials removed from a location below the finished graded cross section.

When the Engineer determines that the natural soil materials are undesirable in their location or condition, the Engineer may require the Contractor to remove this undesirable material and backfill with approved material properly compacted.

Where undercutting is required adjacent to or beneath the location of a proposed drainage structure, undercut and backfill shall be done over a sufficient distance adjacent to the installation to prevent future operations from disturbing the completed drainage structure.

All materials removed in the work of undercut excavation will be classified by the Engineer as either suitable for use without excessive manipulation and utilized by the Contractor elsewhere in the work, or unsuitable for further use and disposed of by the Contractor as directed by the Engineer.

The Contractor shall conduct undercut operations in such a way that the Engineer can take the necessary measurements before any backfill is placed.

Backfill in undercut areas shall be placed as a continuous operation along with the undercutting operation. Backfill material shall not be placed in water unless otherwise permitted by the Engineer.

7. BORROW EXCAVATION

The work covered by this subsection consists of the excavation of approved material from borrow sources and the hauling and placing of this material as required on the plans or as directed by the Engineer. It shall also include the satisfactory disposal of any material from the borrow source which is not suitable for use. All work covered by this subsection shall be in

accordance with Section 230 of the latest version of the NCDOT Standard Specifications for Roads and Structures.

8. SHOULDER AND FILL SLOPE MATERIAL

Perform the required shoulder and slope construction for this project in accordance with the applicable requirements of Section 226 of the Standard Specifications except as follows:

- Construct the top 6 inches of shoulder and fill slopes with soils capable of supporting vegetation.
- Provide soil with a P.I. greater than 6 and less than 25 and with a pH ranging from 5.5 to 6.8. Remove stones and other foreign material 2 inches or larger in diameter. All soil is subject to test and acceptance or rejection by the Engineer.
- Obtain material from approved borrow site. The Contractor is responsible for any erosion control requirements of off-site borrow sites.

9. CLEARING & GRUBBING

Perform clearing on this project to the limits established by "Method of Clearing - Method II" shown on Standard No. 200.02 of the NCDOT 2024 Roadway Standard Drawings.

10. MATERIALS SAMPLING & TESTING

The Contractor is responsible for the quality control of his/her work including but not limited to compaction of subgrade, compaction of aggregate base course, strength of concrete, etc. The Owner may use an independent testing laboratory to test areas found to be noncompliant. The Contractor will be responsible for all repair and replacement costs including retesting costs for areas found to be noncompliant.

11. BURNING RESTRICTIONS

Open burning is not permitted on any portion of the limits established for this project. Do not burn the clearing, grubbing or demolition debris designated for disposal and generated from the project at locations within the project limits, off the project limits or at any waste or borrow sites in this county. Dispose of the clearing, grubbing and demolition debris by means other than burning, according to state or local rules and regulations.

12. EARTHWORK/FINE GRADING/CLEARING & GRUBBING

Payment for the work covered by this subsection will be made by Lump Sum and to include all labor, materials, transportation, and incidentals required to perform the work described within

this section including, but not limited to, excavation, removal and disposal of undesirable material, backfilling with suitable material, constructing embankments necessary to achieve the grades indicated on the plans, and maintaining the work.

13. SEEDING & MULCHING

Sod is to be placed in all disturbed areas within the construction limits as shown on the plans.

The Contractor shall substitute mulch for sod in areas as indicated on the plans to match existing site conditions. Mulch shall be placed at a minimum of 4" thick to match the existing conditions or as called for in the plans.

Lay sod as soon as possible after it has been harvested to prevent injury. Sod should be installed within 24 hours of delivery. While installing, take action as necessary to prevent heat buildup within the unlaidd sod. Plan to unstack and unroll the sod if it cannot be laid within 48 hours. Soil should be moist (but not overly wet) before laying sod. Irrigating the soil several days before delivery is often adequate.

Start sodding from a straight edge (driveway or sidewalk) and butt strips together, staggering them in a brick-like pattern. Avoid stretching sod. Use a knife or sharp spade for trimming to fit irregularly shaped areas. Lay sod lengthwise across the face of slopes and peg or stake the pieces to prevent slippage. After the sod has been placed, roll the lawn to ensure good sod-to-soil contact.

Water sod immediately after installation. Soak sod thoroughly enough to penetrate soil below the newly installed sod to a minimum depth of two (2) inches. Contractor is responsible for insuring adequacy of water supply. The Contractor shall provide any necessary temporary means to properly water sod, including temporary pumps and sprinklers. Proper irrigation shall be required by the Contractor until the project has been inspected and is accepted by the Owner.

In some cases, sod can be laid in space planting "semi-checkerboard" fashion in order to lower costs. This method is described here assuming that the sod is cut into the standard 18 in. x 24 in. size. The first piece of sod is laid with the narrow side flush to a straight edge. This will start a row that is 24 in. wide. The next piece of sod is laid likewise but it is spaced 9 in. away and parallel to the first piece along the longer side. This is continued to make the first row. The next row is laid flush with the previous and in the same fashion except it is laid offset by 9 inches, i.e. laid beginning at the centerline of the first piece of sod in the previous row. Subsequent rows are laid in this alternating pattern.

Upon completion of work, the Contractor shall remove from the site all equipment and other articles used. All excess soil, stone, and debris shall be removed and legally disposed of at no additional cost to the Owner. All work areas shall be left in a clean and neat condition. All

damage to existing construction caused by landscaping operations shall be repaired to the satisfaction of the Owner at the Contractor's expense.

The Contractor will be responsible for watering grass for a two (2) week period after installation. The Contractor shall notify Engineer once grass is installed to start the two-week period. The Contractor is to replace any dead grass at the direction of the Engineer and water for an additional two weeks at no additional cost to the Owner.

LAWN SEEDING (Cool- and Warm-Season Grasses)				
Lawn Grass	Typical Planting Rate/1,000 sq. ft.			
	Planting Dates ¹	Seeds ²	Space Planting ³	Sprigging ⁴
Tall fescue	Mar 1 to Oct 15 (Aug 15 to Oct 1 optimum)	6	-	-
Tall fescue/annual (winter) rye	Oct 15 to Mar 1	6 fescue 1 rye		
Bermudagrass(seed)	Apr 1 to Aug 15	1 to 2	-	-
Bermudagrass (vegetative)	Apr 15 to Aug 30	-	5 ⁴	5
Centipedegrass	Mar to July	0.25 to 0.50	5 ⁴	-
Zoysiagrass	Apr to July	-	5 ⁴	5
St. Augustinegrass	Apr to July	-	5 ⁴	-

¹ Sod consisting of cool-season grasses can be installed anytime the ground is not frozen. Sod consisting of warm-season grasses can be installed as long as soil temperature exceeds 55°F. (typically April 15 to Oct. 1)

² Pounds of seed per 1,000 sq. ft.

³ Square yards of turf cut into 2-inch centers to plant 1,000 sq. ft.

⁴ Bushels of sprigs per 1,000 sq. ft. (1 sq. yd. of turf pulled apart is equivalent to 1 bushel of sprigs.)

Grass Sod/Mulch payment will be made at the unit price per acre or as indicated in the itemized proposal of disturbed areas shown on the plans and as indicated on the itemized proposal including, but not limited to, all equipment, labor, materials, watering and incidentals to install and maintain the sod and mulch as directed.

Watering will be considered incidental to Grass Sod/Mulch. The Contractor is to replace any dead grass at the direction of the Engineer and water for an additional two weeks at no additional cost to the Owner. No direct payment will be made for areas outside of the construction limits shown on the plans that have been disturbed or damaged.

14. MILLING ASPHALT PAVEMENT, 1.5" DEPTH

Mill Asphalt Pavement, 1.5" Depth will be constructed in accordance to Section 607 of the latest version of the NCDOT Standard Specifications for Roads and Structures at the specified thickness and as shown on the plans.

Mill Asphalt Pavement, 1.5" Depth payment will be made at the unit price per square yard at the specified thickness or as otherwise indicated in the itemized proposal and will include the labor, hauling, materials, and all other miscellaneous items needed to mill and remove the thickness of asphalt specified and prepare the area for other construction items.

15. 7., 8., 9. ASPHALT PAVEMENT

All asphalt pavement will be installed in accordance to Sections 609 & 610 of the latest version of the NCDOT Standard Specifications for Roads and Structures with the specified mix types and thicknesses as shown on the plans and typical sections. The pavement mixes shall meet all applicable material and installation specifications outlined in the latest version of the NCDOT Standard Specifications for Roads and Structures. Contractor to provide NCDOT approved mix designs prior to paving.

Full Depth Asphalt Pavement, -" will include all the mix types at the specified thicknesses for each layer to the total depth specified in the plans.

Full Depth Asphalt Pavement, -" payment will be made at the unit price per ton of the specified thicknesses and mix types installed and accepted or as otherwise indicated in the itemized proposal and will include the labor, materials, asphalt binder, and all other miscellaneous items needed to install the asphalt. See Section 610 of the latest version of the NCDOT Standard Specifications for Roads and Structures for full description of all items included.

Var. Depth, (Mix Type) will be made at the unit price per ton of the variable depth of the specified mix type installed and accepted or as otherwise indicated in the itemized proposal and will include the labor, materials, asphalt binder, and all other miscellaneous items needed to install the asphalt. See Section 610 of the latest version of the NCDOT Standard Specifications for Roads and Structures for full description of all items included.

16. CONCRETE CURB RAMPS

Concrete Curb Ramps will be constructed in accordance to Section 848 of the latest version of the NCDOT Standard Specifications for Roads and Structures.

Concrete Curb Ramps payment will be made at the unit price per each curb ramp satisfactorily installed or as otherwise indicated in the itemized proposal and will include the labor, materials, excavation and backfilling, sawing the existing sidewalk or driveway, furnishing and placing concrete, curb and gutter, constructing and sealing joints and furnishing and installing truncated domes, and all other miscellaneous items needed to construct the curb ramp. Pay limits for ramps will be as specified on the details provided in the plans.

17. 4" CONCRETE SIDEWALK

4" Concrete Sidewalk will be constructed in accordance to Section 848 of the latest version of the NCDOT Standard Specifications for Roads and Structures at the specified thickness and as shown on the plans with compacted subgrade.

Payment: 4" Concrete Sidewalk payment will be made at the unit price per square foot at the specified thickness or as otherwise indicated in the itemized proposal and will include the labor, materials, compaction of subgrade, and all other miscellaneous items needed to construct the sidewalk.

18. 6" SHELTER PAD

6" Shelter Pad will be constructed per NCDOT Section 848 and as shown on the plans. Where called for, 6" of compacted aggregate base course is to be provided underneath the proposed pad with a minimum of 12" width of aggregate base course around the perimeter of the pad.

Where required, woven wire fabric sheets shall be placed within the shelter pad per the details provided in the plans and installed on chairs.

Where required, steel rebar shall be placed within the shelter pad per the details provided in the plans.

Payment: 6" Shelter Pad payment will be made at the unit price per square foot of shelter pad installed and approved at the specified thickness or as otherwise indicated in the itemized proposal and will include the labor, materials, aggregate base course, woven wire fabric, rebar, compaction of subgrade, and all other miscellaneous items needed to construct the shelter pad.

19. INSTALL SHELTERS AND AMENITIES

The Owner has purchased all amenities (shelters, benches, trash cans, etc.) to be used for this project unless otherwise noted in the plans or contract documents. The Contractor will pick-

up, transport, and install amenities at each site as called out on the plans. The shelters will be picked up at a location in Chapel Hill. The other amenities will be located on the Owner's property at the Raleigh GoTriangle warehouse at 324 W Lane Street, Raleigh. The Contractor will sign for amenities prior to leaving the Owner's storage facility indicating the condition of the amenities. The contractor will also be responsible for hauling away and disposing of any crates or pallet/packing materials off-site in a legal manner. Amenities will be assembled and installed per manufacturer's recommendations using an anchoring system. The Contractor shall provide anchor units to install amenities on concrete per manufacturer's requirements. The Contractor will coordinate all efforts with the Owner. The Contractor will be responsible for any damages to amenities once they leave the Owner's storage facility. The Contractor is to keep the storage facility clean at all times, including removing and disposing properly offsite of trash and sawdust, metal filings and other detritus created.

Install Bus Shelter and Amenities payment will be made at the unit price per each bus shelter to be installed or as otherwise indicated on the itemized proposal and shall include all transportation, assembly, installation and incidentals required to install the shelter, bench, and other amenities (trash cans, charging stations, etc.) as shown on the plans.

20. AMENITY ITEMS & MODELS TO BE INSTALLED

The following amenities are to be installed per the specifications of this contract: 9' Tolar Crescent Shelter with white aluminum finish and Victor Stanley trash can with white aluminum finish. The model of amenities to be installed at any site is subject to change upon Owner and Engineer discretion prior to installation work by the Contractor at each location. Shelters installed within NCDOT right-of-way are to be on the NCDOT approved product list.

21. INSTALL BUS STOP SECURITY LIGHTING SYSTEM

The Contractor is to install bus stop security lighting systems in accordance with the manufacturer details and as shown on the plans. The Contractor is to coordinate with the Owner to pick-up and transport the lighting systems from the Owner's storage location to the locations required for installation. The lighting systems are to be assembled and installed per manufacturer's recommendations.

Bus stop security lighting systems are to be installed on new 12-gauge galvanized steel square tube posts, at the size indicated by the manufacturer or as directed by the Engineer or as otherwise required by the manufacturer. Lighting systems and posts shall be installed to the heights specified by the manufacturer. New sign post installations and locations with bus stop security lighting systems shall be smooth wall or "Telespar Qwik-Punch" with knockouts square tube signs, or equivalent approved by the Owner. All sign posts used shall meet the requirements of Section 1094 of the latest version of the NCDOT Standard Specification for Roads and Structures.

Installation of the lighting system will also include the installation of push buttons and wiring provided and required by the manufacturer.

Install Bus Stop Security Lighting System payment will be made per each lighting system satisfactorily installed and will include, but is not limited to, furnishing of the lighting system, coordination with the Owner for approval of products to be used, new square tube sign posts, installation, installation of push buttons, equipment, labor, and materials including bolts, fabrication, and machine work and any incidentals required to satisfactorily install the lighting system.

22. 2'-6" CURB & GUTTER

2' -6" Curb & Gutter will be constructed in accordance to Section 846 of the latest version of the NCDOT Standard Specifications for Roads and Structures. Asphalt base course / ABC, as indicated on the plans, under the curb shall be installed per the current NCDOT standards and specifications at the thicknesses shown on the plans or as directed by the Engineer. Asphalt under the curb will extend behind the back of the proposed curb a minimum of 6" and ABC a minimum of 12".

2' -6" Curb & Gutter payment will be made at the unit price per linear foot at the specified size or as otherwise indicated in the itemized proposal and will include the labor, materials, asphalt or stone base, and all other miscellaneous items needed to construct the curb & gutter. Payment for this item will not be made until complete, including backfilling, until inspected and accepted by the Owner.

23. ADJUST UTILITY BOX/VAULT

Adjust Utility Box/Vault will be constructed to adjust the existing utility box/vault vertically using the appropriate materials so that it is flush with the proposed surface. The Contractor's attention is directed to Article 858-3 of the latest version of the NCDOT Standard Specifications for Roads and Structures for applicable construction methods.

Adjust Utility Box/Vault payment will be made per each utility box/vault satisfactorily adjusted. Such price includes, but is not limited to, removal of a portion of the existing structure, materials, labor, equipment, coordination, and tools necessary to complete the work. Existing frames and covers are to be salvaged and reused in the adjustment. Any coordination with the owner of the utility is to be done by the contractor in accordance with this contract and is to be considered incidental to the contract.

24. ADJUST MANHOLE

Adjust Manhole will be completed in accordance to Section 858 of the latest version of the NCDOT Standard Specifications for Roads and Structures.

Adjust Manhole payment will be made at the unit price per each manhole satisfactorily adjusted or as otherwise indicated in the itemized proposal and will include the labor, materials, and all other miscellaneous items needed to complete the adjustment.

25. 15" RCP, CLASS III

15" RCP Class III will be completed in accordance to Section 310 of the latest version of the NCDOT Standard Specifications for Roads and Structures at the size and class of pipe specified.

15" RCP Class III payment will be made at the unit price per the actual number of linear feet of pipe that has been incorporated into the completed and accepted work or as otherwise indicated in the itemized proposal and will include the labor, materials, foundation conditioning materials, any required geotextile fabric, subgrade materials, any required undercut excavation, and all other miscellaneous items needed to satisfactorily install the pipe.

26. 18" RCP, CLASS III

18" RCP Class III will be completed in accordance to Section 310 of the latest version of the NCDOT Standard Specifications for Roads and Structures at the size and class of pipe specified.

18" RCP Class III payment will be made at the unit price per the actual number of linear feet of pipe that has been incorporated into the completed and accepted work or as otherwise indicated in the itemized proposal and will include the labor, materials, foundation conditioning materials, any required geotextile fabric, subgrade materials, any required undercut excavation, and all other miscellaneous items needed to satisfactorily install the pipe.

27. PIPE REMOVAL

Pipe Removal will be completed in accordance to Section 340 of the latest version of the NCDOT Standard Specifications for Roads and Structures.

Pipe Removal payment will be made at the unit price per the actual number of linear feet of pipe removed measured to the nearest foot of pipe removed. Removal of flared end sections will be considered incidental to the overall pipe removal or as otherwise indicated in the itemized proposal.

28. PIPE COLLAR

Pipe Collar will be completed in accordance to section 840 of the latest version of the NCDOT Standard Specifications for Roads and Structures.

Pipe Collar will be made at the unit price per cubic yard as indicated in the Itemized Proposal and shall be full compensation for all labor, equipment, and material to furnish and install these structures including excavation and backfill.

29. CATCH BASIN (CB)

CATCH BASINS include the following:

Frame with Grate Std. _ will be completed in accordance to Section 840 of the latest version of the NCDOT Standard Specifications for Roads and Structures.

Masonry Drainage Structures will be completed in accordance to Section 840 of the latest version of the NCDOT Standard Specifications for Roads and Structures.

Catch Basin payment will be made at the unit price per each incorporated into the completed and accepted work or as otherwise indicated in the itemized proposal and will include the labor, materials, grates, any hoods, covers, or grates required per the standard detail, and all other miscellaneous items needed to install the assembly.

30. 2 GRATE INLET (2GI)

2 GRATE INLETS include the following:

Frame with Grate Std. _ will be completed in accordance to Section 840 of the latest version of the NCDOT Standard Specifications for Roads and Structures.

Masonry Drainage Structures will be completed in accordance to Section 840 of the latest version of the NCDOT Standard Specifications for Roads and Structures.

2 GRATE INLET payment will be made at the unit price per each of the drainage structures constructed and approved or as otherwise indicated in the itemized proposal and will include the labor, materials, subgrade material, required steps and all other miscellaneous items needed to install the structure. No additional payment will be made for structures exceeding 5' in height unless otherwise noted by the engineer.

31. CLASS B RIPRAP

Class B RipRap will be supplied and installed in accordance to Section 876 of the latest version of the NCDOT Standard Specifications for Roads and Structures.

Class B RipRap payment will be made at the unit price per ton of the class of riprap supplied, installed, and approved or as otherwise indicated in the itemized proposal and will include the labor, materials, and all other miscellaneous items needed to install the riprap.

32. GEOTEXTILE FABRIC

Geotextile Fabric will be supplied and installed in accordance to Section 876 of the latest version of the NCDOT Standard Specifications for Roads and Structures (see “Geotextile for Drainage”).

Geotextile Fabric payment will be made at the unit price per square foot of geotextile fabric satisfactorily installed and approved or as otherwise indicated in the itemized proposal and will include the labor, materials, staples, pin, and all other miscellaneous items needed to install the geotextile fabric.

33. TEMPORARY TRAFFIC CONTROL

The work covered by this section consists of the furnishing, erecting, maintaining, relocating, and removing traffic control devices in accordance with the Contract as well as the following sections from the latest version of the NCDOT Standard Specifications for Roads and Structures, with the exception of the method of payment, or as directed by the Engineer:

- Section 1101 Work Zone Traffic Control General Requirements
- Section 1105 Temporary Traffic Control Devices
- Section 1110 Work Zone Signs
- Section 1115 Flashing Arrow Boards
- Section 1130 Drums
- Section 1135 Cones
- Section 1145 Barricades
- Section 1150 Flaggers

Temporary Traffic Control payment will be made by Lump Sum and is to include all work covered by these sections including furnishing, erecting, relocating, maintain, and removing any and/or all temporary traffic control devices.

34. PAVEMENT MARKINGS

All work associated with the furnishing, installing, and removing of pavement markings shall be performed in accordance with the Contract as well as the following sections of the NCDOT Standard Specifications for Roads and Structures with the exception of the method of payment, or as directed by the Engineer:

- Section 1205 Pavement Marking General Requirements

In the case pavement markings called for on plans are not covered by NCDOT Standard Specifications for Roads and Structures, the Contractor shall refer to the MUTCD and any interim approvals as applicable.

Pavement Markings payment will be made by Lump Sum or as otherwise indicated in the itemized proposal and is to include all work covered by these sections including furnishing, installing, and removing pavement markings.

35. SIGNING

Furnish signs with messages as shown on the plans or as directed by the Engineer and that meet the requirements of Section 901 of the latest version of the NCDOT Standard Specifications for Roads and Structures and the Manual on Uniform Traffic Control Devices (MUTCD). Conform to the message layout, size, and color as required by the plans or as directed by the Engineer. Use prismatic retroreflective sheeting that meets the minimum retro-reflectivity values found in the latest edition of the MUTCD.

Permanent signage shall be installed in accordance with the latest version of the NCDOT Standard Specifications for Roads and Structures, NCDOT Roadway Standard Drawings, and the MUTCD. Signs provided for pedestrian and school crossings and zones shall use the strong yellow-green coloring rather than the traditional yellow of warning signs. Prismatic sheeting shall be a micro-prismatic lens reflective sheeting, classified using ASTM D4956-04. Sheeting types to be used are ASTM Type III, IV, and VI-X.

Permanent Signage shall be considered full compensation for all equipment, materials, labor, fabrication, footings, supports, hardware, and incidentals for work associated with the installation of new permanent traffic signage at locations as shown on the plans.

Contractor shall submit a sample sign type or detailed submittal for approval by the Engineer prior to ordering the sign.

Use 3lb galvanized steel U-channel sign posts or steel square tube posts, as directed by the Engineer, of sufficient length to permit the appropriate sign mounting height. New sign post

installations and locations with bus stop security lighting systems shall be smooth wall or "Telespar Qwik-Punch" with knockouts square tube signs, or equivalent approved by the Owner. All sign posts used shall meet the requirements of Section 1094 of the latest version of the NCDOT Standard Specification for Roads and Structures.

Permanent Signage payments will be made at the unit price per square foot or as otherwise indicated in the itemized proposal and will include, but is not limited to, signage fabrication and installation, including 3 lb. galvanized steel U-channel posts, square posts, bolts, fabrication, machine work and any incidentals required to install the traffic signage.

36. EROSION CONTROL

Temporary and permanent erosion control measures shall be furnished, constructed, maintained, and removed in accordance with the current NCDOT standard specifications with the exception of Method of Measurement and Payment. Erosion control measures shall be provided for all land disturbing activities in accordance with the Contract Documents and/or an erosion control plan approved by the North Carolina Department of Environment and Natural Resources (NCDENR). Temporary measures shall be installed by the Contractor, then inspected by the Inspector for compliance prior to any land disturbing activity. The inspection and approval process shall be required on each phase of construction. All permanent erosion control measures shall be incorporated into the work at the earliest practical time. All temporary measures shall be maintained until the permanent measures have taken effect. Temporary and permanent measures shall be coordinated to provide effective and continuous erosion control throughout the construction and post-construction period to minimize siltation of streams, lakes, reservoirs, and other impoundments, ground surfaces, and other property. These measures shall remain in effect until final approval for removal is given by the Inspector and/or the NCDENR at which time the Contractor shall remove all temporary erosion control measures at no additional cost to the Owner.

The Contractor shall be familiar with the applicable provisions of the Sedimentation Pollution Control Act of 1973, General Statutes, Chapter 113A, Article 4. The Contractor shall be responsible for incorporating conservation procedures necessary to comply with this act in minimizing erosion and sediment pollution associated with the construction of this project as directed by the Engineer.

The Contractor shall be financially responsible for any and all fines that result from the Contractor's failure to install and/or maintain erosion control measures in accordance with the Contract Documents.

The Contractor shall check all erosion and sediment control measures for stability and operation following each rainfall event, and no less than once per week. The Contractor shall make any needed repairs immediately to maintain all control measures as designed.

The Contractor shall clean out all sediment trapping devices when the device reaches 50% trap capacity and shall dispose of the sediment by spreading on the site in a protected area or by hauling away if not suitable for fill at no additional cost to the Owner.

37. TEMPORARY MEASURES

Temporary Silt Fence shall be installed around inlets, at the toe of all fill slopes, and any other necessary locations as shown on the plans and as directed by the Engineer. Silt fence shall be erected in accordance with the latest version of the NCDOT Standard Specifications for Roads and Structures.

Inlet Protection shall be installed around inlets and any other necessary locations as shown on the plans and as directed by the Engineer. Inlet protection shall be erected in accordance with the latest version of the NCDOT Standard Specifications for Roads and Structures.

Diversion Ditches shall be installed at the top of cut and fill slopes and any other necessary locations as shown on the plans and as directed by the Engineer. Diversion ditches shall be installed in accordance with the latest version of the NCDOT Standard Specifications for Roads and Structures.

Tree Protection Fence shall be installed around the drip line of trees in the construction work area as shown on the plans and as directed by the Engineer. The tree protection fence shall be installed in such a manner that it prevents all construction activities from encroaching into the area inside the drip line of the tree. The material and installation specifications for the tree protection fence shall be approved for use by the Engineer prior to installation.

Construction Entrances shall be installed at all points of access to the construction site. Any access point, which does not have a construction entrance, shall be barricaded to prevent its use. Construction entrances shall be installed in accordance with the latest version of the NCDOT Standard Specifications for Roads and Structures. Construction entrances shall be included in the unit bid price for "Mobilization."

Sediment and Filter Basins shall be installed at all points where accumulated runoff is released to natural drainage channels as shown on the plans and as directed by the Engineer. Sediment pits and filter basins shall be sized to hold 1800 cubic feet of sediment for every acre of denuded area tributary to the structure. Sediment and filter basins shall be installed in accordance with the latest version of the NCDOT Standard Specifications for Roads and Structures.

Catch Basin Risers/Filters shall be installed at proposed catch basin locations or at other necessary locations as shown on the plans and as directed by the Engineer. Catch basin risers/filters shall be erected in accordance with the latest version of the NCDOT Standard Specifications for Roads and Structures.

Check Dams shall be installed in ditches any and at other necessary locations as shown on the plans and as directed by the Engineer. Check dams shall be erected in accordance with the latest version of the NCDOT Standard Specifications for Roads and Structures.

Matting for erosion control shall be jute matting or excelsior matting. Matting for erosion control shall not be dyed, bleached, or otherwise treated in a manner that will result in toxicity to vegetation.

Jute Matting: Jute matting shall be of a uniform open plain weave of single jute yarn, forty-eight (48) inches in width, plus or minus one (1) inch. The yarn shall be of a loosely twisted construction and shall not vary in thickness by more than one-half its normal diameter. There shall be 78 warp ends, plus or minus 2, per linear yard; and the weight shall average 1.22 pounds per linear yard of the matting with a tolerance of plus or minus 5 percent.

Excelsior Matting: Excelsior matting shall consist of a machine-produced mat of curled wood excelsior at least 47 inches in width. The mat shall weigh 0.975 pounds per square yard with a tolerance of plus or minus 10 percent. At least 80% of the individual excelsior fibers shall be 6 inches or more in length. The excelsior fibers shall be evenly distributed over the entire area of the blanket. One side of the excelsior matting shall be covered with a woven fabric of twisted paper cord or cotton cord, or with an extruded plastic mesh. The mesh size for either the fabric or plastic mesh shall be a minimum of 1" x 1" and a maximum of 1-1/2" x 3".

Wire Staples: Staples shall be machine-made of No. 11 gage new steel wire formed into a "U" shape. The size when formed shall be not less than 6 inches in length with a throat of not less than 1 inch in width.

Erosion Control payment will be made by Lump Sum and will include all work covered by this section including, but not limited to, the labor, equipment, and materials for furnishing, installing, and removing all temporary erosion control measures indicated on the plans, and maintenance of the work throughout the life of the project as required by the Inspector.

END OF SECTION

Exhibit A

DRAWINGS

UPLOADED AS SEPARATE PDF DOCUMENT

Terms and Conditions

1. Services

- 1.1. Contractor agrees to perform services as described in the solicitation's Scope of Services section (hereinafter "the Work").
- 1.2. Contractor hereby represents and warrants that it has the experience, capability and resources, including but not limited to sufficient personnel and supervisors, to efficiently and expeditiously perform the Services to be provided hereunder with the highest professional standards, and Contractor further represents and warrants that it will at all times devote the necessary personnel and supervisors to perform the Services hereunder in such a manner. Contractor warrants and represents that prior to submitting a proposal for any Services, Contractor will examine all of the specifications, directions and conditions relating to the Services, visit the site, investigate the scope of the project and the difficulties which may be encountered in performing the Services, and hereby assumes full and complete responsibility for, and risk in connection with, said Services.

2. Time of Commencement and Completion

The entire work required by this Contract shall be completed by the Contractor not later than 60 Calendar Days (CD) after the date of Notice-to-Proceed.

In the event the work under the Contract is not completed by this date, the Contractor shall be assessed liquidated damages of \$150.00 for each day's delay beyond the completion date.

3. Invoicing and Compensation

In consideration of the performance of this Contract and the full completion of the work required of the Contractor by the terms and conditions of this Contract, GoTriangle agrees to pay to the Contractor the contract amount based on the following:

- 3.1. Partial payments will be made to the Contractor by GoTriangle within thirty (30) days of receipt of an accurate invoice for work completed and certified by the Project Engineer or an authorized representative of GoTriangle.
- 3.2. The final estimate of the amount due to the Contractor will be paid within thirty (30) days after certified completion and final acceptance of all work required under the Contract, less any applicable retainage per Section Six (6).
- 3.3. GoTriangle hereby requires and Contractor agrees that Contractor will submit with the final invoice, a waiver of lien and all applicable Subcontractor's and Materialman's release and waivers of lien, in form and substance acceptable to GoTriangle, at the conclusion of

Services performed and receipt by Contractor of a Notice of Acceptance from GoTriangle. Contractor shall also furnish all permits, licenses, certificates of approval from all governing inspection authorities including, as applicable, certificates of occupancy and inspection, applicable warranties, manufacturer's assigned guarantees and authorizations in the possession of Contractor. Additional completion documents may be required by GoTriangle's Contracts and Grants Coordinator.

- 3.4. GoTriangle will forward payments of Contractor's invoices to the "remit to" address on the invoice which has been approved for payment.
- 3.5. GoTriangle may withhold full or partial payment of any invoice as GoTriangle deems necessary due to:
 - 3.5.1. Non-satisfaction of Services that are not remedied;
 - 3.5.2. Third-party claims filed or information in possession of GoTriangle reasonably indicating probable filing of such claims;
 - 3.5.3. Failure of Contractor to make payments properly for subcontracts, labor, material or equipment;
 - 3.5.4. Damage to GoTriangle or another party for which Contractor is partially or wholly responsible;
 - 3.5.5. Persistent failure to carry out the Services in accordance with this Agreement.
- 3.6. In the event any full or partial payment is withheld, full payment shall be made when the offending condition is cured.
- 3.7. Each invoice shall be in a form satisfactory to GoTriangle and shall reference this Contract Number **26-027**.
- 3.8. Invoices shall be submitted in an electronic form to the following email address: invoice@GoTriangle.org

4. Workmanship and Quality of Services/Warranties

- 4.1. All work under this Contract shall be performed to the satisfaction of the Project Engineer or authorized representative of GoTriangle. The Project Engineer or authorized representative of GoTriangle will determine the fitness of the work and materials to be paid for under this Contract, and shall resolve all questions related to interpretation of the plans and specifications. In the event of a dispute between the Contractor and the GoTriangle's representative, the representative's decision shall be final and binding.

- 4.2. The Contractor, in executing this Contract, warrants that it will be responsible for the maintenance or correction of any work completed under this Contract that may become defective due to faulty workmanship or materials for a period of one (1) year after final acceptance of the work performed.
- 4.3. The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by GoTriangle for use in connection with the performance of this Contract, and will reimburse GoTriangle for the replacement value of its loss or damage. The Contractor shall keep the job 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 GoTriangle. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the job sites, and completely prepare the project and site for use by GoTriangle.

5. Laws and Safety Standards

- 5.1. The Contractor shall comply with all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
- 5.2. All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Electrical Engineers for pressure vessels; the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the Contractor shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
- 5.3. Contractor must comply with North Carolina Occupational Safety and Health Standards for General Industry 13 NCAC 07F (29 CFR 1910). In addition, Contractor shall comply with all applicable occupational health and safety and environmental rules and regulations.
- 5.4. Contractor shall effectively manage its safety and health responsibilities including:
 - 5.4.1. Accident Prevention

Prevent injuries and illnesses to its employees and others on or near the job site. Contractor managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.

5.4.2. Environmental Protection

Protect the environment on, near, and around the work site by compliance with all applicable environmental regulations.

5.4.3. Employee Education and Training

Provide education and training to all contractors employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

6. Retainage

- 6.1. In accordance with the § 143-134.1, to ensure proper performance of contracts exceeding \$100,000, GoTriangle may retain up to five percent (5%) of the amount of each approved partial payment, until the project work is fifty percent (50%) complete, provided that the Contractor continues to perform satisfactorily and that any non-conforming work identified in writing prior to that date has been corrected by the Contractor and accepted by the Project Engineer or authorized representative of GoTriangle.
- 6.2. If GoTriangle determines the Contractor's performance is unsatisfactory, GoTriangle may reinstate retainage in the amount of five percent (5%) for each subsequent partial or periodic payment application until the Contractor's performance becomes satisfactory. The project shall be deemed fifty percent (50%) complete when the contractor's gross project invoices, excluding the value of materials stored off-site, equal or exceed fifty percent (50%) of the value of the contract, except the value of materials stored on-site shall not exceed twenty percent (20%) of the contractor's gross project invoices for the purpose of determining whether the project is fifty percent (50%) complete. Following fifty percent (50%) completion of the project, GoTriangle may also withhold additional retainage from any subsequent periodic payment, not to exceed five percent (5%), in order to allow GoTriangle to retain two and one-half percent (2 ½%) total retainage through the completion of the project.
- 6.3. Within sixty (60) days after the submission of an invoice, GoTriangle with written consent of the surety shall release to the Contractor all retainage on payments held by GoTriangle if (1) GoTriangle receives a certificate of substantial completion from the architect, engineer, or designer in charge of the project; or (2) GoTriangle receives beneficial occupancy or use of the project. However, GoTriangle may retain sufficient funds to secure completion of the project or corrections on any work. If GoTriangle retains funds,

the amount retained shall not exceed two and one-half (2 ½) times the estimated value of the work to be completed or corrected. Any reduction in the amount of the retainage on payments shall be with the consent of the contractor's surety.

- 6.4. Retainer provisions contained in Contractor's subcontracts may not exceed the terms and conditions for retainage provided herein. Contractors are further required to satisfy the retainage provisions of N.C.G.S. 143-134.1(b2) with regard to subcontracts for early finishing trades (structural steel, piling, caisson, and demolition) and to coordinate the release of retainage for such trades from the retainage held by GoTriangle from the Contractor pursuant to statute. Nothing shall prevent GoTriangle from withholding payment to the Contractor in addition to the amounts identified herein for unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against GoTriangle or reasonable evidence that a third-party claim will be filed.

7. Changes in the Services

- 7.1. Only a Contract Amendment signed by duly authorized representatives of both parties, can modify the Contract, as long as it does not change the Contract's general scope. Purported changes to the Contract by an unauthorized person or made unilaterally by the Contractor will be void and without effect; Contractor will not be entitled to any claim made under the Contract based on any such purported changes.
- 7.2. No Change Order shall be issued where:
 - 7.2.1. The change was necessitated in whole or in part by Contractor's failure to comply with a requirement of this Contract;
 - 7.2.2. Contractor's work would have been affected by any other cause that would not be considered an alteration in, addition to, or deduction from the Services requested by the GoTriangle;
 - 7.2.3. Contractor proceeds with any Services without giving notices as required under the Contract; or
 - 7.2.4. The changes are required to correct deficient Services, to achieve compliance with the requirements set forth in this Contract, or due to Services which do not conform with good industry practices, or is otherwise faulty or defective.

8. Services on GoTriangle's Premises

- 8.1. Contractor understands and agrees that it is solely responsible for ensuring that its personnel will perform the Services called for hereunder in a safe manner and in

accordance with all applicable safety laws and regulations, including but not limited to the Occupational Safety and Health Act and its implementing regulations. Contractor further agrees that it will ensure all of its personnel performing Services on GoTriangle's premises will observe all applicable GoTriangle safety rules and standards. Contractor also agrees that it is required to discharge any duty or responsibility of Contractor to its personnel or other persons. Contractor will provide all necessary training and supervision to ensure compliance with all requirements of this Section.

- 8.2. The Services of Contractor should be done in such a manner that the Services do not interfere with the continuous operation of GoTriangle's business or the work of other contractors. In the event that the Services performed hereunder may conflict in any way with such continuous operation or the work of other contractors, agreement will be reached with GoTriangle as to the sequence to be followed in performing the Services.

9. Conflict of Interest

GoTriangle has adopted a Code of Ethics that establishes standards of conduct for GoTriangle officials and employees. No director, officer or employee of GoTriangle shall have, during their tenure, any interest, direct or indirect, in Contractor, its subcontractors, this Agreement or the proceeds thereof. Contractor shall not, directly or indirectly, offer to the aforementioned individuals, nor shall such individuals accept from Contractor, gifts, gratuities, favors, or anything of monetary value.

10. Termination

10.1. GoTriangle may terminate the Agreement as follows:

- 10.1.1. GoTriangle may terminate the Agreement for the convenience of GoTriangle by giving Contractor thirty (30) calendar days prior written notice of such termination.
- 10.1.2. GoTriangle may terminate the Agreement for cause upon immediate written notification to Contractor. Upon receiving a notice of termination, Contractor shall cease performing any remaining obligations arising under the Agreement, subject to direction received from GoTriangle.
- 10.1.3. GoTriangle may terminate the Agreement immediately, by written notice to Contractor, by reason of bankruptcy or insolvency of Contractor, or the filing of any bankruptcy, insolvency, receivership, or similar action or proceeding by or against Contractor, or any assignment by Contractor for the benefit of its creditors, or any other acts or omission by Contractor reflecting or manifesting bankruptcy or financial insolvency.

- 10.2. Upon receipt of a written notice of termination for any of the above conditions Contractor shall (i) immediately discontinue all Services affected (unless the notice directs otherwise), and (ii) deliver to the GoTriangle Contracting Officer all data, drawings, specifications, reports, estimates, and summaries, and other such information and materials as may have been accumulated by Contractor in performing the Services under this Agreement, whether completed or in process.
- 10.3. GoTriangle may at any time, by written notice to Contractor, require Contractor to stop all, or any part, of the Services for a period herein specified in the Stop Work Order, not to exceed ninety (90) calendar days after the Stop Work Order is delivered to Contractor, and for such further period to which the parties may agree in writing. Upon receipt of the Stop Work Order, Contractor shall immediately stop performing the Services covered by the Stop Work Order and take all reasonable steps to minimize the incurring of costs allocated to the portion of the Services covered by such Stop Work Order. Within the period, GoTriangle will deliver to Contractor either (i) a notice that the Stop Work Order is canceled, and authorization for the Services to re-commence or (ii) a notice of termination of the Agreement for convenience or default.
- 10.4. Notwithstanding any other provisions to the contrary, including without limitation the provisions of the Agreement relating to compensation, this paragraph shall control with respect to payments upon termination, in lieu of any other provisions set forth. Upon termination of the Agreement for convenience, GoTriangle shall pay for Services performed according to those amounts listed in the provisions of the Agreement relating to compensation, based upon the Services performed by Contractor through the date of termination. Provided however, in the event of a default by Contractor under the Agreement, and without limiting GoTriangle's rights and remedies in any way, the amount payable pursuant to paragraph shall be reduced by any damages, costs and expenses (including any sums paid to Contractor for work not completed under the Agreement), if any, incurred by GoTriangle as a result of or arising out of Contractor's acts or omissions.

11. Indemnification and Hold Harmless

To the extent allowed by law and as applicable to N.C.G.S. Section 22B-1, Contractor hereby assumes the risk of and covenants to indemnify GoTriangle, its directors, trustees, officers, employees, affiliates, and agents (hereinafter referred to as "Indemnitees") against, and hold them harmless from all alleged losses, damages, liabilities, costs, and expenses, including without limitation, reasonable attorneys' fees, (i) arising out of injury to or death of any person, sickness or disease to any person(s), (ii) damages to any property, real or personal, tangible or intangible, (iii) or any economic loss resulting from the alleged negligence or wrongful act or any error or omission by Contractor, its subcontractors, its agents, or persons performing Services, or breach by Contractor, its subcontractors, its agents, or persons performing Services, of any provision of the Agreement, in the performance of the Services thereunder.

- 11.1. In addition to the indemnity provisions set forth elsewhere in this Agreement and not in limitation thereof, Contractor agrees to indemnify and hold the Indemnitees harmless from any and all alleged claims, losses, judgments, and causes of action by Contractor's employees, independent contractors, or their representatives for personal injury or death arising out of, during, or from performance of the Services caused by any act or omission of Contractor. This provision is entered into pursuant to N.C.G.S. 97-10.2(e).
- 11.2. In performing its duties under this requirement, Contractor shall, at its sole expense, defend GoTriangle with legal counsel reasonably acceptable to GoTriangle. GoTriangle shall nevertheless have the right at its expense to participate in the defense of such Charges. Notwithstanding the foregoing, however, under no circumstances shall Contractor compromise or settle any such Charges without the prior written consent and approval of GoTriangle, after full disclosure by Contractor. Section 8 shall survive expiration or termination of this Agreement.

12. Dispute Resolution

Disputes concerning a question of fact or law arising in the performance of the Agreement, which are not resolved by agreement of the parties to the Agreement, shall be decided in writing by the authorized representative of GoTriangle. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the authorized representative of GoTriangle. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position to GoTriangle.

The decision of the authorized representative of GoTriangle rendered at the conclusion of any such appeal shall be final and conclusive as to questions of fact unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The decision of GoTriangle or its duly authorized representative shall not be final and conclusive as to questions of law. No action challenging such decision shall be brought more than six months from the date of Contractor's receipt of such decision.

- 12.1. If it is determined, on appeal, that GoTriangle's interpretation of the Agreement, direction to Contractor, or any other action required by GoTriangle's decision was an erroneous determination of the rights and obligations of the parties under the Agreement, Contractor's remedy shall be the same as if such action were a change under Section 4 Changes in the Services above.
- 12.2. Unless otherwise directed by GoTriangle, Contractor shall continue performance under the Agreement while matters in dispute are being resolved. Nothing in this section shall preclude alternative dispute resolution.

- 12.3. By submission of a proposal or offer in response to GoTriangle's solicitation, Contractor agreed to exhaust its administrative remedies under this Section 9 prior to seeking judicial relief of any type in connection with any matter related to the solicitation, the award of any contract, and any dispute under any resulting contract.

13. Choice of Law / Forum

This Agreement shall be deemed made in and shall be construed in accordance with the laws of the State of North Carolina. All litigation arising out of the Agreement shall be commenced in courts sitting in Durham County, North Carolina. If an action is instituted in federal court, such action shall be brought in the United States District Court of the Eastern Middle District of North Carolina.

14. Insurance

Contractor shall carry insurance as specified in the Exhibit C, Minimum Insurance Requirements. Contractor shall provide GoTriangle with a valid Certificate of Insurance (COI) prior to beginning any work pursuant to this Agreement.

The COI must be issued by an authorized representative of the insurance carrier(s), and have the company name and NAIC number clearly identified. Contractor shall be required to provide the GoTriangle no less than thirty (30) days' notice of cancellation, or any material change, to any insurance coverage required by this Contract.

15. Independent Contractor

15.1. The parties acknowledge that Contractor is an independent contractor to GoTriangle. This Contractor is not to be construed as creating or constituting a joint venture, partnership, or agent/principal relationship between GoTriangle and Contractor. Contractor represents that it has, or will secure, at its own expense, all personnel required in performing the Services under this Contract. Such personnel shall not be employees of, shall not be considered servants or agents or, nor have any contractual relationship with GoTriangle. Contractor, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be, officers or employees of GoTriangle by reason of this Agreement. Contractor shall be responsible for all withholding and employer taxes with respect to such personnel to the complete exclusion of GoTriangle.

15.2. Contractor agrees to pay, and hereby accepts full and exclusive liability for the payment of, any and all contributions and taxes for Unemployment Compensation or Disability Insurance or Old Age Pension or Annuities now or hereafter imposed by any Federal or state governmental authority which are imposed with respect to or measured by wages,

salaries, or other compensation paid by Contractor to persons employed by Contractor; and Contractor further agrees to indemnify and save GoTriangle harmless against any and all such liability or claims therefor.

16. Accuracy of Financial Statements

Contractor agrees that all financial reports, settlements and billings to GoTriangle will properly reflect the facts about all activities and transactions handled for the account of GoTriangle, which data may be relied upon as being complete and accurate in any further recording and reporting made by GoTriangle for whatever purpose.

17. Non-Discrimination

To the extent permitted by North Carolina law, the parties for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Contract or its performance. This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the Contract.

18. Covenant Against Contingent Fees

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. In the event of a breach or violation of this warranty, GoTriangle shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation set forth in this Agreement, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

19. Delegation and Assignment

Contractor may not delegate the performance of any obligation to a third party unless mutually agreed in writing by Contractor and the third party. And provided further, this Agreement and the obligations hereunder cannot be assigned, subcontracted or delegated by Contractor without the written consent of GoTriangle.

20. Nonwaiver

No failure or waiver or successive failures or waivers on the part of either party, its successors or permitted assigns, in the enforcement of any condition, covenants, or article of this

Agreement shall operate as a discharge of any such condition, covenant or article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.

21. Merger

This Agreement constitutes the entire agreement of the parties, all prior discussions, representations and agreements being merged herein. The Agreement may not be amended except in writing signed by both parties to the Agreement. The captions in this Agreement are for convenience only and shall not affect the substantive meaning of any provision herein.

22. Reference

Contractor shall obtain permission from GoTriangle prior to use of GoTriangle's name as a reference, or in any of its promotional or reference material.

23. Contractor's Personnel

GoTriangle reserves the right to request removal of any Contractor employee assigned to a project when, in the opinion of GoTriangle, the individual performance is unsatisfactory.

24. Regulatory Compliance

Contractor shall, to the extent applicable, adhere to all federal, state, local, and GoTriangle requirements, including those contained in Exhibit B and incorporated herein by reference.

25. Availability of Funds

It is expressly understood and agreed that the obligations of GoTriangle are conditioned upon the availability of funds, the appropriation of funds by the United States Congress and the North Carolina Legislature and the receipt of funds from federal, state, and local sources. If, at any time, the funds anticipated for the fulfillment of this Contract are not forthcoming, sufficient, or otherwise available to GoTriangle for the performance of the Work, GoTriangle shall have the right, upon written notice to the Contractor, to immediately terminate or suspend the Work without damage, penalty, cost, or expense to GoTriangle of any kind whatsoever except that Work performed and accepted by GoTriangle prior to the notice date will be paid. The effective date of termination or suspension shall be as specified in the notice.

26. Notices

All official notices and communications under this Contract shall be in writing and shall be deemed to have been duly given (i) on the date of delivery, if delivered personally to the party to

whom notice is given, or (ii) at the date of actual receipt if mailed by United States mail, postage prepaid, return receipt requested. Notices and other communications shall be directed to the parties at the addresses listed below:

26.1. Contractor:

26.2. GoTriangle:

- If to GoTriangle:	- With a copy to:
GoTriangle	GoTriangle
Attn: President and CEO	Attn: General Counsel
P.O. Box 13787 (mail)	P.O. Box 13787 (mail)
Research Triangle Park, NC 27709	Research Triangle Park, NC 27709
4600 Emperor Blvd, Ste 100 (delivery)	4600 Emperor Blvd, Ste 100 (delivery)
Durham, NC 27703	Durham, NC 27703

Telephone, email and fax means of communication to GoTriangle may be used to expedite correspondence, but neither shall be considered official communications under this Contract.

27. **No Third-Party Rights**

Except as expressly set forth herein, the representations, warranties, terms and provisions of this Contract are for the exclusive benefit of the parties hereto and no other person or entity shall have any right or claim against either party by reason of any of these terms and provisions or be entitled to enforce any of these terms and provisions against either party.

28. **Severability**

If any part, term or provision of this Contract is judicially determined to be illegal or in conflict with any applicable law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular part, term or provision held to be invalid or illegal.

29. **Survivorship**

Any and all provisions, promises and warranties contained herein which by their nature or effect are required or intended to be observed, kept or performed after termination of this Contract will

survive the termination of this Contract and remain binding upon and for the benefit of the parties hereto.

30. Attachments

Any attachment or exhibit to this Contract will be incorporated into and made a part of this Contract. In the event of a conflict between the provisions contained in the body of this Contract and any attachment or exhibit, the terms in the body of this Agreement will control.

31. Separate Counterparts

This Contract may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall together constitute and be one of the same instrument.

32. Certification on Israel Boycott

Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

33. Iran Divestment Act

Pursuant to N.C.G.S. § 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, N.C.G.S. § 147-86.55 *et seq.* requires that each vendor, prior to contracting with the State, certify that the contracting party meets the requirements of the Iran Divestment Act. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 Days.

33.1. By execution of this Contract, Contractor certifies that neither he nor his agents, contractors, consultants, or subconsultants/contractors (i) are on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran; (ii) shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and (iii) that the undersigned are authorized by the parties to make this Certification.

33.2. During the term of this Contract, should Contractor receive information that a person is in violation of the Act as stated above, GoTriangle will offer the person an opportunity to respond and GoTriangle will take action as appropriate and provided for by law, rule, or

contract. Should this Act be voided by NC General Statute, this Contract will remain valid; however this certification will no longer be required.

34. E-Verify

The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). Failure of the Contractor to comply with this provision or failure of his sub-contractors to comply could render this order void under North Carolina Law.

35. Debarment Policy

It is the policy of GoTriangle not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, both parties certify that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in this transaction.

36. Force Majeure

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Exhibit B

FEDERAL REQUIREMENTS

There are no federal requirements applicable to this solicitation.

Instructions To Bidders

Research Triangle Regional Transportation Authority dba GoTriangle ("GoTriangle") invites qualified and experienced firms to submit bids for consideration to contract with GoTriangle to provide a Bus Stop Improvement services.

1. Anticipated Project Schedule

Invitation For Bid Issued:	January 26, 2026
Optional Pre-Bid Conference:	February 2, 2026 at 10:00 AM local NC time
Requests For Clarifications Due:	February 6, 2026
Addendum Published:	February 10, 2026
Bids Due:	February 17, 2026 before 2:00 PM local NC time
Public Bid Opening:	February 17, 2026 at 2:00 PM local NC time
Contract Execution:	Following GoTriangle's Board approval
Project Completion Date:	60 Days after Notice to Proceed is issued

2. Requests for Clarification

Bidders with questions regarding the solicitation shall submit all inquiries in writing to Tim Heule, Procurement Officer at THeule@GoTriangle.org by the *Requests For Clarification Due* date listed in the Section 1. Anticipated Project Schedule. The inquiries shall reference the solicitation page and section.

3. Pre-Bid Conference

An Optional Pre-Bid Conference will be held virtually on the date listed in the Section 1. Anticipated Project Schedule.

To attend, companies may join the following **Microsoft Teams** meeting:

<https://teams.microsoft.com/meet/26571810625733?p=fVnqVyft0yoLWEepHE>

Meeting ID: 265 718 106 257 33

Passcode: cG6N8Aa9

Attendance is encouraged but not required to submit a bid.

4. **Addenda**

Responses to all timely submitted questions will be posted as an Addenda on the GoTriangle website: <https://GoTriangle.org/procurement-opportunities>. It is the responsibility of the bidder to periodically check the GoTriangle's website for addendums.

Only a solicitation addendum issued by the procurement officer and posted on at the GoTriangle's website can modify the Solicitation.

5. **Bid Package**

In order for GoTriangle to adequately compare bids, submittals shall follow the format and order outlined below. Bid information must be presented in a clear, comprehensive, and concise manner and in the prescribed format. Bids should be prepared simply and economically, providing straightforward and relevant information. Materials other than those specifically requested shall not be submitted and will not be considered. Bids shall be submitted on the most favorable terms possible to GoTriangle, considering cost, quality, and technical capability.

The Bidders shall submit the following:

5.1. **Cover Sheet** (NTE 1 page)

The cover sheet shall clearly present the project title, the Bidders's name, the Bid title and number, and the date of submission.

5.2. **Table of Contents**

5.3. **Statement RE: Judgments and Litigation** (no page limit)

Provide a brief narrative to include:

- 5.3.1. A statement listing any judgments against the bidder within the last five (5) years, and any pending litigation related to professional conduct or services.
- 5.3.2. Full disclosure of any Public Sector contracts terminated for cause or convenience in the past five (5) years; and,
- 5.3.3. Full disclosure of any criminal or civil offense.

5.4. **Prospective Contractor Responsibility Statement** (NTE 3 pages)

Provide a brief narrative confirming:

- 5.4.1. They have adequate financial resources to complete the Project;

- 5.4.2. Ability to comply with delivery or performance schedules, taking into consideration all existing commercial and governmental business commitments;
- 5.4.3. They have a satisfactory performance record, integrity and business ethics;
- 5.4.4. They have the necessary organization, accounting, operational controls, and technical skills including the necessary equipment.

5.5. Licensing Requirements

Provide a valid General Contractor license, as required by the N.C.G.S. [§ 87-1\(a\)](#).

5.6. Bid Bond or Deposit

Provide a Bid security of not less than five percent (5%) of the total bid, as required by N.C.G.S. [§ 143-129\(b\)](#) should the bid amount exceeds \$500,000.

The bid deposit may be in the form of cash, a cashier's check, or a certified check from an FDIC-insured bank, payable to GoTriangle. Alternatively, a Bid Bond executed by a licensed North Carolina surety may be submitted in a separate sealed envelope labeled "Bid Bond." This deposit will be forfeited if the successful bidder fails to execute the contract within ten (10) days of award or fails to provide required surety.

5.7. Bid Form - Project Cost Proposal

Provide the proposed Project Cost using the Attachment B, Bid Form. Entries must be typed or written in ink, with no erasures or alterations. All prices must be in numerals. In case of discrepancies, unit prices shall govern. All bid prices must include applicable sales taxes.

6. Bid Delivery

Sealed bids must be received by GoTriangle no later than the bid due date and time specified in Section 1, Anticipated Project Schedule. Bidders may submit sealed bids either by i) hand delivery or ii) via courier service with tracking capabilities.

All bids must be enclosed in a sealed envelope with the bid number and title clearly marked on the outside: *Bid Proposal – IFB 26-027 Bus Stop Improvement US15-501 and Eastowne Drive.*

Bid delivery address:

GoTriangle
Attn: Tim Heule, Procurement Officer
4600 Emperor Blvd, Suite 100
Durham, NC 27703

7. Bid Opening

All bids received by the deadline will be opened and read publicly at the *Public Bid Opening* date and time listed in the Section 1. Anticipated Project Schedule.

8. Disadvantaged Business Enterprise (DBE)

There are no DBE goals for this project, per the USDOT interim final rule (October 3, 2025). Should regulations change, contractors will be notified within 30 days for compliance updates.

9. Site Familiarity

Bidders must fully acquaint themselves with the project site and conditions affecting the work, and plan operations to minimize disruption to other contractors or ongoing activities.

10. News Releases

Bidders shall not make news releases pertaining to this IFB, or the project to which it relates, without prior GoTriangle approval.

11. Federal Requirements

Unless stated otherwise, all applicable federal provisions, including Davis-Bacon Act requirements, apply.

12. Performance and Payment Bonds

The successful bidder must provide Performance and Payment Bonds in the full contract amount, per Chapter 44A, Article 3 of the North Carolina General Statutes.

13. Form of Contract

The awarded contract will follow the form and content of this Invitation to Bid. No additional provisions will be accepted without GoTriangle's written approval, including:

- Warranty or liability limitations
- Damage limitations (including consequential damages)
- Mandatory arbitration or mediation requirements
- Confidentiality clauses contrary to North Carolina Public Records Law

14. Contractual Relationships

- 14.1. GoTriangle will execute a Contract for services to be performed by the lowest responsive and responsible Bidder. The awarded Bidder's contractual responsibility must solely rest with one firm or legal entity, which shall not be a subsidiary or affiliate with limited resources. The Bidder must clearly indicate the firm or entity responsible for Contract execution (Attachment A).
- 14.2. Subcontracting is not allowed under this contract.

15. Protest Procedures

15.1. Protests Received Prior to Receipt of Bids

Protests concerning the procedures of this solicitation must be submitted in writing to the GoTriangle's President & CEO no later than five (5) business days prior to the date set for the receipt of Bids. Upon receipt of a protest, the President & CEO may, at their discretion, extend or postpone the deadline for receipt of Bids. The President & CEO will answer the protest in writing not later than three (3) business days prior to the deadline date for receipt of Bids.

15.2. Selection Protests

GoTriangle will execute a contract for services with the lowest responsive and responsible Bidder. Following the announcement of the Intent to Award, any Bidder may file a protest of the Intent to Award. The protest must be in writing and received by the GoTriangle President & CEO no later than five (5) working days after the announcement of the Intent to Award. GoTriangle will consider all timely protests regarding the recommended Bidder prior to executing the contract.

15.3. Filing Procedures

Any and all protests filed with the GoTriangle President & CEO shall:

- Include the name and address of the protester.
- Identify the procurement.
- Contain a statement of the legal and factual grounds for the protest and any supporting documentation. The grounds for the protest must be fully supported.
- Indicate the ruling or relief desired from GoTriangle.

Protests shall be filed with the GoTriangle President & CEO, via personal delivery or courier to 4600 Emperor Boulevard, Suite 100, Durham, NC 27703. The President & CEO will respond to each substantive issue raised in the protest. With regard to a properly filed protest, GoTriangle's determination will be final. Violations of federal law or regulations will be handled

by the complaint process stated within that law or regulation. Violations of state law, or state or local regulations will be under the jurisdiction of the appropriate state or local authorities.

15.4. Protests Referred to the FTA

The FTA will only entertain a protest that alleges GoTriangle failed to follow the above protest procedures. Any such protest must be filed in accordance with FTA Circular 4220.1F.

15.5. Costs and Damages

All costs of a protest shall be the responsibility of the protestor and undertaken at the protestor's expense. GoTriangle will not be liable for damages to the Bidder filing the protest or to any participant in the protest, on any basis, expressed or implied.

ATTACHMENTS



ATTACHMENT A

Bidder's Information Form

Bidder's Legal Name

Address (*street, city, state*) ☐ Main Office ☐ Branch Office ☐ Other: _____

Principal to Contact/Title

Email

Telephone

Corporate Structure: ☐ Sole Proprietorship ☐ Corporation ☐ Partnership ☐ Limited Liability Company
 ☐ Parent Company ☐ Joint Venture ☐ Other (specify): _____

State of Incorporation

Year Established

State of North Carolina Registration No.

Federal Tax Identification No.

By signing this Form, the Bidder acknowledges the solicitation addenda(s) number: _____

CERTIFICATION

The undersigned Bidder certifies that, to the best of his/her knowledge, the information presented in this solicitation is a statement of facts and that the firm has the financial capability to perform the work being applied for. The undersigned Bidder further certifies that it knows of no personal and/or organizational conflict of interest prohibited under federal, state, and local law.

I certify (or declare) under penalty of perjury under the laws of the State of North Carolina that the foregoing is true and correct.

Signature

Date

Print Name

Title



ATTACHMENT B

Bid Form

Bidder's Name

UPLOADED AS SEPARATE EXCEL DOCUMENT



ATTACHMENT C

Minimum Insurance Requirements – Construction and Repair Contracts

1. Definitions

- 1.1. “Contractor” as used in this Exhibit shall mean: _____
- 1.2. “GoTriangle” as used in this Exhibit shall mean the Research Triangle Regional Public Transportation Authority dba GoTriangle.
- 1.3. “Contract” as used in this Exhibit shall mean the agreement or contract to which this Exhibit is attached.

2. General Terms. Contractor shall secure and maintain at its own expense each type of insurance, with the applicable minimum coverage limits, as specified in this Exhibit. Contractor shall secure the required insurance policies prior to performing any work, activity, or service under this Contract. Contractor shall maintain such policies throughout the term of this Contract, unless a longer period is required pursuant to the provisions herein. Any insurance carried by Contractor is primary insurance and shall not be considered contributory with any insurance carried by GoTriangle. In the event that any portion of Contractor’s obligations under this Contract are subcontracted by Contractor, then Contractor shall require each subcontractor to secure and maintain insurance satisfying the requirements of this Exhibit, or in the alternative, Contractor may secure and maintain the insurance on the subcontractor’s behalf. The insurance requirements set forth in this Exhibit do not modify or otherwise relieve Contractor of Contractor’s other obligations as stated elsewhere in this Contract.
3. Commercial General Liability. Contractor shall secure and maintain occurrence-form Commercial General Liability insurance, including coverage for premises and operations, products and completed operations, independent contractors, personal injury and blanket contractual liability, with limits of not less than: General Aggregate (\$2 million); Products and Completed Operations Aggregate (\$2 million); Personal and Advertising Injury Aggregate (\$1 million); and Each Occurrence (\$1 million). Such insurance shall be primary and non-contributory with any insurance carried by GoTriangle.
4. Worker’s Compensation and Employer’s Liability. Contractor shall secure and maintain Worker’s Compensation insurance complying with North Carolina statutory requirements covering all employees and owners, and including Employer’s Liability coverage with limits of not less than \$1 million per accident, \$1 million disease per policy limit, and \$1 million disease per employee limit. Coverage shall extend to all states in which operations are conducted.
5. Automobile Liability. Contractor shall secure and maintain Automobile Liability insurance with a limit of not less than \$1 million combined single limit. Such insurance shall include coverage for all owned, hired, and non-owned motorized vehicles both on and off the project site. Such insurance shall be primary and non-contributory with any insurance carried by GoTriangle.

6. Umbrella/Excess Liability. Contractor shall secure and maintain Umbrella or Excess Liability insurance on a “following form” basis with a limit of not less than \$1 million providing excess coverage over and above Contractor’s primary insurance for Commercial General Liability, Automobile Liability, and Employer’s Liability. Such insurance shall be primary and non-contributory with any insurance carried by GoTriangle.
7. Policy Form. Builder Risk coverage must be on a direct physical loss basis and contain no exclusion for theft, collapse or damage to foundations or underground structures, pipes or conduits.
8. Named Insured. The Named Insured shall be GoTriangle, the Contractor and all sub-contractors with a contractual assumption of responsibility for damage to the project.
9. Other Terms
 - 9.1. Qualified Insurers. Contractor shall secure and maintain the required insurance policies from insurance carriers authorized to conduct business in the State of North Carolina with a current A.M. Best rating of “A–” or better.
 - 9.2. Waiver of Subrogation. The following policies of insurance shall include a waiver of subrogation in favor of Research Triangle Regional Public Transportation Authority dba GoTriangle: Commercial General Liability; Worker’s Compensation and Employer’s Liability; Automobile Liability; and Umbrella/Excess.
 - 9.3. Additional Insured. The following policies of insurance shall name Research Triangle Regional Public Transportation Authority dba GoTriangle as an additional insured: Commercial General Liability; Automobile Liability; and Umbrella/Excess Liability.
 - 9.4. Notice to GoTriangle. If any required coverage lapses for any reason, Contractor shall provide immediate written notice to GoTriangle. Each policy shall also contain notification provisions whereby GoTriangle will receive not less than 30 days’ written notice prior to the cancellation of the policy.
 - 9.5. Claims-made Insurance. If any insurance policy required by this Exhibit is secured on a claims-made basis, then such policy shall provide that:
 - 9.5.1. The retroactive date shall coincide with or precede Contractor’s commencement of performance under this Contract (including subsequent policies purchased as renewals or replacements);
 - 9.5.2. The policy shall allow for the reporting of circumstances or incidents that might give rise to future claims;
 - 9.5.3. Contractor shall maintain similar insurance under the same terms and conditions for at least 3 years following completion of all performance under this Contract; and
 - 9.5.4. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least 3 years to report claims arising from Contractor’s performance.

- 9.6. Deductibles and Self-insured Retention. GoTriangle will review all deductible and self-insured retention (SIR) amounts and may require Contractor to secure alternate insurance when in GoTriangle's sole discretion such amounts are not reasonable under the circumstances. The payment of any deductible is the sole responsibility of Contractor.
- 9.7. Certificates of Insurance. Before commencing performance under this Contract, for each required policy Contractor shall furnish a certificate of insurance (COI) to GoTriangle that demonstrates coverage in compliance with the requirements of this Exhibit and includes the following:
- 9.7.1. Effective and expiration dates of the policy
 - 9.7.2. Amount of any deductible or self-insured retention
 - 9.7.3. Any exclusions to the policy which are not part of the standard form
 - 9.7.4. Reference to GoTriangle Contract Number identified on the first page of this Exhibit
 - 9.7.5. Title block formatted as follows: **Research Triangle Regional Public Transportation Authority dba GoTriangle, PO Box 13787, Research Triangle Park, NC 27709**



ATTACHMENT D

E-Verify Employer Compliance Statement

E-Verify for Public Contracts: HB 786 (S.L. 2013-418)

The legislation referenced prohibits governmental units from awarding to or entering into contracts unless the contractor and the contractor's subcontractors comply with the E-Verify requirements of Article 2 of Chapter 64 of the NC General Statutes.

Contractor, hereafter Employer, understands that E-Verify is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. Employer is defined as: Any person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. This term does not include State agencies, counties, municipalities, or other governmental bodies.

Employer understands that Employers, as Defined Herein, Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS 64-26(a).

Therefore, all employers must be in compliance with the E-Verify requirements to enter into contracts with GoTriangle.

Below check the type of employer and complete the information.

- ☐ **Employer with less than 25 employees, not required to use E-Verify.**
- ☐ **Employer with 25 or more employees, required by NC S.L. 213-418 to use E-Verify.**
Yes, we comply.

Company Name

Name and Title of Authorized Signee

Date



ATTACHMENT E

Iran Divestment Act Certification

Company Name

IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. 143C-6A-5(a)

As of the date listed below, the contractor or bidder/offeror listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the contractor or bidder/offeror listed above to make the foregoing statement.

Printed Name and Title

Signature and Date

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/iran and will be updated every 180 days.



ATTACHMENT F

Companies Boycotting Israel Divestment Act Certification

Company Name

COMPANIES BOYCOTTING ISRAEL DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. §147-86.81 et seq. *

Pursuant to N.C.G.S. §147-86.81, any person identified as engaging in a boycott of Israel, as defined by this Act. In addition, State agencies must divest from investments in such restricted companies, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to §147-86.81, is ineligible to contract with the State of North Carolina or any political subdivision of the State.

As of the date listed below, the supplier or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to §147-86.81.

The undersigned hereby certifies that he or she is authorized by the contracting party or bidder listed above to make the foregoing statement.

Printed Name and Title

Signature and Date

N.C.G.S. §147-86.81 requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. § 147-86.81(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at:

<https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Divestment-Acts-Resources.aspx> and will be updated every 180 days.

* Note: Enacted by Session Law 2017-193 as N.C.G.S. §147-86.81 et seq.



ATTACHMENT G

Certification Regarding Conflict of Interest

The Bidder / Offeror is required to certify that performance of the work will not create any conflicts of interest or disclose any actual or potential conflicts of interest by completing and signing **one** of the following statements:

The Bidder / Offeror hereby certifies that to the best of its knowledge and belief, and in accordance with GoTriangle's Procedures and Guidelines for Preventing Organizational Conflicts of Interest, performance of the services described in the Scope of Work will not create any conflicts of interest for the Bidder / Offeror, any affiliates, any proposed subconsultants, and key personnel of any of these organizations.

Authorized Signature

Date

Print Name

Title

Bidder / Offeror Company Name

OR

The Bidder / Offeror hereby discloses the following circumstances that could give rise to a conflict of interest for the Bidder / Offeror, any affiliates, any proposed subconsultants, and key personnel of any of these organizations.
(Attach additional sheets as needed.)

Name of the Individual/Company to which potential conflict of interest might apply:

Nature of potential conflict of interest:

Proposed Remedy:

Authorized Signature

Date

Print Name

Title

Bidder / Offeror Company Name



ATTACHMENT H

Statement of Non-Collusion

BY SUBMISSION OF THIS BID / PROPOSAL, BIDDER / OFFEROR AND EACH PERSON SIGNING ON BEHALF OF BIDDER / OFFEROR CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF THEIR KNOWLEDGE AND BELIEF:

- 1) The prices of this bid/proposal have been arrived at independently, without collusion, consultation, communication, or agreement with any other Bidder / Offeror or competitor, for the purpose of restricting competition or as to any matter relating to price.
- 2) Unless otherwise required by law, the prices quoted in this bid/proposal have not been knowingly disclosed by Bidder / Offeror and will not be disclosed by Bidder / Offeror directly or indirectly to any other Bidder / Offeror or competitor before proposals are opened.
- 3) No attempt has been made or will be made by the Bidder / Offeror to induce any other person, partnership or corporation to submit or not to submit a bid on any portion of the Project work.

IF, FOR ANY REASON, BIDDER / OFFEROR CANNOT CERTIFY AS SET FORTH ABOVE, BIDDER / OFFEROR SHALL SO STATE AND SET FORTH THE REASONS IN DETAIL BELOW:

Subscribed to under penalty of perjury under the laws of the State of North Carolina, this _____ day of _____, 20____ as the act and deed of said corporation or partnership.

Print Name

Title

Bidder / Offeror Company Name



ATTACHMENT I

Bid Response Checklist

Document		Completed and Provided			
1.	Cover Sheet (NTE 1 page)	Yes		No	
2.	Table of Contents	Yes		No	
3.	Letter of Interest (NTE 2 pages)	Yes		No	
4.	Statement of Judgments	Yes		No	
5.	Responsibility Statement (NTE 3 pages)	Yes		No	
6.	General Contractor License	Yes		No	
7.	Bid Bond (if applicable)	Yes		No	
8.	Bid Form - Project Cost Proposal				
9.	Attachment A - Bidder Form	Yes		No	
10.	Attachment B - Bid Form - Project Cost Proposal	Yes		No	
11.	Attachment C - Minimum Insurance Requirements	Yes		No	
12.	Attachment D - E-Verify	Yes		No	
13.	Attachment E - Iran Divestment Act Certification	Yes		No	
14.	Attachment F - Boycott of Israel	Yes		No	
15.	Attachment G - Conflict of Interest	Yes		No	
16.	Attachment H - Statement of Non-Collusion	Yes		No	
17.	Attachment I - Bid Response Checklist	Yes		No	