



CONTRACT DOCUMENTS

VOLUME I

ANNEXATION PHASE V AREA B/C

CLIFFDALE ESTATES, VILLAGE HILLS, & KINGS MILL
SUBDIVISIONS

FAYETTEVILLE PUBLIC WORKS COMMISSION
NORTH CAROLINA

SEPTEMBER 2021

for

Fayetteville Public Works Commission
Water Resources Engineering
PWC Operations Center
955 Old Wilmington Rd
Fayetteville, NC 28301
910-223-4730

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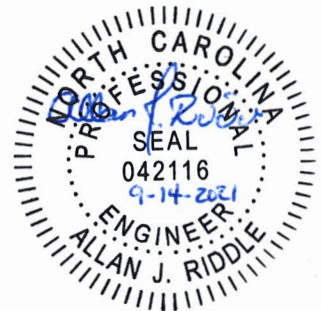


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ADVERTISEMENT FOR BIDS

Pursuant to NCGS 143-129 sealed proposals will be received by the Fayetteville Public Works Commission Fayetteville, North Carolina, until **Tuesday, October 12, 2021 at 2:00 p.m.**, (local time) PWC Administration Building, Outside by the Entrance Doors, 955 Old Wilmington Road, Fayetteville, North Carolina, at which time they will be publicly opened and read for construction of the following:

FAYETTEVILLE ANNEXATION PHASE V AREA 24-B/C CLIFFDALE ESTATES, VILLAGE HILLS, & KINGS MILL SUBDIVISIONS

A **mandatory** pre-bid conference will be held at **10:00 a.m.** on **Thursday, September 23, 2021** via web conference. All potential bidders must email Nikole Bohannon, PWC Procurement Advisor, at Nikole.Bohannon@faypwc.com of their intent to attend to be added to the web conference.

The successful bidder shall be required to submit a separate Performance Bond and Payment Bond in an amount equal to 100% of the contract amount.

All bidders are notified that North Carolina Statutory Provisions (NCGS Chapter 87, Article 1) as to licensing of Contractors will be observed in receiving, reading and awarding the Contracts.

Plans and Contract Documents will be open to public inspection in the offices of the Fayetteville Public Works Commission's Procurement Department, 1st floor, PWC Administration Building, 955 Old Wilmington Road, Fayetteville, North Carolina, and W.K. Dickson & Co. Inc., 720 Corporate Center Drive, Raleigh North Carolina 27607, phone: (919) 782-0495, fax: (704) 334-0078.

Plans and Contract Documents are available for viewing and downloading on the Fayetteville Public Works Commission's Procurement website (<https://www.faypwc.com/purchasing>) and also furnished to ISQFT (www.isqft.com) for on-line posting. Potential bidders are not required to register and purchase of the documents is not required to bid. Plans and Contract Documents will be available on or around Tuesday, September 14, 2021.

FAYETTEVILLE PUBLIC WORKS COMMISSION

Trent Ensley
Procurement Manager

INVITATION TO BID

FAYETTEVILLE ANNEXATION PHASE V AREA 24-B/C CLIFFDALE ESTATES, VILLAGE HILLS, AND KINGS MILL SUBDIVISIONS

FOR FAYETTEVILLE PUBLIC WORKS COMMISSION

Cumberland County
North Carolina

Pursuant to Section 143-129 of the General Statutes of North Carolina, sealed proposals are solicited and will be received at the Fayetteville Public Works Commission, Administration Building, 955 Old Wilmington Road, Fayetteville, NC 28301, until **2:00 p.m., Local Time, Tuesday, October 12, 2021**, at which time they will be publicly opened and read for construction of the proposed sanitary sewer improvements to consist of approximately **87** manholes, **182** sanitary sewer laterals, **13,454** linear feet of 8-inch sanitary sewer improvements with associated appurtenances.

Proposals must be enclosed in a sealed envelope addressed to: Nikole Bohannon, Procurement Advisor, Fayetteville Public Works Commission, Fayetteville, North Carolina 28301. The outside of the envelope must be marked **SEALED BID: FAYETTEVILLE ANNEXATION PHASE V AREA 24-B/C CLIFFDALE ESTATES, VILLAGE HILLS, AND KINGS MILL SUBDIVISIONS** and shall indicate the name, address and state license number of the bidder. Proposals must be submitted on the printed form, or exact copies thereof, contained in the Contract Documents.

A **MANDATORY** pre-bid conference will be held at 10:00 a.m. on Thursday, September 23, 2021 **via web conference**. All potential bidders must email Nikole Bohannon, Procurement Advisor at nikole.bohannon@faypwc.com of their intent to attend, and to be added to the web conference. Potential bidders will have the ability to join the web conference via phone at: (910) 302-6113 with Conference ID: 795 435 572# and/or via web base with the Microsoft Application TEAMS. It is encouraged to utilize the application via web as this pre-bid will contain a presentation of plans and an agenda. Should you need assistance accessing the TEAMS application via web, smart-phone, or tablet, please reach out to Nikole Bohannon via email at the email address listed above or via phone at (910) 635-9882.

Questions will be fielded at the pre-bid conference and all prospective bidders are encouraged to attend the conference. Individual telephone inquiries are prohibited. The PWC assumes no responsibility to fully inform absentees of clarifications not issued by addendum.

Each proposal shall be accompanied by a cash deposit or certified check drawn on a bank or trust company insured by Federal Deposit Insurance Corporation, payable to Fayetteville Public Works Commission of an amount equal to not less than five (5) percent of the proposal or in lieu thereof a bidder may offer a bid bond of five (5) percent of the bid executed by a surety company licensed under the laws of North Carolina to execute the contract in accordance with the bid bond and upon failure to forthwith make payment, the surety shall pay the obligee an amount equal to the amount of said bond. Said deposit shall be retained by the Owner as liquidated damages in event of failure of the successful bidder to execute the contract within ten days after the award or give satisfactory surety as required by law.

Performance and Payment Bonds are required in the amount of 100% of the contract amount and shall be furnished by the Contractor.

All Contractors are notified that North Carolina Statutory provisions as to licensing of Contractors will be observed in receiving, reading and awarding the Contracts. (Chapter 87 of the North Carolina Statutes).

The License Classification shall be:

Part 1: Public Utilities (Water and Sewer)	-	Unlimited
Unclassified	-	Unlimited

Plans and Specifications including Contract Documents will be available online for viewing and downloading on or about Monday, September 13, 2021 on the PWC Procurement website at <https://www.faypwc.com/purchasing>. In addition, the documents will be available from the Fayetteville State University Construction Resource Office (FSU CRO) at <https://www.uncfsu.edu/academics/colleges-schools-and-departments/broadwell-college-of-business-and-economics/outreach-centers/construction-resource-office>. In collaboration with the North Carolina Institute of Minority Economic Development, the FSU CRO offers services and support to help small, minority, veteran, and women-owned businesses identify and compete for construction-related projects.

At the CRO, potential bidders may:

- Research, view and print project drawings to scale free of charge;
- Use available software to prepare their bid; and
- Receive certification and pre-qualification assistance.

Please email the FSU CRO to make an appointment: fsucro@uncfsu.edu

Plans and Specifications are also being furnished to ISQFT (www.isqft.com) for on-line posting. Purchase of the documents is not required to bid.

The Fayetteville Public Works Commission and the City of Fayetteville reserve the right to reject any or all proposals waive all informalities concerning bid, or award bid to the lowest responsible bidder or bidders, taking into consideration quality, performance, and the time specified in the proposals for the performance of the contract.

The bidder to whom the contract may be awarded must comply fully with the requirements of North Carolina General Statutes, Section 143-129, as amended.

No bids may be withdrawn after the scheduled closing time for the receipt of proposals for a period of ninety (90) days.

FAYETTEVILLE PUBLIC WORKS COMMISSION

Trent Ensley
Procurement Manager

DIVISION I GENERAL REQUIREMENTS

00100 – INSTRUCTIONS TO BIDDERS

A. DEFINED TERMS

Terms used in these Instructions to Bidders are defined in 00600 Definitions and Terminology section of these Contract Documents. The term "Successful Bidder" means the lowest, qualified, responsive and responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

B. GENERAL

Sealed Bids, in accordance with the Bidding Documents, will be received in person or via special courier service or U.S. Postal Service, at the Fayetteville Public Works Commission Operations Center, 955 Old Wilmington Road, Fayetteville, North Carolina 28301, no later than the time and date specified in the Invitation to Bid. Bidding Documents will be received prior to the date specified in the Invitation to Bid, at the Procurement Office 1st Floor, Fayetteville Public Works Commission Operations Center, 955 Old Wilmington Road, Fayetteville, North Carolina 28301, no later than the time and date specified in the Invitation to Bid.

1. In the solicitation or awarding of contracts, the Owner shall not discriminate because of the race, religion, color, sex, age, disability or national origin of the Bidder.
2. The Owner welcomes and encourages the participation of minority-owned businesses (See Appendix) in purchasing transactions made by the Owner.

C. COPIES OF BIDDING DOCUMENTS

1. Complete sets of Bidding Documents shall be used in preparing Bids. Neither Owner nor Design Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
2. The Owner and Design Engineer, in making available copies of Bidding Documents do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

D. CONTRACTOR'S LICENSE

1. No General Contractor shall engage in contracting work in the State of North Carolina unless it has been licensed under the provisions of the North Carolina Statutes.
2. Bidders are prohibited from contracting for, or bidding upon, the construction, removal, repair or improvements to or upon real property owned, controlled or leased by the City of Fayetteville without a North Carolina contractor's license.

3. Each bidder shall indicate its North Carolina Contractor's License number on the bid envelope and the Bid Form.

License Classification shall be:

Public Utilities Water and Sewer	Unlimited
Unclassified	Unlimited

E. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

1. Before submitting a Bid, each Bidder shall (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work, and (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) give the PWC Procurement Manager written notice of all conflicts, errors or discrepancies in the Contract Documents.
2. Bidder should consult the Specifications for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or reports that otherwise may affect cost, progress, or performance of the Work which may have been utilized by Design Engineer in preparation of the Drawings and Specifications. Owner will make copies of such reports if available at the cost (non-refundable) of reproduction to any Bidder requesting them. These reports are not intended to constitute any explicit or implicit representation as to the nature of the subsurface and latent physical conditions, which may be encountered at the site or to constitute explicit or implicit representations as to any other matter, contained in any report. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents. Before submitting his Bid each Bidder will, at his own expense, make such investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the Contract Documents.
3. On request, the Owner will provide each Bidder access to the site to conduct such investigations and tests on request 48-hours in advance, as each Bidder deems necessary for submission of his Bid.
4. The lands upon which the Work is to be performed right-of-way for access thereto, and other lands available for use by the Contractor in performing the Work are identified in these Contract Documents.
5. The submission of a Bid constitutes an incontrovertible representation by the Bidder that he has complied with every requirement of this Section and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

F. INTERPRETATIONS AND ADDENDA

1. All questions about the meaning or intent of the bid or Contract Documents shall be submitted via email to Nikole Bohannon, Procurement Advisor, at nikole.bohannon@faypwc.com. In order to receive consideration, questions must be received by **Wednesday, September 29, 2021 by 5:00 p.m.** Any interpretations of questions so raised, which in the opinion of Project Engineer require interpretations, will be issued by Addenda mailed or delivered to all parties recorded by Owner and/or Design Engineer as having received the Contract Documents, not later than one (1) day prior to receipt of Bids. An Addendum extending the date for the receipt of Bids or an Addendum withdrawing the Invitation to Bid may be issued any time prior to the date set for the receipt of Bids. Owner and Design Engineer will not be responsible for oral interpretations or clarifications, which anyone presumes to make on their behalf. **Bidders are expressly prohibited from contacting any PWC official or employee associated with this project, except as noted above. Violation of this prohibition is grounds for the immediate disqualification of the bidder.**
2. The Owner may issue such additional Addenda as may be necessary to clarify, correct or change the Contract Documents. Such Addenda, if any, will be issued in the manner and within the time stated in Paragraph 1 of this Section.
3. Each Bidder shall be responsible for determining that all Addenda issued by the Owner have been received before submitting a Bid for the Work.
4. Each Bidder shall acknowledge the receipt of each Addendum on the Bid Form.

G. TAXES

1. The Successful Bidder shall pay all county, city, state and federal taxes required by laws in effect at the time Bids are received and resulting from the Work or traceable thereto, under whatever name levied.
2. Said taxes shall not be in addition to the contract price between the Owner and the Successful Bidder, as the taxes shall be an obligation of the Successful Bidder and not of the Owner, and the Owner shall be held harmless for same by the Successful Bidder.

H. SUBMISSION OF BIDS

1. All Bidders shall use the enclosed Bid Form in submitting their bid prices. The Owner will not accept oral Bids or Bids received by email or telephone or Telecopier (FAX machine) for this Bid.
2. All prices must be F.O.B. delivered to the point as indicated by this Bid. The Owner will grant no allowance for boxing, crating, or delivery unless specifically provided for in this Bid.
3. The Bid Form must be completed in blue or black ink or by typewriter. Discrepancies between amounts shown in words and amounts shown in figures will be resolved in favor of the amounts shown in words. Discrepancies in the multiplication of units of Work and the unit prices will be resolved in favor of the correct multiplication of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

4. Proposals sent by mail should be registered mail. The sealed Proposal, marked as indicated above, should be enclosed in an additional sealed envelope similarly marked and addressed to:

Fayetteville Public Works Commission
Attn: Procurement Department
Nikole Bohannon, Procurement Advisor
955 Old Wilmington Road
Fayetteville, North Carolina 28301

5. Mark envelope in the lower left-hand corner with the project title, hour, and due date of Bid, and the Bidder's North Carolina contractor registration number.
6. Bids sent by mail and arriving after the time for opening of Bids shall not be considered as valid Bids. In such instances, the Bidders shall have no claim against the Owner.
7. All items contained in the Bid Proposal Checklist (Section 00300 Bid Forms) shall be completely filled out and submitted with the bid. Failure to submit any of the items requested with the Bid Form may be just cause for rejection of the Bid by Owner.
8. All erasures, insertions, additions, and other changes made by the Bidder to the Bid Form shall be signed or initialed by the Bidder. Bids containing any conditions, omissions, erasures, alterations, or items not called for in the Bid, may be rejected by the Owner as being incomplete or nonresponsive.
9. The Bid Form must be signed in order to be considered. If the Bidder is a corporation, the Bid must be submitted in the name of the corporation, not simply the corporation's trade name. In addition, the Bidder must indicate the corporate title of the individual signing the Bid.
10. The Bid Form, the Bid security, if any, and any other documents required, shall be enclosed in a sealed opaque envelope. Any notation or notations on the exterior of the envelope purporting to alter, amend, modify, or revise the bid contained within the envelope shall be of no effect and shall be disregarded.
11. All Bids received in the Procurement Department by the deadline indicated will be secured in the Procurement office until the time and date set for the opening of Bids.
12. All late Bids shall be returned unopened to the sender.

I. BID SECURITY

1. Each Bid shall be accompanied by Bid security in the form of either a cashier's or certified check or an acceptable Bid Bond in the amount of five percent (5%) of the Bid amount, and made payable to the Fayetteville Public Works Commission, North Carolina.
2. The Bid security is a guarantee that if the contract is awarded by the Owner to the Bidder, the Bidder shall enter into the contract with the Owner for the work mentioned in this Bid or forfeit the Bid security to the Owner, not as a penalty, but as liquidated damages.

3. No forfeiture under a Bid security shall exceed the lesser of (a) the difference between the Bid for which the Bid security was written and the next low Bid of another Bidder, or (b) the face amount of the Bid security (Code of North Carolina, Section 11-57B).
4. All bonds shall be executed by a surety company selected by the Bidder, which is legally authorized to do business in the State of North Carolina (NCGS Chapter 44 A-26), and the bond shall be the same in both form as well as substance as AIA Document A310, Bid Bond.
5. The Bidder shall require the attorney-in-fact, who executed the required bond on behalf of the surety company, to affix thereto a certified and current copy of the power of attorney.
6. The bond premium shall be paid by the Bidder and the cost shall be included in the Bid price.
7. Any inspection of purchasing transaction records shall be subject to reasonable restrictions to ensure the security and integrity of the records.

J. MODIFICATION OF BIDS

1. A Bid may be modified or withdrawn by the Bidder any time prior to the time and date set for the receipt of Bids. The Bidder shall notify the Fayetteville Public Works Commission Procurement Department in writing of its intentions.
2. Modified and withdrawn Bids may be resubmitted to the Fayetteville Public Works Commission Procurement Department up to the time and date set for the receipt of Bids.

K. SUBSTITUTE MATERIAL AND EQUIPMENT

1. The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or required in the Specifications without consideration of possible substitute or “or-equal” items. The procedure for submittal of substitute or “or-equal” items for consideration is set forth in the General Conditions.

L. SUBCONTRACTORS

1. Contractor shall subcontract no more than forty-nine percent (49%) of the value of this Contract.
2. Each Bidder shall submit to Owner with its bid the List of Subcontractors, Suppliers, other persons, and organizations proposed for those portions of the Work for which such identification is required. If the Owner after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, Owner may, before Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute without an increase in the Bid.
3. If the apparent Successful Bidder declines to make such a substitution, Owner may award the Contract to the next lowest responsible Bidder that proposes to use acceptable Subcontractors, Suppliers, and other persons, and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the bid security of any Bidder. Any Subcontractor, Supplier, other person, or organization listed and to whom the Owner or, does not make written objection prior to the giving of

the Notice of Award will be deemed acceptable to Owner, subject to revocation as provided in the General Conditions.

M. OPENING OF BIDS

1. Bids will be opened publicly and read aloud on the date set for the receipt of Bids in the Invitation to Bid.
2. Any Bidder, upon request, shall be afforded the opportunity to inspect Bid records within a reasonable time after the opening of all Bids but prior to award, except in the event that the Owner decides not to accept any of the Bids and to reopen the contract. Otherwise, Bid records shall be open to public inspection only after award of the Contract.
3. In the event the end of the seventy-second (72nd) hour after the Proposals are opened occurs at a time when the Owner's administrative offices are not opened for business, the period for submitting the request shall be extended to the end of the next business day when the Owner's administrative offices are opened

N. WITHDRAWAL OF BID DUE TO ERROR

1. If the Bidder desires to withdraw his/her proposal, he/she must do so before the time fixed for the opening, without prejudice by communicating his purpose in writing to the Owner, and when reached it shall be handed to him or to his authorized agent unread. After bids are open, bids may only be withdrawn in strict accordance with N.C.G.S. Section 143-129-1.

O. BIDS TO REMAIN OPEN

1. All Bids shall remain open for ninety (90) days after the day of the Bid Opening.

P. AWARD OF CONTRACT

1. Owner reserves the right to reject any and all Bids, to waive any and all informalities, and to disregard all nonconforming, nonresponsive, or conditional Bids.
2. In case of a tie Bid, the tie shall be decided by lot.
3. It is the intent of the Owner to recommend the award of this contract to the lowest, responsive, responsible bidder provided the Bid has been submitted in accordance with the requirements of the bidding documents and does not exceed the funds available. In determining the lowest, responsive, responsible bidder, the Owner may consider, among other things, the Bidder's past performance conduct on other contracts, and other information provided by the Bidder as noted below.
4. For the purpose of determining the lowest, responsive, responsible bidder, the Basis of Award shall be the total of the Base Bid and Alternate(s) (if applicable) as selected by the Owner.
5. Owner may consider the operating costs, maintenance considerations, performance date, and guarantees of materials and equipment.

6. Owner may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, as well as other considerations, to include but not limited to resources available to the Bidder to perform the work effectively, proposed Subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
7. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
8. If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within ninety (90) days after the day of the Bid Opening.
9. The Bidder to whom the contract is awarded shall, within ten (10) days after prescribed documents are presented for signature, execute and deliver to the Owner the Contract Documents and any other forms or bonds required by the Bid.
10. The Bidder is required to complete the attached forms that forms will allow the Owner to verify that the Bidder is qualified to perform the Work described in these Contract Documents. **All forms shall be completed and submitted with the Bid.** Failure to submit all the required forms shall be considered grounds for the Owner to reject the bid.

The Owner, through an Evaluation Committee, will review all of the bids and qualification data to determine the lowest, responsive, responsible bidder. The Owner reserves the right to not award the Contract to the lowest bidder if the information provided is not complete, does not meet the satisfaction of the Owner, or has been falsified. The Owner will not request any additional information in order to allow the Contractor to complete bid.

11. During the evaluation phase, bid proposals will be reviewed by the Evaluation Committee to ascertain which proposals technically and otherwise address all the requirements of these Contract Documents. Proposals determined to be technically non-responsive or not sufficiently responsive may be disqualified. Once qualified proposals have been determined, the Evaluation Committee may interview selected Bidders to clarify specific matters presented in the proposals. These discussions will allow both the Bidder to elaborate on his/her proposal and for the Evaluation Committee to request other pertinent information. The Evaluation Committee will use information gained during such discussions, if any, together with information presented in the proposal to determine the lowest responsive, responsible bidder.

The Bidder shall address each of the Evaluation Criteria as requested in the Technical Evaluation Criteria Form located within Section 00300 Bid Forms. To be considered substantive, the information must respond to all requirements.

12. The Owner may conduct such investigations/verifications as deemed necessary to establish the responsibility, qualification, and financial ability of the Bidder. Should the Owner adjudge that the apparent low bidder is not the lowest, responsive, responsible bidder by virtue of the information furnished, said apparent low bidder will be so notified and his/her bid security shall be returned to him/her without prejudice. Failure or refusal to furnish any items of information requested by the Owner shall be considered as non-responsive and therefore basis for rejection of the bid.

Q. PERFORMANCE AND OTHER BONDS

1. The General Conditions set forth Owner's requirements as to Performance and other Bonds.

R. SMALL DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

NCDOT Disadvantaged Business Enterprise (DBE) and Historically NC DOA Underutilized Business (HUB) firms with current certifications are acceptable for listing in the Bidder's submittal of SDBE participation. Firms that are certified through NCDOT are listed at the "Vendor Directory," which can be accessed through at <https://www.ebs.nc.gov/VendorDirectory>. Firms that are certified through NC DOA are listed at the "HUB Vendor Search," which can be accessed through at <https://ncadmin.nc.gov/businesses/hub>.

Bidder shall submit with the Bid the SDBE documentation requested in these specifications. It is strongly recommended that the Bidder attend the Pre-Bid Conference, as important information will be reviewed. Questions regarding SDBE requirements shall be directed to Lexi Hasapis, Local Vendor Procurement Analyst, at (910) 580-6900 / lexi.hasapais@faypwc.com.

S. E-VERIFY

1. Contractor/Vendor hereby acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes.
2. Contractor/Vendor further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and 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).
3. Contractor/Vendor hereby pledges, attests, and warrants through execution of this Agreement that Contractor/Vendor complies with the requirements of Article 2, Chapter 64 of the North Carolina General Statutes and further pledges, attests, and warrants that any subcontractors currently employed by or subsequently hired by Contractor/Vendor shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

T. IRAN DIVESTMENT ACT

1. As mandated by N.C.G.S. 147-86.59(a), Contractor/Vendor hereby certifies that it is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Contractor/Vendor further certifies that in accordance with N.C.G.S. 146-86.58(b) that it shall not utilize any subcontractor found on the State Treasurer's Final Divestment List. Contractor/Vendor certifies that the signatory to this Purchase Order authorized by the Contractor/Vendor to make the foregoing statement.

BID PROPOSAL CHECKLIST

- 1. Enter Contractor's License Number where called for in the Bid Form and on the outside of the sealed envelope containing the Bid.
- 2. Photocopy of Contractor's License.
- 3. Bid Bond or other security.
- 4. Bid Forms Section 00300.
- 5. Provide the responsible North Carolina Registered Agent for Insurance Claims. Include contact information.
- 6. Provide the proposed responsible Bonding Company name. Include contact information.
- 7. List of proposed Subcontractors and material suppliers exceeding 5% of the Contract Value.
- 8. Non-Collusive Affidavit.
- 9. Nondiscrimination Clause.
- 10. Affidavit of Organization and Authority and Sworn Statement.
- 11. Equal Employment Opportunity Acknowledgment.
- 12. Certification regarding Debarment, Proposed Debarment, and other Responsible Matters.
- 13. FTA Certification Regarding Lobbying.
- 14. The Completed Contractor Qualification Form.
- 15. Copy of Contractor's Covid-19 Safety Plan.

****FAILURE TO SUBMIT THE ABOVE FORMS WITH THE BID FORM MAY BE JUST CAUSE FOR REJECTION OF THE BID BY THE OWNER****

*******TO BE SUBMITTED WITH BID PACKAGE*******
TECHNICAL EVALUATION CRITERIA FORM
PROJECT DOCUMENTATION

(1) Permanent Name of Business:

(2) Permanent address:

(3) Length of Time in Business:	
---------------------------------	--

(4) Has the organization operated under any other name?	
---	--

(5) State the names and/or companies financially interested in the proposal:	
--	--

(6) Within the last five (5) years, has any officer or principal of the organization ever been an officer or principal of another organization when it failed to complete a construction contract? If yes, list name(s), and responsibility.	
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UTILITY RETROFIT EXPERIENCE/WATER AND SEWER MAIN EXPERIENCE

(1) List not less than three (3) completed retrofit projects of similar size, scope, nature, and cost, to include the dates of such projects. Please provide all requested information for each listed project. Each project should be from separate references. List only those projects completed as Prime Contractor.

Project 1A:	Cost:
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Location:	Dates:	Size:
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Scope:	Client:	Phone:
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Project 1B:	Cost:
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Location:	Dates:	Size:
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Scope:	Client:	Phone:
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Project 1C:		Cost:
Location:	Dates:	Size:
Scope:	Client:	Phone:
(2) A listing of three (3) water and/or sewer main projects of similar size, scope and cost. (Provide reference information as stated in #1.)		
Project 2A:		Cost:
Location:	Dates:	Size:
Scope:	Client:	Phone:
Project 2B:		Cost:
Location:	Dates:	Size:
Scope:	Client:	Phone:
Project 2C:		Cost:
Location:	Dates:	Size:
Scope:	Client:	Phone:
(3) List any subcontracting experience on retrofit projects with specifics to the type of work performed for this project. Please provide all requested information.		
Project:		Cost:
Location:	Dates:	Size:

Work Performed:		
Project:		Cost:
Location:	Dates:	Size:
Work Performed:		
Project:		Cost:
Location:	Dates:	Size:
Work Performed:		
(4) List of projects in progress. Please provide all requested information.		
Project:		Cost:
Owner:		
Percentage Complete:		Scheduled Completion Date:
Project:		Cost:
Owner:		
Percentage Complete:		Scheduled Completion Date:
Project:		Cost:

Owner:	
Percentage Complete:	Scheduled Completion Date:
Project:	
Project:	Cost:
Owner:	
Percentage Complete:	Scheduled Completion Date:
Project:	
Project:	Cost:
Owner:	
Percentage Complete:	Scheduled Completion Date:
Project:	
Project:	Cost:
Owner:	
Percentage Complete:	Scheduled Completion Date:
PROJECT PERSONNEL AND EXPERIENCE	
(1) The number of crews qualified and available to perform the work stated in this proposal:	
(2) The names of Bidder superintendents and crew leaders/foreman who are qualified and available to perform the work stated in this proposal:	Superintendents:
	Crew leaders/foreman:
ADDITIONAL ITEMS	
The following items shall be submitted as attachments:	
(1) Affidavit stating any OSHA violations occurring within the past three (3) years.	
(2) A statement provided by the Surety Company stating the Bidder's bonding limit and a statement of the amount of work currently under bond.	
(3) A statement listing any judgments, claims, arbitration proceedings, or suits pending or outstanding against organization or its officers.	
(4) A statement listing any filed lawsuits, judgments, claims, arbitration proceedings, or suits pending with regard to construction contracts within the last five (5) years.	

(5) The resumes or brief summary of key personnel of the organization. Identify the person that will be primarily responsible for the project.	
(6) List of equipment that is available for use on the subject project.	
The Owner may conduct such investigations/verifications as deemed necessary to establish the responsibility, qualification and financial ability of the Bidder. Should the Owner adjudge that the apparent low bidder is not the lowest responsive, responsible bidder by virtue of the above information furnished, said apparent low bidder will be so notified and his bid security shall be returned to him without prejudice. Failure or refusal to furnish any items of information requested by the Owner shall be considered as non-responsive and therefore, basis for rejection of the bid.	
Submitted By:	Date:
Printed Name:	Title:

BID PROPOSAL

PROJECT IDENTIFICATION:

Fayetteville Annexation Phase V
Fayetteville, North Carolina

CONTRACT IDENTIFICATION & NUMBER:

Bid Request: Phase V Annexation Project XI – Area 24-B/C Cliffdale Estates, Village Hills, & Kings Mill Subdivision

THIS BID IS SUBMITTED TO:

Fayetteville Public Works Commission
Nikole Bohannon, Procurement Advisor
955 Old Wilmington Road
Fayetteville, North Carolina 28301

- A. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with OWNER in the form included in the Contract Documents to perform and furnish all Work specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
- B. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including, without limitation, those dealing with the disposition of payment and performance bonds, and insurance certificates. This bid will remain open for ninety (90) days after the day of Bid opening. BIDDER will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within ten (10) days after the date of receipt by the BIDDER.
- C. In submitting this Bid, Bidder represents, as more fully set forth in the Contract, that:
 - 1. BIDDER has examined copies of all the Contract Documents and of the following addenda, receipt of all which is acknowledged on the bid summary page:
 - 2. BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress of performance of the work and has made such independent investigations as BIDDER deems necessary.
 - 3. BIDDER acknowledges that OWNER does not assume responsibility for the accuracy of dimensions or completeness of information and data shown or indicated in the Bidding Documents with respect to existing facilities.
 - 4. BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site of the Work (except underground facilities) and all drawings of physical conditions in or relating to existing surface or subsurface structures, pipelines, and utilities at or contiguous to the site are provided within these Contract Documents. Geotechnical Reports and other information regarding subsurface conditions are identified in the attached appendices and detailed in Article 4 of the General Conditions. BIDDER

acknowledges that the OWNER does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to underground facilities at or contiguous to the site of Work. BIDDER had obtained and carefully studied (or assumes responsibility for have done so) all such additional or supplementary examinations investigations, explorations, tests, studies, and data that are necessary to identify and understand conditions (surface, subsurface, and underground facilities) at or contiguous to the site of Work or otherwise which may affect cost, progress, performance, or furnishing the Work or which relate to any aspect of means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. BIDDER waives all rights to claim that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the proper submission of the Bid for the performance and furnishing of the Work in accordance with the Contract Time, Contract Price, and other terms and conditions of the Contract Documents.

5. BIDDER hereby certifies that, if awarded the Contract for construction of the Project, he/she will take all possible actions to minimize costs to the OWNER which are related to any disruptions in any part of the Work resulting from unforeseeable conditions which may be encountered and work changes or additions which may be made.
6. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, exploration, tests, studies, and data with the Contract Documents.
7. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
8. By bidding in response to this invitation, the BIDDER represents that in the preparation and submission of this Bid, said BIDDER did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1).
9. Bid form must be completed in blue or black ink or by typewriter. The Bid price of each item on the form must be stated in both words and numerals. In case of a conflict, words shall take precedence. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the correct multiplication of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
10. BIDDER understands that the award of contract will be made on the basis of the total Bid amount which will be determined as the sum of the unit price and lump sum Bid Items.

11. BIDDER understands that quantities are estimated and are not guaranteed; they are solely for comparing Bids and establishing the total Bid amount. The Contract Price will be modified by Change Order, and final payment will be based on the quantities of work actually furnished and installed by the successful BIDDER.
12. BIDDER shall complete the Work for the prices indicated on the following pages.

**FAYETTEVILLE PUBLIC WORKS COMMISSION
ANNEXATION PHASE V PROJECT XI - AREA 24 SECTION B-C**

Item No.	Ref. No.	Item	Estimated Quantities	Unit	Unit Price	Cost Extension
PART "A" STREET CONSTRUCTION - "BASE BID"						
A-1	G-1	Mobilization and Demobilization @ _____ lump sum	1	LS		
A-2	G-2	Traffic Control and Traffic Plan @ _____ lump sum	1	LS		
A-3	A-1	2-inches min., SF9.5A for Permanent Pavement Patch (No Overage Allowed, NOA) @ _____ per square yard	14,046	SY		
A-4	A-4	2-inches min., SF9.5A Permanent Pavement Patch Failed Areas - PWC (NOA) @ _____ per square yard	464	SY		
A-5	A-4	2-inches min., SF9.5A Permanent Pavement Patch Failed Areas -City of Fayetteville (NOA) @ _____ per square yard	8,000	SY		
A-6	A-6	Undercut Excavation in Asphalt Subgrade (NOA) @ _____ per cubic yard	1,615	CY		
A-7	A-9	Remove and Replace Concrete Driveways (NOA) @ _____ per square yard	113	SY		
A-8	A-7	Incidental Stone @ _____ per ton	519	TN		
A-9	A-12	Remove and Replace Concrete Sidewalk @ _____ per linear foot	58	LF		
A-10	A-13	Maintenance Stone (NOA) @ _____ per square yard	1,124	SY		
A-11	A-11	Replace Gravel/Soil Driveway with Aggregate Base Course @ _____ per square yard	209	SY		
TOTAL PART "A" STREET CONSTRUCTION - "BASE BID"						

**FAYETTEVILLE PUBLIC WORKS COMMISSION
ANNEXATION PHASE V PROJECT XI - AREA 24 SECTION B-C**

Item No.	Ref. No.	Item	Estimated Quantities	Unit	Unit Price	Cost Extension
PART "C" WATER CONSTRUCTION - "BASE BID"						
C-1	C-10 (AQUA)	Replacement of Existing 3/4" Aqua America Water Service @_____per each	10	EA		
C-2	C-11 (AQUA)	3/4" Water Service Relocation Aqua America @_____per each	5	EA		
C-3	C-21 (AQUA)	Relocation of Existing 6" Water Main Aqua America (Hickory Knoll Rd) @_____per linear foot	56	LF		
C-4	C-28	Abandonment of Existing Well @_____per each	1	EA		
TOTAL PART "C" WATER CONSTRUCTION - "BASE BID"						

**FAYETTEVILLE PUBLIC WORKS COMMISSION
ANNEXATION PHASE V PROJECT XI - AREA 24 SECTION B-C**

Item No.	Ref. No.	Item	Estimated Quantities	Unit	Unit Price	Cost Extension
PART "D" SANITARY SEWER UTILITIES - "BASE BID"						
D-1	G-1	Mobilization and Demobilization @ _____ lump sum	1	LS		
D-2	G-2	Traffic Control and Traffic Plan @ _____ lump sum	1	LS		
D-3	G-3	Erosion and Sediment control @ _____ lump sum	1	LS		
D-4	G-5	Clearing and Grubbing, Permanent Easements @ _____ per acre	2.04	AC		
D-5	G-6	Clearing and Grubbing, Temporary Easements @ _____ per acre	1.26	AC		
D-6	G-7	Sod (Easements) (No Overage Allowed) @ _____ per square yard	21,089	SY		
D-7	G-7	Sod (Right-of-way) (No Overage Allowed) @ _____ per square yard	235	SY		
D-8	G-8	Temporary Seeding (Right-of-way/Easements) (No Overage Allowed) @ _____ per acre	4.42	AC		
D-9	G-8	Wetland Seeding (Easements) (No Overage Allowed) @ _____ per acre	0.067	AC		
D-10	G-7	Sod (Sanitary Sewer Laterals) (No Overage Allowed) @ _____ per square yard	420.00	SY		
D-11	D-1	8" SDR26 PVC Sanitary Sewer 0'-6' Depth @ _____ per linear foot	126	LF		
D-12	D-1	8" SDR26 PVC Sanitary Sewer 6'-8' Depth @ _____ per linear foot	3,312	LF		
D-13	D-1	8" SDR26 PVC Sanitary Sewer 8'-10' Depth @ _____ per linear foot	3,184	LF		
D-14	D-1	8" SDR26 PVC Sanitary Sewer 10'-12' Depth @ _____ per linear foot	1,082	LF		
D-15	D-1	8" SDR26 PVC Sanitary Sewer 12'-14' Depth @ _____ per linear foot	375	LF		
D-16	D-1	8" SDR26 PVC Sanitary Sewer 14'-16' Depth @ _____ per linear foot	4	LF		
D-17	D-2	8" CL 50 DI Sanitary Sewer 0'-6' Depth @ _____ per linear foot	633	LF		
D-18	D-2	8" CL 50 DI Sanitary Sewer 6'-8' Depth @ _____ per linear foot	1,860	LF		
D-19	D-2	8" CL 50 DI Sanitary Sewer 8'-10' Depth @ _____ per linear foot	960	LF		

**FAYETTEVILLE PUBLIC WORKS COMMISSION
ANNEXATION PHASE V PROJECT XI - AREA 24 SECTION B-C**

Item No.	Ref. No.	Item	Estimated Quantities	Unit	Unit Price	Cost Extension
D-20	D-2	8" CL 50 DI Sanitary Sewer 10'-12' Depth @ _____per linear foot	436	LF		
D-21	D-2	8" CL 50 DI Sanitary Sewer 12'-14' Depth @ _____per linear foot	50	LF		
D-22	D-2	8" CL 50 Restrained DI Sanitary Sewer 0'-6' Depth @ _____per linear foot	22	LF		
D-23	D-2	8" CL 50 Restrained DI Sanitary Sewer 6'-8' Depth @ _____per linear foot	78	LF		
D-24	D-2	8" CL 50 Restrained DI Sanitary Sewer 8'-10' Depth @ _____per linear foot	199	LF		
D-25	D-2	8" CL 50 Restrained DI Sanitary Sewer 10'-12' Depth @ _____per linear foot	73	LF		
D-26	D-2	8" CL 50 Restrained DI Sanitary Sewer 12'-14' Depth @ _____per linear foot	28	LF		
D-27	D-27	Guided Bore & Jack (24" Steel Encasement, 0.375" thick, w/ 8" Restrained DIP Carrier Pipe) (Typical Launch Pit) @ _____per linear foot	1,032	LF		
D-28	D-5	Sanitary Sewer Manhole 5' Dia 10'-12' Depth @ _____per each	3	EA		
D-29	D-5	Sanitary Sewer Manhole 5' Dia 14'-16' Depth @ _____per each	1	EA		
D-30	D-5	Sanitary Sewer Manhole 4' Dia 0'-6' Depth @ _____per each	6	EA		
D-31	D-5	Sanitary Sewer Manhole 4' Dia 6'-8' Depth @ _____per each	32	EA		
D-32	D-5	Sanitary Sewer Manhole 4' Dia 8'-10' Depth @ _____per each	29	EA		
D-33	D-5	Sanitary Sewer Manhole 4' Dia 10'-12' Depth @ _____per each	11	EA		
D-34	D-5	Sanitary Sewer Manhole 4' Dia 12'-14' Depth @ _____per each	2	EA		
D-35	D-6	Sanitary Sewer Doghouse Manhole 4' Dia 0'-6' Depth @ _____per each	1	EA		
D-36	D-6	Sanitary Sewer Doghouse Manhole 4' Dia 8'-10' Depth @ _____per each	1	EA		
D-37	D-6	Sanitary Sewer Doghouse Manhole 5' Dia 8'-10' Depth @ _____per each	1	EA		
D-38	D-7	4" Interior Drop Structure @ _____per each	5	EA		

**FAYETTEVILLE PUBLIC WORKS COMMISSION
ANNEXATION PHASE V PROJECT XI - AREA 24 SECTION B-C**

Item No.	Ref. No.	Item	Estimated Quantities	Unit	Unit Price	Cost Extension
D-39	D-7	8" Interior Drop Structure @ _____ per each	6	EA		
D-40	D-8	4" PVC Sanitary Sewer Lateral @ _____ per each	126	EA		
D-41	D-9	4" DIP Sanitary Sewer Lateral @ _____ per each	56	EA		
D-42	D-16	Undercut Excavation @ _____ per cubic yard	934	CY		
D-43	D-17	Testing @ _____ per linear foot	13,454	LF		
D-44	G-4	Borrow Excavation @ _____ per cubic yard	374	CY		
D-45	B-1	15" Class IV RCP 0'-6' Depth (No Overage Allowed) @ _____ per linear foot	285	LF		
D-46	B-2	Storm Drainage Inlets 0'-6' Depth @ _____ per each	3	EA		
D-47	B-8	Remove and Replace with new pipe 36" CL IV RCP 0'-6' Depth (No Overage Allowed) @ _____ per linear foot	8	LF		
D-48	B-8	Remove and Replace with new pipe 30" CL IV RCP 0'-6' Depth (No Overage Allowed) @ _____ per linear foot	16	LF		
D-49	B-8	Remove and Replace with new pipe 24" CL IV RCP 0'-6' Depth (No Overage Allowed) @ _____ per linear foot	16	LF		
D-50	B-8	Remove and Replace with new pipe 18" CL IV RCP 0'-6' Depth (No Overage Allowed) @ _____ per linear foot	40	LF		
D-51	B-8	Remove and Replace with new pipe 15" CL IV RCP 0'-6' Depth @ _____ per linear foot	28	LF		
D-52	B-13	Remove and Dispose of Existing 15" RCP (No Overage Allowed) @ _____ per linear foot	282	LF		
D-53	N/A	Install 4' Chain Link Double Gates Across Easements @ _____ per each	18	EA		
D-54	N/A	Install 5' Chain Link Double Gates Across Easements @ _____ per each	5	EA		

**FAYETTEVILLE PUBLIC WORKS COMMISSION
ANNEXATION PHASE V PROJECT XI - AREA 24 SECTION B-C**

Item No.	Ref. No.	Item	Estimated Quantities	Unit	Unit Price	Cost Extension
D-55	N/A	Install 6' Vinyl Double Gates Across Easements @_____per each	2	EA		
D-56	N/A	Install 6' Wood Double Gates Across Easements @_____per each	15	EA		
D-57	N/A	Install 3' Wood Double Gates Across Easements @_____per each	1	EA		
D-58	N/A	Temporary Road Widening on Seaford Drive @_____per square yard	157	SY		
D-59	D-14	Anti-Seep Collars @_____per each	2	EA		
D-60	D-13	8" Connection to Existing Structure @_____per each	3	EA		
D-61	D-13	4" Connection to Existing Structure @_____per each	3	EA		
D-62	D-29	Install Cam-Lock Ring & Cover on Existing Manhole @_____per each	2	EA		
D-63	D-9	4" Restrained DI Sanitary Sewer Lateral @_____per each	8	EA		
TOTAL PART "D" SANITARY SEWER UTILITIES - "BASE BID"						

**FAYETTEVILLE ANNEXATION PHASE V, PROJECT XI
CONSTRUCTION AREA 24 SECTION B-C CLIFFDALE ESTATES, VILLAGE HILLS, KING MILL SUBDIVISION
FAYETTEVILLE PUBLIC WORKS COMMISSION, NORTH CAROLINA
BID FORM
04-01-2021**

TOTAL PART "A" STREET CONSTRUCTION - "BASE BID" _____
 TOTAL PART "C" WATER CONSTRUCTION - "BASE BID" _____
 TOTAL PART "D" SANITARY SEWER UTILITIES - "BASE BID" _____
TOTAL BASE BID _____

BID SUMMARY

TOTAL PART "A" STREET CONSTRUCTION	\$ _____
TOTAL PART "C" WATER	\$ _____
TOTAL PART "D" SANITARY SEWER	\$ _____
TOTAL BASE BID	\$ _____

The BIDDER has received, acknowledged, and used the following addenda in completing the Bid. (Initial and Date as appropriate).

Addendum No. 1 _____	Dated _____
Addendum No. 2 _____	Dated _____
Addendum No. 3 _____	Dated _____
Addendum No. 4 _____	Dated _____
Addendum No. 5 _____	Dated _____

The undersigned BIDDER certifies that they are a licensed as a Contractor under the provisions of the Act of North Carolina Legislature, Session 1952 as amended regulating the practice of General Contracting, and that their license number is _____ (License Number).

The undersigned BIDDER hereby agrees to accept an award of the Contract based on the Total Contract Amount (Total bid amount for Parts A, C, & D as applicable) as accepted by the OWNER and as indicated on the Notice of Award.

1. BIDDER agrees that Work shall be completed within the time frame indicated in the Agreement as follow:

a. All work described herein to be complete, including restoration and all punch list items within **300** calendar days from the start date stipulated on the Notice to Proceed.

b. The BIDDER acknowledges that time is of the essence in this Contract and that the OWNER will suffer financial loss if the Work is not complete within the time specified in Paragraph 4.a above plus any extensions thereof allowed in accordance with Part 10 of the General Conditions. BIDDER also recognizes the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the OWNER if the Work is not complete on time. Accordingly, instead of requiring any such proof, the OWNER and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay the OWNER \$1,000.00 per calendar day for each day that expires after the time specified in Paragraph 4.a, plus any proper time extension, until the Work is finally complete.

2. The following documents are attached to and made part of this bid:

a. Required Bid Security in the form of either a cashier's check or certified check or Bid Bond in the amount of 5% of maximum Bid price.

3. Communications concerning this Bid shall be addressed to:
(CONTRACTOR's Name, Address, Telephone Number, and Email Address)

4. The terms used in this Bid which are defined in the General Conditions of the Contract Documents have the meanings assigned to them therein, which are incorporated by reference as if fully set forth herein.

5. An individual contractor is required to furnish his social security number and proprietorship, partnership and corporation are required to furnish their federal employer identification number to the Fayetteville Public Works Commission. Please indicate this information on this Bid Form as follows:

Social Security Number: _____

Federal Employer Identification Number: _____

SUBMITTED ON _____, 20____.

AN INDIVIDUAL

BY _____ (SEAL)
(Individual's Name and Signature)

Doing Business as: _____

North Carolina Contractor Registration Number: _____

Business Address: _____

Phone Number: _____

Subscribed and sworn to before me this _____ day of _____ 20_____.

NOTARY PUBLIC

My Commission Expires:

A PARTNERSHIP

BY _____ (SEAL)
(Firm Name)

(General Partner and Signature)

North Carolina Contractor Registration Number: _____

Business Address: _____

Phone Number: _____

Subscribed and sworn to before me this _____ day of _____ 20_____.

NOTARY PUBLIC

My Commission Expires:

A CORPORATION

BY _____ (SEAL)
(Corporation Name)

(State of Incorporation)

BY _____
(Name and Title of Person Authorized to Sign and Signature)

(Corporate Seal)

ATTEST: _____
(Secretary or Assistant Secretary and Signature)

North Carolina Contractor Registration Number: _____

Business Address: _____

Phone Number: _____

Subscribed and sworn to before me this _____ day of _____ 20_____.

NOTARY PUBLIC

My Commission Expires:

A JOINT VENTURE

BY _____
(Name and Signature)

North Carolina Contractor Registration Number: _____

Business Address: _____

Phone Number: _____

BY _____
(Name and Signature)

North Carolina Contractor Registration Number: _____

Business Address: _____

Phone Number: _____

Subscribed and sworn to before me this _____ day of _____ 20_____.

NOTARY PUBLIC

My Commission Expires:

(Each joint venturer must sign. The name of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

List of Subcontractors

In compliance with the Instructions to Bidders and the General Conditions, the undersigned submits the following names of Subcontractors to be used in performing the Work.

The BIDDER certifies that all Subcontractors listed are eligible to perform the Work and that all Subcontractors performing more than five percent of the work are listed.

Subcontractor's Work

Subcontractor's Name and Address

NOTE: This form shall be submitted with Bid.

Bidder's Signature

BID BOND

This is a Bid Bond that is subject to the provisions of Article 3 of Chapter 44A of the North Carolina General Statutes.

This Bond is Executed on _____, 20_____.

The name of the PRINCIPAL is _____

The name of the SURETY is _____

The Fayetteville Public Works Commission is the OWNER

The amount of the Bond is _____
_____ (Dollars) (\$_____)

KNOW ALL MEN BY THESE PRESENTS, the Principal and Surety above named are hereby held and firmly bound unto the above named OWNER hereinafter called the OWNER in the penal sum of the amount stated above in lawful money of the United States, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the OWNER a certain Bid attached hereto and hereby made a part hereof to enter into a Contract in writing, for the construction of:

FAYETTEVILLE ANNEXATION
PHASE V
PROJECT XI – AREA 24-B/C CLIFFDALE ESTATES, VILLAGE HILLS, & KINGS MILL
SUBDIVISIONS

NOW, THEREFORE

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection herewith, and shall in all other respects perform the agreement created by acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein state.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall in no way be impaired or affected by any extension of time within the OWNER may accept such Bid; and said surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

ATTEST:

(Principal Secretary)
(SEAL)

Principal

BY: _____(3)

(Address)

Witness as to Principal

Surety

(Address)

(Address)

ATTEST:

N.C. Resident Agent
(SEAL)

Witness as to Surety

(Address)

- (1) Correct name of contractor
- (2) A Corporation, a Partnership or an Individual, as the case may be
- (3) If contractor is a Partnership, all partners should execute bond

**POWER OF ATTORNEY
(Attach)**

CONTRACTOR'S CERTIFICATES
AFFIDAVIT OF ORGANIZATION AND AUTHORITY
SWORN STATEMENT

STATE OF _____)

COUNTY OF _____)

_____ being the first duly sworn on oath deposes and says that the BIDDER on the attached Bid Form is organized as indicated below and that all statements herein made are made on behalf of such BIDDER and that this deponent is authorized to make them.

(Fill Out Applicable Paragraph)

1. CORPORATION

The BIDDER is a corporation organized and existing under the laws of the State of _____ and its President is _____, and its Secretary is _____, and does have a corporate seal. The _____ is authorized to sign construction Contract and Bids for the company by action of its Board of Directors taken _____, a certified copy of which is hereto attached. (Strike out last sentence if not applicable.)

2. PARTNERSHIP

The BIDDER is a Partnership consisting of _____ and _____, partners doing business under the name of _____.

3. SOLE TRADER

The BIDDER is an individual and if operating under a trade name, such trade name is as follows: _____

4. ADDRESS

The business address of the BIDDER is as follows:

_____ Its phone number is _____.

BIDDER

By: _____

Subscribed and sworn before me this _____ day of _____, 20_____.

County _____

Notary Public

My Commission Expires: _____

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post in conspicuous of the nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract understanding, a notice to be provided, advising the labor union or worker's representative of the Contractor's commitments under the Equal Employment Opportunity Section of this Contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further OWNER Contracts.
- e. The Contractor will include the provisions of the section in every subcontract or purchase order unless exempted by rules, regulations or orders of the OWNER so that such provisions will be binding upon each Subcontractor or vendor.

(Use the following form for signatures by a CORPORATION):

ATTEST: _____ BY: _____
 (Assistant) Secretary Vice-President
 (CORPORATE SEAL)

(Use the following form for signatures by an INDIVIDUAL):
 BY: _____ (Seal)

WITNESS:

(THE ACKNOWLEDGEMENT OF THE ABOVE SIGNATURE MUST BE NOTARIZED USING THE FORM ON THE FOLLOWING PAGE)

ACKNOWLEDGEMENT

(See the following form for acknowledgment signature by a Corporation):

NORTH CAROLINA

(Enter correct State and County if different than shown)

_____ COUNTY

I, _____, A Notary Public in and for the aforesaid State and County, certify that _____ personally appeared before me this day and acknowledged that he is (Asst.) Secretary of _____, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its (Vice) President, sealed with its corporate seal, and attested by himself as its (Asst.) Secretary.

WITNESS my hand and notarial seal this _____ day of _____, 20_____.

Notary Public

My commission expires _____.
(SEAL)

(Use the following form for acknowledgement signature by a partnership or an individual.)

NORTH CAROLINA

(Enter correct State and County if different than shown)

_____ COUNTY

I, the undersigned Notary Public, do hereby certify that _____, personally appeared before me this day and acknowledge the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this _____ day of _____, 20_____.

Notary Public

My commission expires _____.
(SEAL)

NON-COLLUSIVE AFFIDAVIT

State of _____)

County of _____)

_____ Being first duly sworn, deposes and says that:

(1) He is the _____ of
(Owner, Partner, Officer, Representative or Agent)
_____ The BIDDER that has submitted the
attached BID;

(2) He is fully informed respecting the preparation and contents of the attached BID and of all pertinent
circumstances respecting such Bid;

(3) Such BID is genuine and is not a collusive or sham BID;

(4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees, or
parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly
or indirectly, with any other BIDDER, firm, or person to fix the price or prices in the attached BID or of any
other BIDDER, or to fix any overhead, profit, cost elements of the BID price or the BID price of any other
BIDDER, or secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage
against the Fayetteville Public Works Commission, or any person interested in the proposed Contract;

(5) The price or prices quoted in the attached BID are fair and proper and are not tainted by any collusion,
conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents,
representatives, owners, employees or parties in interest, including this affidavit.

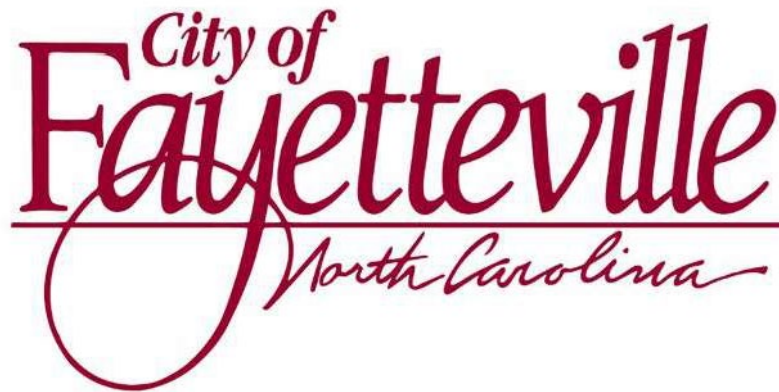
BY: _____

ITS _____
(Title)

Subscribed and sworn before me this _____ day of _____, 20_____.

_____ My Commission expires _____.
(Notary Public)

END OF SECTION



CITY OF FAYETTEVILLE

**SMALL DISADVANTAGED BUSINESS
ENTERPRISE PROGRAM
FOR
CONSTRUCTION, PROCUREMENT, AND
PROFESSIONAL SERVICES**

**FAYETTEVILLE CITY COUNCIL
433 HAY STREET
FAYETTEVILLE, NORTH CAROLINA 28301**

SMALL DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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SMALL DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

I. Applicability.

(a) This program shall apply to all construction and repair work involving the expenditure of City funds, regardless of the sources of other funds, in the amounts set forth in G.S. 143-129 and G.S. 143-131; this program shall also apply to the procurement of architectural, engineering and surveying services as outlined in G.S. 143-64.31. This program shall not apply to contracts established by the State or any agency of the State.

(b) If any section, subsection, clause or provision of this chapter, including those groups found to be presumptively socially disadvantaged, is held to be invalid by a court of competent jurisdiction, the remainder of the chapter shall not be affected by such invalidity.

II. Definitions.

As used in this part, the following terms shall have the following meanings:

Affiliation - One firm controls or has the power to control the other, or a third party or parties controls or has the power to control both, or an identity of interests exists between such firms. In determining whether firms are Affiliates, the City shall consider all appropriate factors, including common ownership, common management, and contractual relationships. Affiliates must be considered together in determining whether a firm is a Small Business Enterprise.

Bidder/Participant - Any person, firm, partnership, corporation, limited liability company, association or joint venture seeking to be awarded a public contract or subcontract.

Brokering - Filling orders by purchasing or receiving supplies from a third party supplier rather than out of existing inventory, and providing no Commercially Useful Function other than acting as a conduit between a supplier and a customer.

City - The awarding authority for contracts awarded by the City of Fayetteville and the City of Fayetteville Public Works Commission.

City's Marketplace - The geographic and procurement areas in which the City contracts on an annual basis.

Commercially Useful Function - Responsibility for the execution of a distinct element of the work of the contract which is carried out by actually performing, managing, and supervising the work involved, or fulfilling responsibilities as a joint venture.

Contract - A mutually binding legal relationship or any modification thereof obligating the seller to furnish equipment or services and obligating the buyer to pay for them, not including leases or emergency procurements.

Doing Business - Having a physical location from which to engage in for profit activities in the scope(s) of expertise of the firm.

Economically Disadvantaged - An individual whose Personal Net Worth is less than the amount identified in 49 CFR Part 26

Equipment - Materials, supplies, commodities and apparatuses.

Expertise - Demonstrated skills, knowledge, or ability to perform in the field of endeavor in which certification is sought by the firm as defined by normal industry practices, including licensure where required.

Good Faith Efforts - Actions undertaken by a Bidder/Participant to achieve a SDBE goal which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the Program's requirements.

Joint Venture - An association of two or more persons, or any combination of types of business enterprises and persons numbering two or more, proposing to perform a single for profit business enterprise, in which each joint venture partner contributes property, capital, efforts, skill and knowledge, and in which the SDBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture is commensurate with its ownership interest. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationships between the partners and their relationship and responsibility to the contract.

Managers - The City Manager.

Manufacturer - A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

Personal Net Worth - The net value of the assets of an individual after total liabilities are deducted. An individual's Personal Net Worth does not include the individual's ownership interest in an applicant or the individual's equity in his or her primary place of residence. An individual's Personal Net Worth includes only his or her share of assets held jointly with the individual's spouse.

Program - The SDBE Program.

Project Specific Goal - The Goal established for a particular project or contract based upon the availability of SDBEs in the scopes of work of the Contract.

Regular Dealer - A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a Regular Dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A firm may be a Regular Dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the firm both owns and operates distribution equipment for the products. Any supplementing of a Regular Dealer's distribution equipment shall be by a long-term lease agreement and not on an *ad hoc* or contract-by-contract basis. Packagers, manufacture representatives, or other persons who arrange or expedite transactions are not Regular Dealers.

Schedule of Participation - The list of SDBEs that the Bidder/Participant commits will be utilized, their scopes of the work, and dollar value or the percentage of the project they will perform.

Socially Disadvantaged - An individual who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to individual qualities. Social disadvantage must stem from circumstances beyond the individual's control. A Socially Disadvantaged individual must be a citizen or lawfully admitted permanent resident of the United States who is either:

- (a) A person whose lifelong cultural and social affiliation is with one of the following groups, which are rebuttably presumed to be Socially Disadvantaged:
 - (i) Blacks/African - Americans (persons having origins in any of the Black racial groups of Africa);
 - (ii) Hispanic - Americans (persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race);

- (iii) Native - Americans (persons having origins in the original groups of North America);
 - (iv) Asian - Americans (persons having origins in any of the original groups of the Far East, Southeast Asia, the islands of the Pacific or the Indian Subcontinent);
 - (v) Women; or
- (b) Any socially disadvantaged individual as defined by 15 U.S.C. 637.

Small Disadvantaged Business Enterprise (SDBE) - Means a business, including a sole proprietorship, partnership, corporation, limited liability company, joint venture or any other business or professional entity:

- (a) Which is at least 51 percent owned by one or more Socially and Economically Disadvantaged individuals, or in the case of a publicly owned business, at least 51 percent of all classes of the stock of which is owned by one or more Socially and Economically Disadvantaged individuals;
- (b) Whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more such Socially and Economically Disadvantaged individuals;
- (c) Which is a Small Business Enterprise as defined by 13 CFR Part 121;
- (d) Which is Doing Business in the City's Marketplace; and
- (e) Which is certified as a SDBE by the City of Fayetteville.

SDBE Program Coordinator - The person designated by the Managers to administer the Program.

III. SDBE Program Administration.

The Coordinator shall administer the SDBE Program, which duties shall include:

- (a) Formulating, proposing, and implementing rules and regulations for the further development, implementation, and monitoring of the Program.
- (b) Informing SDBEs of City contracting opportunities through outreach activities.
- (c) Providing information and assistance to SDBEs relating to City procurement practices and procedures, and bid specifications, requirements, and prerequisites.
- (d) Certifying businesses as SDBEs, maintaining certification records, and ensuring that all City departments have current certification listings.
- (e) Establishing Project Specific Goals.
- (f) Evaluating Bidder/Participant's achievement of Project Specific Goals or Good Faith Efforts to meet Project Specific Goals.
- (g) Working with City departments to monitor Contracts to ensure prompt payments to SDBEs, compliance with Project Specific Goals and commitments and the Program's operations and objectives.
- (h) Receiving, reviewing, and acting upon complaints and suggestions concerning the Program.

- (i) Collecting data to evaluate the Program.
- (j) Monitoring the Program and reporting to the Managers, the Mayor and the City Council on the administration and operations of the Program.

IV. Race- and Gender-Neutral Measures to Ensure Equal Opportunities for All Bidders/Participants.

The City shall develop and use measures to facilitate the participation of all firms in City contracting activities. These measures shall include, but are not limited to:

- (a) Arranging solicitation times for the presentations of bidding opportunities, which includes quantities, specifications and delivery schedules so as to facilitate the participation of interested firms.
- (b) Dividing requests for bids or proposals into work elements to facilitate the participation of small firms.
- (c) Providing timely information on specific contracting opportunities, contracting procedures, and bid preparation.
- (d) Holding pre-bid conferences, where appropriate, to explain the projects.
- (e) Enforcing prompt payment requirements and procedures, including requiring by contract that prime contractors promptly pay subcontractors.
- (f) Reviewing bonding and insurance requirements to eliminate unnecessary barriers to contracting with the City.
- (g) Maintaining information on all firms bidding on City prime contracts and subcontracts.

V. SDBE Program Eligibility.

- (a) Only businesses that meet the criteria of SDBEs may participate in the Program.
- (b) The City shall apply the certification criteria and procedures of 49 CFR Part 26 to applicants for participation in the Program.
- (c) The City shall certify the eligibility of joint ventures involving SDBEs and non-SDBEs.
- (d) In lieu of conducting its own certifications, the Coordinator may accept formal certifications by other entities as meeting the requirements of the Program, if the eligibility standards of such entities are comparable to those of the City. Certification decisions, including decertification and graduation determinations, by those other entities shall be accepted by the City in its discretion.
- (e) It is the responsibility of the SDBE to notify the Coordinator of any change in its circumstances affecting its continued eligibility for the Program. Failure to do so may result in the firm's decertification.
- (f) A SDBE may be decertified if it submitted inaccurate, false, or incomplete information to the City or failed to comply with requirements of a contract with the City or with the requirements of the Program.
- (g) A third party may challenge the eligibility of a certified firm:
 - (1) The challenge shall be made in writing under oath and shall include all information relied upon by the challenging party.

- (2) The Coordinator shall provide an opportunity to the parties for an informal hearing. The parties may appear and provide documentation or other evidence and be represented by counsel.
 - (3) The Coordinator shall render a written decision within 15 days of the hearing.
 - (4) If the Coordinator determines that the firm is not eligible, it may appeal the determination to the Manager in writing within 7 days of receipt of the written decision. The challenging party shall have no right of appeal from the Coordinator's determination.
 - (5) The Manager shall issue a written decision within 15 days of receipt of the appeal. The Manager's determination shall be final.
- (h) A firm that has been decertified may not reapply for certification for one year from the effective date of its decertification.

VI. SDBE Goal Setting.

The Coordinator shall establish a Project Specific Goal for appropriate Contracts based on normal industry practice as determined in consultation with the appropriate Department, the availability of SDBEs to perform the functions of the Contracts and the City's utilization of SDBEs to date.

VII. Counting Participation of SDBEs.

(a) The entire amount of that portion of a construction Contract that is performed by the SDBE's own forces shall be counted, including the cost of equipment obtained by the SDBE for the work of the Contract, and equipment purchased or leased by the SDBE (except equipment the SDBE subcontractor or Joint Venture partner purchases or leases from the prime contractor or its Affiliate).

(b) The entire amount of fees or commissions charged by a SDBE for providing a *bona fide* service, such as professional, technical, consultant or managerial services, or for providing bonds or insurance specifically required for the performance of the Contract, shall be counted, provided the fee is reasonable and not excessive as compared with fees customarily charged for similar services.

(c) When a SDBE performs as a participant in a Joint Venture, only the portion of the total dollar value of the Contract equal to the distinct, clearly defined portion of the work of the Joint Venture's Contract that the SDBE performs with its own forces and for which it is separately at risk shall be counted.

(d) Only expenditures to a SDBE that is performing a Commercially Useful Function shall be counted. To determine whether a firm is performing a Commercially Useful Function, the City will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing and other relevant factors. To perform a Commercially Useful Function, the SDBE must be responsible, with respect to equipment used on the Contract, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable) and paying for the material itself. A SDBE does not perform a Commercially Useful Function if its role is limited to that of an extra participant in the Contract through which funds are passed in order to obtain the appearance of SDBE participation. If a SDBE subcontracts a greater portion of the work of a Contract than would be expected on the basis of normal industry practice, it is presumed not to perform a Commercially Useful Function. When a SDBE is presumed not to be performing a Commercially Useful Function, the SDBE may present evidence to rebut this presumption.

(e) One hundred percent of the cost of the materials or supplies obtained from a SDBE Manufacturer or Regular Dealer shall be counted. One hundred percent of the fees or transportation charges for the delivery of materials or supplies required on a job site shall be counted only if the payment of such fees is a customary industry

practice and are commensurate with fees customarily charged for similar services. The cost of the materials and supplies shall not be counted.

(f) If a firm is decertified during performance of a Contract, the dollar value of work performed under a Contract with that firm after it has been decertified shall not be counted.

(g) In determining achievement of a Project Specific Goal, the participation of a SDBE shall not be counted until that amount has been paid to the SDBE.

VIII. Procurement of Architectural, Engineering and Surveying Services (G.S. 143-64.31)

(a) The City shall use good faith efforts to notify minority firms of the opportunity to submit qualifications for architectural, engineering, surveying and construction management at risk services.

IX. Informal Construction and Repair Work (G.S. 143-131)

(a) The City shall solicit minority participation for construction and repair projects in the amount of five thousand dollars (\$5,000) or more, but less than three hundred thousand dollars (\$300,000). The City shall maintain a record of contractors solicited and shall document efforts to recruit minority business participation in these contracts.

X. Formal Construction and Repair Work (G.S. 143-129)

(a) For all solicitations, the Bidder/Participant shall submit a Schedule of Participation detailing all subcontractors from which the Bidder/Participant solicited bids or quotations, and if a Project Specific Goal has been established, its achievement of the Goal or its Good Faith Efforts to do so. The list of SDBEs provided by the City to a Bidder/Participant establishes the minimum universe from which a Bidder/Participant must solicit SDBEs. The Schedule of Participation shall be due at the time set out in the solicitation documents.

(b) Any agreement between a Bidder/Participant and a SDBE in which the Bidder/Participant requires that the SDBE not provide subcontracting quotations to other bidders/proposers is prohibited.

(c) SDBEs shall respond to relevant requests for quotations.

(d) Where the Bidder/Participant cannot achieve the Project Specific Goal, the Coordinator will determine whether the Bidder/Participant has made Good Faith Efforts. At a minimum, the Bidder/Participant must engage in the following Good Faith Efforts that total at least 50 points for the bid or proposal to be responsive.

(1) Contacting SDBEs from the list provided by the City at least ten days before the bid or proposal date and notifying them of the nature and scope of the work to be performed. The Bidder/Participant shall provide interested SDBEs with timely, adequate information about the plans, specifications, and requirements of the Contract to allow SDBEs to respond to the solicitation. The Bidder/Participant must follow up initial solicitations with interested SDBEs. 10 points.

(2) Providing or making the construction plans, specifications, and requirements available for review by SDBEs at least ten days before the bid or proposals are due. 10 points.

(3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation. 15 points.

(4) Working with SDBE, minority, women, trade, community or contractor organizations identified by the City in the bid documents that provide assistance in recruitment of SDBEs. 10 points.

(5) Attending any prebid meetings scheduled by the City. 10 points.

- (6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors. 20 points.
- (7) Negotiating in good faith with interested SDBEs and not rejecting them as unqualified without sound reasons based on their capabilities. Evidence of such negotiation includes the names, addresses, and telephone numbers of SDBEs that were contacted; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and why agreements could not be reached with SDBEs. The Bidder/Participant may not reject SDBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection of a SDBE based on price or lack of qualifications must be documented in writing. 15 points.
- (8) Providing assistance to an otherwise qualified SDBE in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting SDBEs in obtaining the same unit pricing with the bidder's suppliers in order to help minority SDBEs to establish credit. 25 points.
- (9) Negotiating joint venture and partnership arrangements with SDBEs to increase opportunities for SDBE participation. 20 points.
- (10) Providing quick pay agreements and policies to enable SDBEs to meet cash-flow demands. 20 points.

(e) In determining whether a Bidder/Participant has made Good Faith Efforts, the performance of other bidders/proposers in meeting the Project Specific Goal may be considered. For example, when the apparent successful Bidder/Participant fails to meet the Project Specific Goal but others meet it, it may be reasonably questioned whether, with additional reasonable efforts, the apparent successful Bidder/Participant could have met the Goal. Similarly, if the apparent successful Bidder/Participant fails to meet the Goal, but meets or exceeds the average SDBE participation obtained by other bidders/proposers, this may be evidence that the apparent successful Bidder/Participant made Good Faith Efforts.

(f) The Coordinator shall timely review the Schedule of Participation prior to award, including the scope of work and the letters of intent from SDBEs. The Coordinator may request clarification in writing of items listed in the Schedule of Participation, provided such clarification shall not include the opportunity to augment listed SDBE participation or Good Faith Efforts.

(g) The Schedule of Participation and supporting documents shall be reviewed by a Bid Selection Committee, composed of the operating departments, Purchasing Department, Coordinator and other representatives as appropriate. If the Bid Selection Committee initially determines the bid to be responsive, it shall recommend award of the Contract to the Managers. If the Bid Selection Committee determines the bid to be non-responsive, it shall confer with the City Attorney prior to recommending the rejection of the bid.

(h) A Bidder/Participant found to be non-responsive may appeal this determination pursuant to the City's bid protest procedures.

XI. Contract Performance Compliance Procedures.

(a) Upon award of a Contract by the City that includes a Project Specific Goal, the Goal becomes a covenant of performance by the Bidder/Participant in favor of the City.

(b) The Bidder/Participant shall provide a listing of all subcontractors to be used in the performance of the Contract, and subcontractor payment information to the City with each request for payment submitted to the City. The Coordinator and the operating department shall monitor subcontractor participation during the course of the Contract and shall have reasonable access to all Contract-related documentation held by the Bidder/Participant. The Bidder/Participant shall submit reports at such times and in such formats as requested by the City.

- (c) The Bidder/Participant shall cooperate with the City in studies and surveys related to the Program.
- (d) The Bidder/Participant cannot make changes to the Schedule of Participation or substitute subcontractors named in the Schedule of Participation without the prior written approval of the Coordinator. Unauthorized changes or substitutions shall be a violation of this program, and may constitute grounds for rejection of the bid or proposal or cause termination of the executed Contract for breach, the withholding of payment and/or subject the Bidder/Participant to Contract penalties or other sanctions.
- (1) All requests for changes or substitutions of the subcontractors named in the Schedule of Participation shall be made to the Coordinator in writing, and shall clearly and fully set forth the basis for the request. A Bidder/Participant shall not substitute a subcontractor or perform the work designated for a subcontractor with its own forces unless and until the Coordinator approves such substitution in writing.
- (2) The facts supporting the request must not have been known nor reasonably should have been known by either party prior to the submission of the Schedule of Participation. Bid shopping is prohibited.
- (3) Substitutions of the subcontractor shall be permitted only on the following basis:
- (i) Unavailability after receipt of reasonable notice to proceed.
 - (ii) Failure of performance.
 - (iii) Financial incapacity.
 - (iv) Refusal by the subcontractor to honor the bid or proposal price.
 - (v) Mistake of fact or law about the elements of the scope of work of a solicitation where agreement upon a reasonable price cannot be reached.
 - (vi) Failure of the subcontractor to meet insurance, licensing, or bonding requirements; or
 - (vii) The subcontractor's withdrawal of its bid or proposal.
- (4) Where the Bidder/Participant has established the basis for the substitution to the satisfaction of the Coordinator, the Bidder/Participant shall make Good Faith Efforts to fulfill the Schedule of Participation if the Project Specific Goals will not otherwise be met. The Bidder/Participant may seek the assistance of the SDBE Office in obtaining a new SDBE subcontractor. If the Project Specific Goal cannot be reached and Good Faith Efforts have been made, the Bidder/Participant may substitute with a non-SDBE.
- (e) If a Bidder/Participant plans to hire a subcontractor on any scope of work that was not previously disclosed in the Schedule of Participation, the Bidder/Participant shall obtain the approval of the Coordinator to modify the Schedule of Participation and must make Good Faith Efforts to ensure that SDBEs have a fair opportunity to bid on the new scope of work.
- (f) The SDBE Compliance Committee, comprised of the Coordinator as the Chair and a representative from the Purchasing Department or any requested representative, shall be responsible for evaluating and reviewing issues and concerns concerning the Program, including whether a Bidder has complied with the GoodFaith Efforts.
- (g) If the Bidder/Participant is found to be in noncompliance with the Program or the Contract and fails to correct such noncompliance within ten working days after written notification, the City will withhold 5

percent of the amount of completed work on all monthly payments until the Bidder/Participant has come into compliance.

XII. Protest Procedure.

A Bidder/Participant may protest a decision regarding the implementation of the Program, including the determination that it has not made Good Faith Efforts, by filing a written grievance with supporting evidence with the Coordinator. The Coordinator shall provide a written response within ten working days of receipt of the grievance. The Bidder/Participant may appeal the Coordinator's determination in writing within ten working days of receipt to the Purchasing Director. The Director shall refer the grievance to the SDBE Compliance Committee, which shall hold a hearing and issue a written recommendation within ten working days. The Manager, upon receipt of the SDBE Compliance Committee's recommendation, shall make a final determination within ten working days.

XIII. Dispute Resolution.

Notwithstanding the protest procedures outlined above, mediation shall be required for all parties involved in a dispute under this program prior to initiating litigation concerning the dispute. The procedures for mediation shall be those adopted by City Council Resolution #2002-066 which is incorporated herein by reference as if fully set forth herein.

XIV. Penalties.

(a) Providing false or misleading information to the City in connection with an application for or challenge to certification, recertification or decertification as a SDBE, submission of a bid, responses to requests for qualifications or proposals, Good Faith Efforts documentation, post-award compliance, or other actions in violation of this program may render any bid award or contract void. A contract that is void under this section may continue in effect until an alternative can be arranged when immediate termination would result in harm to the public health or welfare.

(b) A Bidder/Participant is subject to withholding of payments under the Contract, termination of the Contract for breach, Contract penalties, decertification as a SDBE, or being barred or deemed non-responsive in future City solicitations and Contracts for up to two years, if it is found to have:

- (1) Provided false or misleading information in connection with the submission of a bid or proposal or documentation of Good Faith Efforts, post-award compliance, or other Program operations.
- (2) Failed in bad faith to fulfill the Project Specific Goal, thereby materially breaching the Contract.
- (4) Repeatedly failed to comply in good faith with substantive provisions of this program.

(c) The City reserves the right to pursue all remedies available in law or in equity for violations of this program.

XV. Program Review.

(a) The Managers, the Mayor, and the City Council shall receive an annual report from the Coordinator detailing the City's performance under the Program.

(b) The Managers, the Mayor, and the City Council will review this report, including the City's progress towards eliminating discrimination in its contracting activities and marketplace, and revise the Program as necessary to meet legal and Program requirements.

(c) If the Managers, the Mayor, and the City Council find that the objectives of the Program have been achieved, the City Council shall sunset the Program.

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

**CITY OF FAYETTEVILLE
AND
PUBLIC WORKS COMMISSION OF THE CITY OF FAYETTEVILLE
SDBE/HUB COMPLIANCE PROVISIONS**

SDBE/HUB CONTRACT PROVISIONS

APPLICATION:

The requirements of the Small Disadvantaged Business Program for participation in the City of Fayetteville's construction contracts are hereby made a part of the Contract Documents. Copies of the Program may be obtained from:

Public Works Commission
Procurement Department/Trent Ensley
P.O. Box 1089 Fayetteville, North Carolina 28302
Phone (910) 223-4333 Fax (910) 483-1429 e-mail: trent.ensley@faypwc.com

NCDOT DBE Directory: www.ebs.nc.gov/VendorDirectory
HUB Directory <https://ncadmin.nc.gov/businesses/hub>

SDBE COMPLIANCE REQUIREMENTS

1. The Bidder shall provide, **with the bid**, the SDBE CONTRACT PROVISIONS (CONSTRUCTION), properly executed which signifies that the Bidder understands and agrees to any incorporated SDBE contract provisions.
2. The Bidder shall provide **with the bid**:

Provide with Bid Form Proposal

Identification of SDBE/HUB Participation Form
AND
Affidavit A – Listing of Good Faith Efforts

OR

Identification of SDBE/HUB Participation Form
AND
Affidavit B – Intent to Self-Perform with Own Workforce

Provided Upon being named apparent low Bidder

Affidavit C – Percentage of SDBE/HUB Participation
OR
Affidavit D – Good Faith Efforts

All written statements, certifications, or intentions made by the Bidder shall become a part of the agreement between the Contractor and the City of Fayetteville for performance of this contract.

SUBCONTRACTOR PAYMENT REQUIREMENTS:

North Carolina General Statutes 143-134.1 (N.C.G.S.) states that the percentage of retainage on payments made by the prime contractor to the subcontractor shall not exceed the percentage of retainage on payments made by the City of Fayetteville to the prime contractor. Failure to comply with this provision shall be considered a breach of the contract, and the contract may be terminated in accordance with the termination provisions of the contract.

The Contractor shall provide an itemized statement of payments to each SDBE subcontractor before final payment is processed.

The Contractor shall provide an itemized statement of payments to each NON-SDBE subcontractor before final payment is processed.

Date: _____

(Name of Company)

(Signature)

Attest: _____

(Above Name Typed or Printed)

(Title)

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

City of Fayetteville
Affidavit A: Listing of the Good Faith Efforts

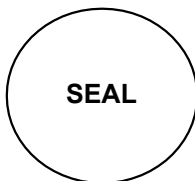
Affidavit of _____
(Name of Bidder)

I have made a good faith effort to comply under the following areas checked:
(A value of 50 points or greater achieves "good faith efforts")

- (1) Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed. Value = Ten (10) points.
- (2) Making the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bid or proposals are due. Value = Ten (10) points.
- (3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation. Value = Fifteen (15) points.
- (4) Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses. Value = Ten (10) points.
- (5) Attending any pre-bid meetings scheduled by the public owner. Value = Ten (10) points.
- (6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors. Value = Twenty (20) points.
- (7) Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing. Value = Fifteen (15) points.
- (8) Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. Value = Twenty-five (25) points.
- (9) Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible. Value = Twenty (20) points.
- (10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands. Value = Twenty (20) points.

In accordance with GS143-128.2 (d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Small Disadvantaged Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by any applicable statutory provision may constitute a breach of the contract. The undersigned hereby certifies that he or she has read the terms of the small disadvantaged business commitment and is authorized to bind the Bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____



State of North Carolina, County of _____
Subscribed and sworn to before me this _____ day of _____ 20_____
Notary Public _____
My commission expires _____

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

**CITY OF FAYETTEVILLE
AND
PUBLIC WORKS COMMISSION OF THE CITY OF FAYETTEVILLE
SDBE/HUB COMPLIANCE PROVISIONS**

Affidavit B: Intent to Perform Contract with Own Workforce:

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the

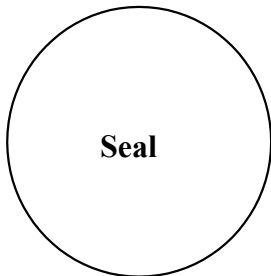
_____contract. (Name of
Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements of the work** on this project with his/her own current workforces; and will complete all elements of this project **without** the use of subcontractors, material suppliers, or providers of professional services.

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

State of North Carolina, County of _____
Subscribed and sworn to before me this ____ day of ____ 20 Notary
Public _____
My commission expires _____

CITY OF FAYETTEVILLE
 AND
 PUBLIC WORKS COMMISSION OF THE CITY OF FAYETTEVILLE
 SDBE/HUB COMPLIANCE PROVISIONS

Affidavit C: Percentage of SDBE/HUB Participation

Affidavit of _____ I do certify that on the
 (Name of Company)

\$

(Project Number)

(Dollar Amount of Total Bid)

I will expend a minimum of _____% of the total dollar amount of the contract with small disadvantaged business enterprises. SDBE's will be employed as subcontractors, vendors, or providers of professional services. Such work will be subcontracted to the following firms listed below.

Name, Address and Phone No.	*SDBE HUB Category	Description	Dollar Value	% of Contract

*SDBE categories: Black-African Americans (B), Hispanic-Americans (H), Asian- Americans (A), Native-Americans (I), Women (F), Socially/Economically Disadvantaged (D)

*HUB Statewide Uniform Certification (SWUC)

Pursuant to G.S. 143-128.2(d), the undersigned will enter into a formal agreement with small disadvantaged firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the Bidder to the commitment herein set forth.

Date: _____

Name of Authorized Officer: _____

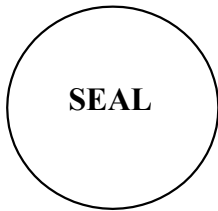
Signature: _____

Title: _____

State of North Carolina, County of _____ Subscribed and sworn to
before me this ____ day of ____ 20

Notary Public _____

My commission expires _____



THIS FORM IS NOT TO BE SUBMITTED WITH THE BID PROPOSAL

**CITY OF FAYETTEVILLE
AND
PUBLIC WORKS COMMISSION OF THE CITY OF FAYETTEVILLE
SDBE/HUB COMPLIANCE PROVISIONS**

Affidavit D: Good Faith Efforts

If Owner determines using reasonable discretion that Affidavit C is insufficient, Bidder agrees to provide the following information regarding any good-faith efforts.

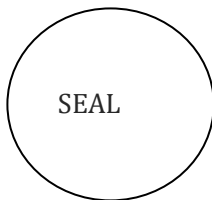
Name, Address and Phone No.	*SDBE/HUB Category	Description	Dollar Value

*SDBE categories: Black-African Americans (B), Hispanic-Americans (H), Asian- Americans (A), Native-Americans (I), Women (F), Socially/Economically Disadvantaged (D)
*HUB Statewide Uniform Certification (SWUC)

Bidder may be requested to provide documentation of the Bidder's good-faith efforts. Examples of documentation may include the following:

- A. Copies of solicitations for quotes to small disadvantaged business firms. Each solicitation may include a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a small disadvantaged business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to small disadvantaged businesses, community or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster.
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for small disadvantaged businesses.
- H. Letter detailing reasons for rejection of a small disadvantaged business due to lack of qualification.
- I. Letter documenting proposed assistance offered to small disadvantaged businesses in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive Bidder.



Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____

State of North Carolina, County of _____

Subscribed and sworn to before me this _____ day of _____ 20__

Notary Public _____

My commission expires _____

**CITY OF FAYETTEVILLE
AND
PUBLIC WORKS COMMISSION OF THE CITY OF FAYETTEVILLE
SDBE/HUB COMPLIANCE PROVISIONS**

Identification of Small Disadvantaged Business Participation

I, _____
(Name of Bidder)

do hereby certify that on this project, we will use the following small disadvantaged business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone No.	Description	*SDBE/HUB Category

*SDBE categories: Black-African Americans (B), Hispanic-Americans (H), Asian- Americans (A), Native-Americans (I), Women (F), Socially/Economically Disadvantaged (D)
*HUB Statewide Uniform Certification (SWUC)

The total value of small disadvantaged business contracting will be (\$)_____.

FAYETTEVILLE PUBLIC WORKS COMMISSION

Supplemental PWC Requirement: Subcontractor Disclosure Form

NON- SDBE/HUB DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor: _____
Address & Phone: _____
Project Name: _____
Pay Application #: _____ Period: _____

The following is a list of payments to be made to subcontractors on this project for the above-mentioned period.

Firm Name and Address	Payment Amount	Owner Use Only

Date: _____

Submitted By: _____

Name

Title

Signature

****SUBCONTRACTOR DOCUMENTS:
SUBMIT WITH EACH PAY REQUEST & FINAL PAYMENT****

F.T.A. CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned _____ certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

**FAYETTEVILLE ANNEXATION PHASE V
AREA 24-B/C CLIFFDALE ESTATES, VILLAGE HILLS, & KINGS MILL SUBDIVISIONS**

CERTIFICATION OF PRIMARY PARTICIPANT

REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Primary Participant, _____ (major third party contractor), certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

Signature

Title

Printed Name

Date

Public Works Commission

Fayetteville, North Carolina

PROPERTY DAMAGE CLAIM FORM

This form is provided as a means for an individual to seek reimbursement from the Public Works Commission of the City of Fayetteville, North Carolina for property damage of an individual or guardian filing this claim. The Fayetteville Public Works Commission is governed by the General Statutes of North Carolina.

Please read and follow instructions below:

1. Fill in all parts of the form. If there are any section(s) that do not apply to your claim, please indicate by placing N/A in the space.
2. Cost estimates must be bona fide estimates for repair or replacement of all damage items listed on this form.
3. Food items should be listed individually on a separate paper and a cost or replacement cost be provided.
4. Total the combined items at the end of the list and transfer that total and all other totals to the Amount of Claim line on the requisition page.
5. Original cost estimates, pictures, or documents should be attached to the completed claim form. (No photocopies will be accepted.)
6. Sign and date the claim form.
7. Return completed form to: Water Resources Engineering Department/Annex
C/O Public Works Commission
P.O. Box 1089
Fayetteville, N.C. 28302-1089

Last Name: _____ First Name: _____ Business

Name (if applicable): _____

Street: _____ City: _____ State: _____ Zip: _____

Home Telephone #: () _____ Work Telephone #: () _____

Email Address (if you would like to be contacted by email): _____

Date of Incident: _____ Time of Incident: _____

Location of Incident: _____

List and describe all damaged property: (Attach additional sheets if necessary)

Owner: *(If different than claimant)*

Name: _____ Daytime Telephone #: () _____

Address: _____

If this property is covered by Insurance Company, list information below:

Insurance Agent: _____ Telephone #: () _____

Insurance Company: _____

Address: _____ State: _____ Zip Code: _____

Policy Number: _____ Expiration Date: _____

VEHICLE DESCRIPTION:

Make and Model: _____ Year: _____

Police Report Number (If available): _____

Give a brief description of what happened: *(Attach additional sheets if necessary)*

Witness(s):

Name: _____ Phone: () _____

Address: _____

AMOUNT OF CLAIM: \$ _____

I acknowledge that all statements provided in this Claim for Damage form is true and that I have signed and dated this statement for authenticity of documents and information.

Claimant Signature: _____

Date: _____

Any questions regarding this claim should be directed to the Water Resources Engineering at (910) 223-4730. The Public Works Commission reserves the right to question any cost estimate(s) prior to acceptance of a claim.

BEFORE MAILING MAKE SURE ALL ESTIMATES AND/OR LISTS ARE ATTACHED

PERFORMANCE AND DELIVERY

PHASE V ANNEXATION PROJECT XI – AREA 24-B/C CLIFFDALE ESTATES, VILLAGE HILLS, & KINGS MILL SUBDIVISIONS

Bid Receipt Date	Tuesday, October 12, 2021 Outside the PWC Administration Building at 2:00 pm 955 Old Wilmington Rd, Fayetteville, NC 28301
Pre-Bid Conference	Thursday, September 23, 2021 at 10:00 am Via Video Conference
Expected Date of Availability	Monday, September 13, 2021
Contract Time/Duration	300 days
Liquidated Damages	\$1,000.00 per day for each day beyond the Final Completion Date
Bid Acceptance Period	Ninety (90) Calendar Days unless otherwise noted.

Questions regarding this bid must be submitted in writing to the attention of Nikole Bohannon, Procurement Advisor, by email to nikole.bohannon@faypwc.com no later than Wednesday, September 29, 2021 by 5:00 pm.

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: **Fayetteville Annexation Phase V -
Project XI – Area 24-B/C Cliffdale Estates, Village Hills, & Kings Mill
Subdivisions**

The OWNER has considered the BID submitted by you for the above-described work in response to its Advertisement for Bids dated **Tuesday, October 12, 2021** and Information for Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of \$_____.

You are required by the Information for Bidders to execute the Contract and furnish the required Contractor's Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date of this NOTICE to you.

If you fail to execute said Contract and to furnish said Bonds within ten (10) days from the date of this NOTICE, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20_____.

OWNER: FAYETTEVILLE PUBLIC WORKS COMMISSION
 OF THE CITY OF FAYETTEVILLE, NC

By: Trent Ensley

Title: Procurement Manager

ACCEPTANCE OF AWARD

ANNEXATION PHASE V, PROJECT XI – AREA 24-B/C CLIFFDALE ESTATES, VILLAGE HILLS, & KINGS MILL SUBDIVISIONS

Receipt of the preceding NOTICE OF AWARD is hereby acknowledged this the _____ day
of _____, 2021.

Contractor

By: _____

Title: _____

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (“Agreement”) is made by and between the City of Fayetteville (the “City”), by and through the Fayetteville Public Works Commission (“PWC”), a North Carolina public authority, and _____ (“Contractor”), a _____ (*specify type of legal entity, state of formation, and if not formed in NC, confirm NC registration to do business*) (each of each of PWC and Contractor is a “Party” and both are collectively the “Parties”) as of the date of execution last written below (the “Effective Date”). The Parties agree as follows:

1. The Construction Project. Contractor shall furnish and bear solely the entire cost of all labor and materials necessary for the construction and/or renovation of the Project (defined hereinbelow) as specified in the Contract Documents (defined hereinbelow) and complete all Work on the Project in a workmanlike manner in strict accordance with the Contract Documents, schedule delivery of the new materials, furnish and bear solely the entire cost of all supervision, contract administration, equipment, tools, and other means necessary to complete the Project, perform every obligation imposed by the Contract Documents, and be solely responsible for the clean-up and disposal of all materials and debris relating to or arising from the construction and renovation, subject to any exceptions that are specifically set forth in the Contract Documents. Except as otherwise specifically provided in the Contract Documents, Contractor is solely responsible for all construction means, methods, techniques, sequences, procedures, safety precautions or programs, supervising, coordinating, and performing all the Work necessary to complete the Project; provided, however, PWC shall have the right, without incurring any liability to the Contractor, to suspend Contractor’s performance when a PWC employee, in his or her opinion, observes a safety violation involving a threat to life or imminent danger of bodily injury, and the suspension shall remain in effect until Contractor remedies the safety violation.

2. Terms. Capitalized terms used in this Agreement have the meaning specified below:

“Business Day” means each calendar day that is not a Saturday, Sunday, holiday observed by the federal government for its employees, or holiday observed by the State of North Carolina for its employees.

“Completion of the Project” means: (i) the Project is completed in accordance with this Agreement, except for punch list items; (ii) PWC has received any required temporary or final certificate of occupancy from the governmental agency with jurisdiction over the Project; and (iii) the registered architects or engineers (the “Designer(s)”) who designed portions or components of the Project have issued certificates of Completion of the Project as to those portions or components.

“Contract Documents” means the following documents that were either made available to Contractor by PWC during the bid solicitation process (including Drawings) or executed by the Parties or both, which are all incorporated by reference herein:

- a. This Agreement
- b. Advertisement for Bids
- c. Invitation to Bid

- d. Instructions to Bidders
- e. Bid Proposal Checklist
- f. Bid Forms, including but not limited to Technical Evaluation Criteria, Bid Proposal, Bid Summary, Bidder Agreement, and List of Subcontractors
- g. City of Fayetteville Small Disadvantaged Business Enterprise Program Requirements'
- h. PWC Property Damage Claim Form
- i. Performance and Delivery
- j. Notice of Award
- k. Acceptance of Award
- l. Performance Bond
- m. Payment Bond
- n. Certificates of Insurance
- o. Power of Attorney
- p. Notice to Proceed and Acceptance
- q. Definitions
- r. General Conditions
- s. Special Provisions
- t. Measurement and Payment
- u. Submittals
- v. Schedule of Shop Drawing Submissions
- w. Construction Schedule
- x. Quality Control
- y. Appendices
- z. Technical Specifications (Volume II)

The following documents may be delivered or issued on or after the Effective Date of the Agreement and may not be attached to this Agreement, but are considered Contract Documents when executed by the Parties:

- m. Notice to Proceed and Acceptance of Notice
- n. Work Change Directive(s)
- o. Change Order(s)
- p. Field Order(s)

There are no Contract Documents other than those identified in this Agreement. The Contract Documents may only be amended, modified, or supplemented as provided in this Agreement in a writing signed by the Parties.

“Fault” means a breach of contract by Contractor, negligent, reckless, or intentional act(s) or omission(s) constituting a tort under applicable statutes or common law by one or more Responsible Persons, or violation(s) of applicable statute(s) or regulation(s) by a Responsible Person.

“Project” means (insert general description), as more specifically set forth in the Contract Documents.

“Responsible Person” means the Contractor and each of its employees, agents, representatives, subcontractors, or other persons and entities for which Contractor may be liable or responsible as a result of any statutory, tort, or contractual duty.

The terms used in this Agreement shall have the meaning as stated herein and in the Definitions and Terminology. In the event of a conflict between the terms of this Agreement and any other component(s) of the Contract Documents, the terms of this Agreement shall govern.

3. Contract Price. PWC shall pay Contractor for Completion of the Project in accordance with the Contract Documents the amount identified in the accepted Bid Form of Contractor, being in the total amount of \$ [REDACTED] (the "Price"). Contractor understands and acknowledges that the Price is derived from a specific appropriation of funds provided for the Project. Contractor agrees and acknowledges the Price is equal to the aggregate cost of all Work to be done on the Project, including all labor, materials, equipment, apparatus, and supplies, set in accordance with the amount specified on the Bid Form submitted by Contractor and accepted by PWC.

4. Contract Times. The Parties shall perform their obligations under this Agreement in compliance with all scheduling deadlines set forth in the Contract Documents. The Contractor shall commence the Work to be performed under this Agreement on a date to be specified in accordance with the Notice to Proceed issued by PWC. Contractor shall achieve Completion of the Project no later than [REDACTED], plus any modifications thereof allowed in accordance with the General Conditions (the "Completion Date").

5. Payment. PWC shall pay Contractor in installment payments plus a final payment, as set forth in the Contract Documents. For each applicable installment payment, Contractor shall submit an Application for Payment in accordance with the Contract Documents. An Application for Payment will be processed by PWC as provided in the Contract Documents. Such installment payments shall reflect the actual cost of the Work, not to exceed in total the Price, and the allocable portion of the total Price for said installment. PWC shall make payment to the Contractor, less any applicable retainage set forth in the Contract Documents; provided, however, that PWC may withhold all or a portion of a payment on account of (1) incomplete Work, (2) defective or nonconforming Work, (3) claims filed or a reasonable basis to believe that such claims will be filed imminently, (4) failure of the Contractor to make payments properly for labor, services, materials, equipment or subcontracts, (5) damages caused to PWC or another party by one or more Responsible Persons, or (6) failure to comply with the terms and conditions of this Agreement. In the final payment, PWC shall pay the balance of the Price, including all retained amounts, less any Liquidated Damages and other applicable damage and claim amounts, to Contractor; provided, however, that PWC may withhold a reasonable sum from the final payment to ensure correction of any final items or condition on the Project.

6. Retainage. Subject to any restrictions applicable to any federal grant funds that may be utilized for the Project, PWC may, in its discretion, retain up to five percent (5%) of any periodic payment due Contractor; provided, however, when the Project is fifty percent (50%) complete, PWC, with written consent of the surety, shall not retain any further retainage from periodic payments due Contractor if Contractor continues to perform satisfactorily and any nonconforming Work identified in writing prior to that time by PWC or the Designer has been corrected by Contractor and accepted by PWC or the Designer, and provided further that full payment, less authorized deductions, shall also be made for those line item trades that have reached one hundred percent (100%) completion of their contract obligations by or before the Project is fifty percent (50%) complete if Contractor has performed satisfactorily in accordance with G.S. 143-134.1(b2), contingent upon PWC's receipt of an approval or certification from the Designer that the Work performed by the subcontractor is acceptable and in accordance with the Contract Documents. If PWC determines Contractor's performance is unsatisfactory, PWC may,

in its discretion, reinstate retainage for each subsequent periodic Application for Payment as authorized in this Section up to the maximum amount of five percent (5%). The Project shall be deemed fifty percent (50%) complete when Contractor's gross project invoices, excluding the value of materials stored off-site, equal or exceed fifty percent (50%) of the Price, except the value of materials stored on-site shall not exceed twenty percent (20%) of Contractor's gross project invoices for the purpose of determining whether the Project is fifty percent (50%) complete. Within 60 days after the submission of a pay request and one of the following occurs, as specified in the Contract Documents, PWC, with written consent of the surety, shall release to Contractor all retainage on payments held by PWC: (i) PWC receives a certificate of substantial completion from the Designer in charge of the Project; or (ii) PWC receives beneficial occupancy or use of the Project; provided, however, PWC may in its discretion retain sufficient funds to secure Completion of the Project or corrections on any Work. If PWC retains funds, the amount retained shall not exceed two and one-half 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 Contractor's surety. The existence of any third-party claims against Contractor or any additive change orders to the Construction Documents shall not be a basis for delaying the release of any retainage on payments. Notwithstanding anything in this Section to the contrary, following fifty percent (50%) completion of the Project, PWC shall be authorized to withhold additional retainage from a subsequent periodic payment, not to exceed five percent (5%), in order to allow PWC to retain two and one-half percent (2.5%) total retainage through the Completion of the Project. In the event that PWC elects to withhold additional retainage on any periodic payment subsequent to release of retainage on a line-item of Work pursuant to G.S. 143-134.1(b2), Contractor may also withhold from the subcontractors remaining on the project sufficient retainage to offset the additional retainage held by PWC, notwithstanding the actual percentage of retainage withheld by PWC of the Project as a whole. Neither PWC's nor Contractor's release of retainage on payments as part of a payment in full on a line-item of work pursuant to G.S. 143-134.1(b2) shall affect any applicable warranties on Work done by Contractor or subcontractor, and the warranties shall not begin to run any earlier than either PWC's receipt of a certificate of substantial completion from the Designer in charge of the Project or PWC receives beneficial occupancy.

7. Liquidated Damages. Time is of the essence with respect to performance of each of the Parties' obligations under this Agreement. Contractor recognizes and acknowledges that PWC will suffer financial and other losses if the Project is not completed by the Completion Date. The Parties recognize and agree that the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by PWC if the Project is not completed by the Completion Date. Accordingly, instead of requiring any such proof, Contractor and PWC agree that in the event Contractor fails to achieve Completion of the Project by the Completion Date, Contractor shall pay to PWC as liquidated damages to compensate PWC for damages related to the delayed Completion of the Project the daily amount specified in the Contract Documents ("Liquidated Damages") for each calendar day Contractor fails to achieve completion of the Work by the Completion Date.

8. Contractor's Representations and Warranties. In order to induce PWC to enter into this Agreement, Contractor makes the following representations and warranties to PWC:

a. Contractor is duly licensed in the State of North Carolina to complete all Work necessary for the Project, is duly organized, validly existing and in good standing and has all requisite powers, rights, and authority to execute, enter into, and perform this Agreement in accordance with the terms and conditions of this Agreement, and this Agreement constitutes a legal, valid, and binding obligation of Contractor enforceable against it in accordance with its terms.

b. Contractor has read the Contract Documents, and acknowledges and understands all data, materials, specifications, and requirements identified in the Contract Documents.

c. Contractor has visited the site for the Project, conducted a thorough, visual examination of the site and adjacent areas, and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance in completing the Project.

d. Contractor is familiar with and is satisfied as to all laws and regulations that may affect cost, progress, and performance to complete the Project.

e. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the site and all drawings of physical conditions relating to existing surface or subsurface structures at the site that have been identified in the Detail Specifications and any accompanying reports and drawings, and (2) reports and drawings relating to hazardous environmental conditions, if any, at or adjacent to the site that have been identified in the Contract Documents and any accompanying reports and drawings.

f. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, if any, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

g. Based on the information and observations referred to in subsection e. of this Section, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Price commencing on the commencement date and in accordance with the other terms and conditions of the Contract.

h. Contractor is aware of the general nature of work to be performed by PWC and others at the Site that relates to the Work as indicated in the Contract Documents.

i. Contractor has given PWC's Designer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by the Designer is acceptable to Contractor.

j. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

k. Contractor's entry into this Agreement constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

I. Contractor has no business or personal relationship with any PWC Commissioner, officer, director, manager, or supervisor and Contractor covenants to disclose immediately to PWC any such relationship that develops during the performance of Work on the Project.

9. Contractor's Payment Obligations. Contractor shall pay all of its obligations arising out of or in connection with the Project in a timely manner to all persons supplying materials in the prosecution of the Work and to all laborers and others employed thereon.

10. Performance and Payment Bonds. Contractor shall obtain and deliver to PWC a performance bond in the amount of one hundred percent (100%) of the Price, conditioned upon the faithful performance of the Project and all Work in accordance with the Contract Documents, which bond shall be solely for the protection of PWC. Contractor shall obtain and deliver to PWC a payment bond in the amount of one hundred percent (100%) of the Price, conditioned upon the prompt payment for all labor or materials for which the Contractor or one or more of its subcontractors is liable, which payment bond shall be solely for the protection of the persons furnishing materials or performing labor for which the Contractor is liable. The performance bond and the payment bond shall be executed by one or more surety companies legally authorized to do business in the State of North Carolina, shall become effective upon the awarding of the construction contract by PWC to Contractor, and shall at all times comply with the requirements set forth in Article 3 of North Carolina General Statutes Chapter 44A. In the event PWC deems the surety or sureties upon any bond necessary for this Agreement and the completion of the Project, or if for any reason, such bond ceases to be adequate to cover the performance and/or payment of the Work, Contractor shall, at its expense, within ten (10) days after the receipt of notice from PWC, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to PWC. In such event no further payment to Contractor shall be deemed to be due under this Agreement until new or additional security for the performance and payment of the Project shall be furnished in manner and form satisfactory to PWC. Contractor understands and acknowledges that PWC, as a public authority, and the City, as a municipal corporation, are not subject to the provisions of Articles 1 and 2 of Chapter 44A of the General Statutes, in accordance with G.S. 44A-34 and applicable law.

11. Contractor's Damage Repair Obligations. Contractor shall be responsible for all damages to the property of the City and of PWC that may result from the normal procedure of a Responsible Person's actions in the prosecution of the Work or that may be caused by or result from the negligence of a Responsible Person during the progress of or connected with the prosecution of the Work, whether within the limits of the Work or elsewhere. Contractor shall promptly restore all such property so damaged to a condition as good as it was immediately prior to Contractor initiating the Work on the Project.

12. Defective Work. The Project shall be subject to observation and approval by PWC, Designer, and representatives of governmental agencies with jurisdiction over the Project. PWC and Designer shall be entitled to enter at all reasonable times the premises subject to construction or renovation to inspect the Work performed by or on behalf of Contractor, provided that such entry and inspection does not materially interfere with the progress of construction. Contractor shall correct promptly, at no cost to PWC, all Work reasonably rejected by PWC or by its representatives. Should Contractor fail to correct rejected Work, PWC may, acting in its sole discretion, correct such Work and the Contractor shall pay PWC's actual costs of correction and any other applicable amounts identified in the General Conditions.

13. As-Built Drawings. Contractor shall maintain during the progress of the Project as-built drawings indicating the current status of the Project as actually performed. Upon Completion of the Project, Contractor shall prepare a final version of such as-built drawings and submit them to PWC for approval.

14. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties, their legal representatives, successors, and assigns. Contractor may not assign, transfer, convey, or encumber, whether voluntarily or by operation of law, this Agreement or any obligations, rights under, or interests in this Agreement to a third party without the prior written consent of PWC; and, specifically, but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

15. Indemnity. Contractor shall indemnify, defend, and hold harmless PWC and its Commissioners, officers, employees, agents, and representatives and the City and its elected officials, managers, employees, agents, and representatives and Designer (collectively "Indemnitees") from and against all claims, actions, liabilities, damages, losses, costs, and expenses (including, without limitation, injury to or death of any persons and damage to property, economic and consequential damages and attorneys' fees) asserted by one or more third parties against one or more of the Indemnitees if the Fault of one or more Responsible Persons is a proximate cause of the loss, damage, or expense indemnified. Contractor's obligation to indemnify, defend, and hold harmless the Indemnitees shall survive the termination of this Agreement.

16. Insurance. Contractor shall maintain during the completion of the Project and for at least three (3) years thereafter the insurance coverage set forth in the Contract Documents, which insurance shall be placed with insurance companies authorized to do business in the State of North Carolina and rated A minus VII or better by the current edition of Best's Key Rating Guide or otherwise approved in writing by PWC. Prior to initiating any Work on the Project, Contractor shall deliver certificates of insurance confirming each such coverage required by the Contract Documents, and Contractor shall direct its insurers to provide annually to PWC certificates confirming each such coverage during the coverage period. PWC shall be named as an additional insured in the comprehensive automobile and commercial liability insurance policies. Commercial general liability coverage shall be written on an "occurrence" basis. Contractor shall not reduce or allow the required insurance coverages to lapse without PWC's prior written approval. All policies for insurance must be endorsed to contain a provision giving PWC a thirty (30) calendar day prior written notice by certified mail of any cancellation of that policy or material reduction in coverage. Should a notice of cancellation be issued for non-payment of premiums or any part thereof, or should Contractor fail to provide and maintain certificates as set forth herein, PWC shall have the right, but shall not have the obligation, to pay such premium to the insurance company or to obtain such coverage and to deduct such payment from any sums that may be due or become due to Contractor, or to seek reimbursement for said payments from Contractor. Any such sums paid by PWC shall be due and payable immediately by Contractor upon notice from PWC. The insurance provisions of this Agreement shall not be construed as a limitation on Contractor's responsibilities and liabilities pursuant to the terms and conditions of this Agreement. Contractor's obligation to maintain insurance for three (3) years after Completion of the Project shall survive the termination of this Agreement.

17. Warranty. Contractor's warranties to PWC pursuant to the General Conditions shall be in addition to, and not in derogation of, all other rights and privileges which PWC may have under law, equity, or instrument, and shall survive the Completion Date and the final settlement and shall be binding on Contractor notwithstanding any provision in any other writing executed by PWC heretofore or contemporaneous with the execution of the Agreement or prior to the Completion Date.

18. Waiver. No failure on the part of any party to exercise, and no delay in exercising, any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further cumulative and not exclusive of any remedies provided by law. This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, successors, and assigns. This Agreement may not be assigned, transferred, conveyed, or encumbered, whether voluntarily or by operation of law, by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

19. Law. THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PROVISIONS THEREOF. The Contractor shall at all times comply with all applicable Federal, state, and local laws and building codes in the performance of its obligations under the Agreement.

20. Dispute Resolution. In the event of any dispute, controversy, or claim of any kind or nature arising under or in connection with this Agreement (a "Dispute") and involving any two or more of the following parties, PWC, Designer, Contractor or any subcontractor of Contractor, the party initiating the Dispute shall serve written notice of a Dispute on the party(ies) to the dispute, and those parties shall endeavor to settle the dispute first through direct, informal discussions between the parties' selected representatives. Any such representative(s) shall have binding authority to settle the Dispute. In the event the parties do not settle the Dispute within ten (10) days from the date of written notice of the Dispute, any party to the Dispute may, by written notice to the other party(ies), engage a mediator certified under the laws of the State of North Carolina to mediate the Dispute within thirty (30) days of such notice. The parties to the Dispute shall attend mediation in good faith. In the event mediation is unsuccessful, any party to the dispute may initiate arbitration proceedings. Any controversy or claim arising out of or relating to the Contract Documents, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. All of the foregoing dispute resolution procedures shall be held in Cumberland County, North Carolina. The costs of the mediator and arbitrator in a dispute resolution process shall be divided equally among the parties to the process; provided, however, PWC shall bear at least one-third of the cost if PWC is a party to the dispute resolution and the remainder of the cost shall be divided equally among the other parties participating in the dispute resolution. PWC shall, in its contractual arrangements with Designer, and Contractor shall, in its contracts with subcontractors and they in their contracts with lower-tier subcontractors authorize and direct such parties to participate in the dispute resolution procedures set forth in this Section. Unless otherwise directed in writing by PWC, Contractor shall continue the Project and maintain compliance with the scheduling deadlines set forth in the Contract Documents during any dispute resolution proceedings. If Contractor continues to perform, PWC shall make payments due for the continued performance in accordance with this Agreement. The provisions of this Section shall not extend any applicable statutes of limitation or repose.

21. Execution; Modification; Entire Agreement; Severability. This Agreement may be executed in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement. For purposes of this Agreement, a facsimile copy or scanned copy or photocopy of a party's signature shall be sufficient to bind such party. This Agreement shall be subject to execution by electronic means in accordance with Article 40 of Chapter 66 of the North Carolina General Statutes. No oral communication, promise, understanding, or agreement before, contemporaneous with, or after the execution of this Agreement shall affect or modify any of the terms and conditions and obligations of the Contract Documents. The Contract Documents shall be modified only by a subsequent writing signed by both Parties. The Contract Documents shall be conclusively considered to contain and express all the terms and conditions agreed upon by the Parties, notwithstanding any prior or contemporaneous written communication, promise, understanding or agreement. Should any provision of this Agreement or any of the Contract Documents at any time be in conflict with any law, statute, rule, regulation, order, or ruling and thus be unenforceable, or be unenforceable for any other reason, then the remaining provisions of this Agreement shall remain in full force and effect and the court or arbitrator shall give the offending provision the fullest meaning and effect permitted by law. The titles of the Sections throughout this Agreement are for convenience only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this instrument.

22. Notices. Any notice which either Party is required or desires to give the other hereunder shall be deemed sufficiently given if, in writing, it is delivered personally, or sent by certified U.S. mail, return-receipt requested, postage prepaid, to the addresses listed herein below, or such other address as either Party shall give to the other Party by written notice in accordance herewith. Any notice given herein by personal delivery shall be deemed delivered when received. Any properly addressed notice given herein by certified mail shall be deemed delivered on third Business Day after the same is deposited in an official United States Post Office, postage prepaid, or if sooner upon the date when the return receipt therefore is signed, or refusal to accept the mailing by the addressee is noted thereon by the postal authorities.

To PWC:
Fayetteville Public Works Commission
Attn: Elaina L. Ball, CEO/General Manager
PO Box 1089
Fayetteville, NC 28302

To Contractor:
[INSERT MAILING ADDRESS]

23. Termination. This Agreement may be terminated in accordance with the General Conditions.

24. Compliance. Contractor hereby acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. Contractor further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with N.C.G.S. §64-26(a). Contractor hereby pledges, attests, and warrants through execution of this Agreement

that Contractor complies with the requirements of Article 2, Chapter 64 of the North Carolina General Statutes and further pledges, attests, and warrants that all subcontractors currently employed by or subsequently hired by Contractor shall comply with all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement. Contractor hereby further acknowledges that the execution and delivery of this Agreement constitutes Contractor's certification to PWC and to the North Carolina State Treasurer that, as of the date of the Effective Date of this Agreement, Contractor is not listed on (a) the Final Divestment List created and maintained by the North Carolina Department of State Treasurer pursuant to the Iran Divestment Act of 2015, Chapter 147, Article 6E of the General Statutes of North Carolina (the "Iran Divestment Act"); or (b) the list of companies that the North Carolina State Treasurer determines to be engaged in a boycott of Israel in accordance with Article 6G of Chapter 147 of the General Statutes of North Carolina. Contractor represents and warrants to Commission that Contractor, and all persons and entities owning (directly or indirectly) an ownership interest in it: (i) are not, and will not become, a person or entity with whom a party is restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001, Executive Order 13224 Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action; and (ii) are not knowingly engaged in, and will not knowingly engage in, any dealings or transactions or be otherwise associated with such persons or entities described in clause (i) above. Contractor also shall at all times during the term of this Agreement comply with Executive Order 11246, including but not limited to the Equal Opportunity Clause requirements set forth in 41 C.F.R. § 60-1.4. Contractor shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a) prohibiting discrimination against qualified individuals on the basis of protected veteran status or disability and requiring affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

The City of Fayetteville, by and through the Fayetteville Public Works Commission

[CONTRACTOR FULL LEGAL NAME]

By: _____
Elaina L. Ball, CEO/General Manager

By: _____
_____, _____
(Printed Name) (Title)

Date: _____

Date: _____

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act (N.C. Gen. Stat. § 159-1 et seq.).

By: _____
Rhonda Haskins, Chief Financial Officer

Approved as to form:

James P. West, Chief Legal Officer

PERFORMANCE BOND

Date of Contract: _____

Date of Execution: _____

Name/Address of Principal: _____

Name/Address of Surety: _____

Name of Contracting
Body: Fayetteville Public Works Commission

Amount of Bond (Printed): _____

Project: Fayetteville Annexation Phase V
Project XI – Area 24-B/C Cliffdale Estates, Village Hills, & Kings Mill Subdivisions

KNOW ALL MEN BY THESE PRESENTS, That We, the Principal and Surety above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal entered into a certain Contract with the Contracting Body, identified as shown above and hereto attached.

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions there of that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any Guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in _____ counterparts.

Witness:

(Proprietorship or Partnership)

ATTEST: (Corporation)

By: _____

Title: _____
(Corporate Secretary or Assistant Secretary, Only)

Witness:

Countersigned:

N.C. Licensed Resident Agent

(Name and Address – Surety Agency)

(Surety Company Name and NC Regional
Or Branch Office Address)

CONTRACTOR:

(Contractor: Trade or Corporate Name)

By: _____

Title: _____
(Owner, Partner, or Corporate President or
Vice President, Only)

(CORPORATE SEAL)

SURETY COMPANY:

By: _____

Title: _____
(Attorney in Fact)

(SURETY CORPORATE SEAL)

PAYMENT BOND

Date of Contract: _____

Date of Execution: _____

Name/Address of Principal: _____

Name/Address of Surety: _____

Name of Contracting
Body: Fayetteville Public Works Commission

Amount of Bond (Printed): _____

Project: Fayetteville Annexation Phase V
Project XI – Area 24-B/C Cliffdale Estates, Village Hills, & Kings Mill Subdivisions

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal entered into a certain Contract with the Contracting Body, identified as shown above and hereto attached.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said Contract, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in _____ counterparts.

Witness:

(Proprietorship or Partnership)

ATTEST: (Corporation)

By: _____

Title: _____
(Corporate Secretary or Assistant Secretary, Only)

Witness:

Countersigned:

N.C. Licensed Resident Agent

(Name and Address – Surety Agency)

(Surety Company Name and NC Regional
Or Branch Office Address)

CONTRACTOR:

(Contractor: Trade or Corporate Name)

By: _____

Title: _____
(Owner, Partner, or Corporate President or
Vice President, Only)

(CORPORATE SEAL)

SURETY COMPANY:

By: _____

Title: _____
(Attorney in Fact)

(SURETY CORPORATE SEAL)

CERTIFICATES OF INSURANCE
(ATTACH)

POWER OF ATTORNEY
(ATTACH)

NOTICE TO PROCEED

TO: _____

DATE: _____

PROJECT: Fayetteville Public Works Commission

Fayetteville Annexation Phase V
Project XI – Area 24-B/C Cliffdale Estates,
Village Hills, & Kings Mill Subdivisions

You are hereby notified to commence work in accordance with the Contract dated on the _____
day of _____, 20____ on or before the _____ day of _____
_____, 20____, and you are to complete all work within **300** consecutive calendar days thereafter.
The date of Final Completion therefore is _____.

Fayetteville Public Works Commission

By: _____
Trent Ensley
Procurement Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED
is hereby acknowledged this ____ day of _____, 20_____.

CONTRACTOR

By: _____

Title: _____

00600 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. The Following Terms will be used throughout these Contract Documents.

1. **Addenda** - Written or graphic instruments issued prior to the opening of Bids, which clarify, correct, or change the Bidding Requirements or the Contract Documents.
2. **Application for Payment** - The form acceptable to OWNER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
3. **Bid** - The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
4. **Bidder** - The person, firm, or corporation who submits a Bid for Work directly to OWNER.
5. **Bidding Documents** - The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).
6. **Bidding Requirements** - The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.
7. **Bonds** – Bid, Performance, and Payment bonds and other instruments of security.
8. **Change In Work Delays** - Delays due to changes in the Work that alters the original scope of the Contract and impacts the critical path (delays the controlling operation).
9. **Change Order** - A document recommended by PROJECT ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Contract.
10. **Change Order Request (COR)** - A written document submitted by the CONTRACTOR requesting an adjustment to the Contract sum or an extension of the Contract time for approval by the OWNER.
11. **Claim** - A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
12. **Claim (Property Damage)** - Any form of injury or damage caused to the property, either personal or real due to the negligence of the CONTRACTOR as detailed by claimant.
13. **Claimant** – A person or entity that notifies the OWNER of possible damage to property caused as a result of the Work.

14. **Contract** - The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
15. **Contract Documents** - The combined bid documents (Instructions to Bidders, Special Provisions, etc.), technical specifications, contract drawings, and all addenda. Shop drawing submittals and the reports and drawings referred to Paragraphs 4.02 are not Contract Documents.
16. **Contract Price** - The monies payable by OWNER to CONTRACTOR for completion of the Work in accordance with the CONTRACT and all executed Change Orders.
17. **Contract Time** - The number of days or the dates stated in the Contract to complete the Work so that it is ready for final payment as evidenced by PROJECT ENGINEER written recommendation of final payment.
18. **CONTRACTOR** - The individual or entity with whom OWNER has entered into the Contract.
19. **Critical Path** - The sequence of activities in the schedule for which an adjustment in the duration of any activity results in a corresponding adjustment in the overall schedule duration.
20. **Drawings** - The drawings which show the scope, extent and character of the Work to be furnished and performed by CONTRACTOR and which have been prepared or approved by PROJECT ENGINEER and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.
21. **Day** - The word “day” shall constitute a calendar day of 24 hours measured from midnight to the next midnight.
22. **Defective** - The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to PROJECT ENGINEER recommendation of final payment.
23. **DESIGN ENGINEER** - The Engineering firm identified on the Contract Drawings and their duly authorized agents, such agents acting within the scope of the particular duties entrusted to them in each case.
24. **DESIGN ENGINEER's Consultant** - An individual or entity having a Contract with DESIGN ENGINEER to furnish services as DESIGN ENGINEER's independent professional associate or consultant with respect to the Project.
25. **Effective Date of the Contract** - The date upon which the OWNER and CONTRACTOR have signed and sealed the Contract.
26. **Excusable Delay** – Any delay beyond the control and without the fault or negligence of CONTRACTOR caused by events or circumstances such as, but not limited to, acts of God or of public enemy, acts of government other than OWNER, fires, floods, epidemics, quarantine restrictions, freight embargoes, hurricanes, tornadoes, unusually severe weather.
27. **Free Haul Limit** – area within 2 miles of the project limits, one way.

28. **Hazardous Environmental Condition** - The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.
29. **Hazardous Waste** - The term Hazardous Waste shall have the meaning provided in the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
30. **Inexcusable Delay** - Any delay caused either by (A) events or circumstances within the control of CONTRACTOR, such as inadequate manpower, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight, or diligence on the part of CONTRACTOR, or (B) labor disputes.
31. **Laws and/or Regulations** - Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
32. **Liens** - Charges, security interests, or encumbrances upon Project funds.
33. **Milestone** - A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Final Completion of all the Work.
34. **Notice of Award** - The written notice by OWNER to the bidder stating that upon timely compliance by the successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Contract.
35. **Notice to Proceed** - A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.
36. **Non Compliance Notice (NCN)** – A written notice given by the OWNER to CONTRACTOR indicting a violation in Contract Terms.
37. **OWNER** - The public entity with whom CONTRACTOR has entered into the Contract and for whom the Work is to be provided. OWNER is the Fayetteville Public Works Commission, acting through its authorized representatives, primarily the Water Resources Engineering Department located at 955 Old Wilmington Road, Fayetteville, NC.
38. **Partial Utilization** - Use by OWNER of a completed part of the Work for the purpose for which it is intended (or a related purpose) prior to completion of all the Work.
39. **OWNER's Consultant** - An individual or entity having a Contract with the OWNER to furnish services as the OWNER's independent professional associate or consultant with respect to the Project.
40. **Project** - The Work to be performed under the Contract Documents.
41. **PROJECT COORDINATOR** - The authorized representative of PROJECT ENGINEER who may be assigned to the Site or any part thereof.
42. **PROJECT ENGINEER** - Person assigned by the Fayetteville Public Works Commission's Water Resources Engineering Department, to coordinate, manage, monitor, and shall administer the

construction program working with DESIGN ENGINEER on engineering questions concerning the Project. The PROJECT ENGINEER has the authority to approve any changes in scope of Work.

43. **Recovery Plan** - Documentation submitted by the CONTRACTOR describing when a project is anticipated be completed to include revisions to schedule and additional workforce.
44. **Request for Information (RFI)** - A written document from the CONTRACTOR to the PROJECT ENGINEER requesting clarification or information concerning the Contract Documents and/or the Contract Drawings.
45. **Request for Proposal (RFP)** - A written document from the OWNER requesting the CONTRACTOR submit a proposal for work outside the scope of the Contract and its provisions.
46. **Samples** - Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
47. **Shop Drawings/Submittals** - All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.
48. **Site** - Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.
49. **Specifications** - That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
50. **Subcontractor** - An individual or entity having a direct Contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.
51. **Special Provisions** - That part of the Contract Documents which amends or supplements the Contract Documents.
52. **Supplier** - A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct Contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.
53. **Underground Facilities** - All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
54. **Weather Delays** - Delays that affect the standard daily production of the contract 50% or more as established by the submitted baseline schedule, or the accepted amended schedule.
55. **Work** - The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and

furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

- 56. Work Change Directive** - Work initiated in the field affecting Contract Price and/or Contract Times. The PROJECT COORDINATOR and/or PROJECT ENGINEER may give CONTRACTOR a directive to proceed with Work which shall be included in a subsequent Change Order.

1.02 Terminology

A. Intent of Certain Terms or Adjectives

1. Whenever in the Contract Documents the terms “as allowed,” “as approved,” or terms of like effect or import are used, or the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination PROJECT ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to PROJECT ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of the Contract Documents.

B. Furnish, Install, Perform, Provide

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, “provide” is implied.

- C. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

**DIVISION 1
GENERAL REQUIREMENTS**

00700 – GENERAL CONDITIONS

PART 1. PRELIMINARY MATTERS

1.01 Scope of Work

- A. The Contractor shall furnish all implements, machinery, tools, equipment, materials, labor, and all other incidentals necessary to perform the Work as required under the terms of these Contract Documents.

1.02 Performance and Payment Bonds

- A. The Contractor, at the time of the execution of the Contract shall be required to furnish a Performance Bond and Payment Bond in an amount equal to at least one-hundred percent (100%) of the Contract price as security for the faithful performance of this Contract and as security for the payment of all persons performing labor and furnishing materials and equipment in connection with this Contract in accordance with N.C.G.S. Chapter 44A, Article 3.
- B. The corporate surety furnishing the bonds shall be authorized to do business in the state of North Carolina, and shall be acceptable to the Commission. All contract payment bonds and contract performance bonds shall be executed on “Performance Bond” and “Payment Bond” forms provided in these Contract Documents (or attached thereto) and be countersigned by a regularly authorized agent of the corporate surety who is resident in North Carolina and who is licensed by the North Carolina Department of Insurance.
- C. In all Performance and Payment Bonds, the provision that no suit, action, or proceeding by reason of any default whatsoever shall be brought on this Bond after a specified number of months shall be fixed at twelve (12) months. The face value of the Bond shall be one-hundred percent (100%) of the Contract price for a period of twelve (12) months following the day when the last of the labor was performed, or equipment was furnished, or final settlement was made with the Contractor, whichever occurs last.
- D. Whenever the Surety or Sureties on the bond so furnished shall be deemed by the Commission to be insufficient or unsatisfactory, the Contractor, within ten (10) days after notice to that effect shall furnish and deliver a new bond to the Commission in the same penalty and on the same conditions with Surety satisfactory to the Commission and this duty shall continue on the part of the Contractor, whenever and so often as the Commission shall require a new bond with a satisfactory Surety or Sureties. If the Contractor shall fail to furnish such bond, within ten (10) days after said notice is mailed to his address, the Commission through its proper agent or agents, may stop all further work under said Contract and complete the unfinished work at the expense of the Contractor.

1.03 Insurance

A. The insurance required for this contract is as follows:

1. Commercial General Liability ISO #CG 00 01 10 93: The Contractor shall take out and maintain during the life of this contract commercial general liability insurance with limits of \$1,000,000 per occurrence; \$2,000,000 aggregate other than products/completed operations; \$2,000,000 aggregate for products/completed.
2. Automobile Liability ISO #CA 00 01 12 93: The Contractor shall take out and maintain during the life of this contract automobile liability insurance in an amount not less than \$300,000 combined single limit per accident for bodily injury and property damage from owned, non-owned, and hired automobiles.
3. Workers' Compensation and Employers' Liability Insurance: The Contractor shall take out and maintain during the life of this contract workers' compensation insurance as required by the laws of the State of North Carolina and Employers' Liability.
4. Property Insurance: If contracted to construct a building, the Contractor shall purchase and maintain "Builder's Risk" insurance. This insurance shall include the interests of the Fayetteville Public Works Commission, the Contractor and Subcontractors and shall be written on a one hundred percent (100%) completed value basis (full value as of the date that all construction is finished and includes the Contractor's total cost plus profit), and to remain in force until the project is completed and accepted by the Fayetteville Public Works Commission.
5. Regardless of the nature of the work to be performed, coverage must also be provided for the theft or damage of building materials and supplies, which are not permanently attached and stored on site for any period of time. This coverage shall be an "Installation Floater," and where no building construction is involved, the amount of the coverage shall equal the value of the materials stored on site.
6. It is the responsibility of the Contractor to inform the policy provider of any and all change orders, which increase the building's value. Any penalties or losses incurred due to the Contractor's failure to adequately insure the building during construction will be the Contractor's responsibility.

B. Acceptability of Insurance

All insurance policies shall be written by insurers licensed to do business in North Carolina. It is realized that certain business activities may not be readily insurable by admitted carriers. If insurance is written by non-admitted carriers whose names appear on the current listing of approved and non-admitted carriers prepared by the North Carolina Department of Insurance, such carriers will be favorably considered assuming they meet all other requirements. Non-admitted carriers should be so identified on the Certificate of Insurance form. The Fayetteville Public Works Commission reserves the right to reject any and all certificates or policies issued by insurers with a Best's rating less than A.

C. Indemnity Provision

As an integral part of this agreement, Contractor agrees to purchase and maintain during the life of this contract contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof.

D. Other Provisions

1. Any deductible or self-insured retention must be declared to and approved by the Fayetteville Public Works Commission.
2. The policies are to contain, or be endorsed to contain, the following provisions:

a. Commercial General Liability Coverage

- i. The Fayetteville Public Works Commission, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Fayetteville Public Works Commission, its officials, employees or volunteers.
- ii. The Contractor's insurance coverage shall be primary insurance as respects the Fayetteville Public Works Commission, its officials, employees and volunteers. Any insurance or self-insurance maintained by the Fayetteville Public Works Commission, its officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- iii. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

b. All Coverages

- i. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to:

Fayetteville Public Works Commission
Attn: Trent Ensley
P.O. Box 1089
Fayetteville, NC 28302-1089

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Fayetteville Public Works Commission, its officials, employees, and volunteers. In the event the Fayetteville Public Works Commission is damaged by the failure of the Contractor to maintain such insurance and to so notify the Fayetteville Public Works Commission, the Contractor shall bear all reasonable costs properly attributable thereto.

c. Subcontractors

Contractor shall include all subcontractors as insurers under its policies OR shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

d. No Waiver of Immunity

Any insurance coverage required by the terms of this contract shall not be deemed a contract of insurance purchased by the Fayetteville Public Works Commission nor a waiver of the Fayetteville Public Works Commission's immunity pursuant to NCGS 160A-485.

1.04 Copies of Documents

- A. OWNER shall furnish to CONTRACTOR up to five (5) copies of these Contract Documents.
- B. Additional copies will be furnished by the DESIGN ENGINEER upon request, at the cost of reproduction.

1.05 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence to run on the date specified in the issued Notice to Proceed.

1.06 Starting the Work

- A. CONTRACTOR shall start to perform the work on the date when the Contract Times commence to run as indicated on the Notice to Proceed. If the Contractor fails to start work within fifteen

(15) calendar days of the commencement of Contract time the OWNER will consider the CONTRACTOR in violation of the Contract and terminate for cause in accordance with the provisions of the Contract.

1.07 Before Starting Construction

- A. CONTRACTOR's Review of Contract Documents: Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare these Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to PROJECT ENGINEER any conflict, error, ambiguity, or discrepancy, which CONTRACTOR may discover. The PROJECT ENGINEER shall obtain a written interpretation or clarification from DESIGN ENGINEER and provide CONTRACTOR written clarification. CONTRACTOR cannot proceed until a written response is received. However, CONTRACTOR shall not be liable to the OWNER, PROJECT ENGINEER, or DESIGN ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in these Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.
- B. Interpretations of Contract Documents: On all plans, drawings, etc., the figured dimensions shall govern in case of any discrepancy between the scales and figures. The Contractor shall take no advantage of any error or omission in the Plans or of any discrepancy between the Plans and Specifications, and the PROJECT ENGINEER shall make any such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the Specifications and of the Plans as construed by him, and any decision by PROJECT ENGINEER shall be final.
- C. Schedules: Five (5) business days prior to the pre-construction conference, CONTRACTOR shall submit to PROJECT ENGINEER schedules as outlined in Section 01310 within these Contract Documents.
- D. Shop Drawings and Samples: Requirements regarding Shop Drawings and Samples as well as submittal procedures are covered under Section 01300 within these Contract Documents.

1.08 Pre-Construction Conference

- A. Prior to commencement of Work at the site, a pre-construction conference attended by OWNER, CONTRACTOR, DESIGN ENGINEER, PROJECT ENGINEER, and others shall be held. The OWNER will contact the CONTRACTOR to establish a mutually agreeable date and time to conduct the conference. The purpose of the conference is to discuss general project items, including, but not limited to:
 - 1. CONTRACTOR's responsible person and contact information
 - 2. Emergency contact information
 - 3. Submittal schedule
 - 4. Contract issues
 - 5. Safety
 - 6. Project schedule
 - 7. Progress Meetings

8. Sales Tax Certificate/Pay Applications
9. Warranty requirements
10. Site restoration and clean-up

1.09 Quality of Materials

- A. The source of supply of each of the materials shall be approved by the PROJECT ENGINEER before delivery is started. Representative preliminary samples of the character and quality herein described shall be submitted by the CONTRACTOR when indicated or directed, for examination or test; and written approval of the quality of such materials from the respective sources of supply. Only materials conforming to the requirements of these Contract Documents shall be used in the Work. All materials proposed to be used may be inspected at any time during progress of the preparation and use. All materials shall be approved before being incorporated in the Work.

PART 2. CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

2.01 Intent

- A. These Contract Documents are complementary; what is called for by one is as binding as if called for by all.
- B. The approved Drawings and Technical Specifications show the location, details, and dimensions of the Work, which shall be performed in strict accordance therewith. Any deviation from these Contract Documents will be determined by the PROJECT ENGINEER and authorized in writing.
- C. Any labor, documentation, services, materials, or equipment that is required to produce the intended result shall be provided, whether or not specifically called for, at no additional cost to OWNER.
- D. Should any construction or conditions which are not covered by these Contract Documents be required for any proposed Work, "Special Conditions" for such Work will be provided to the CONTRACTOR and shall be considered a part of these Contract Documents the same as though printed fully herein. Should any such special provisions or requirements conflict with these Contract Documents, the "Special Conditions" shall take precedence.

2.02 Reference Standards

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in these Contract Documents.

2. No provisions of any such standard, specification, manual, code, or instruction shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR, PROJECT ENGINEER or DESIGN ENGINEER, or any of their Subcontractors, consultants, agents, or employees from those set forth in these Contract Documents, nor shall it be effective to assign to OWNER, PROJECT ENGINEER or DESIGN ENGINEER, or any other of PROJECT ENGINEER or DESIGN ENGINEER's consultants, agents, or employees any duty or authority to undertake responsibility inconsistent with the provisions of these Contract Documents.

2.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within these Contract Documents or between these Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to PROJECT ENGINEER in writing immediately. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by Part 4) until an amendment or supplement to these Contract Documents has been issued; provided, however, that CONTRACTOR shall not be liable to OWNER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in these Contract Documents, the following Order of Precedence shall be adhered to for resolving any conflict, error, ambiguity, or discrepancy between the provisions of these Contract Documents:
 - i. Addendum
 - ii. Special Provisions
 - iii. Measurement & Payment
 - iv. Drawings
 - v. Details
 - vi. Technical Specifications
 - vii. General Conditions

2.04 Amending and Supplementing Contract Documents

- A. These Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:
 1. Addendum, or
 2. Change Order.

- B. The requirements of these Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 - 1. PROJECT ENGINEER's approval of a Shop Drawing or Sample; or
 - 2. PROJECT ENGINEER's written interpretation or clarification.
- C. If CONTRACTOR believes that any variation or deviation authorized under this Paragraph entitles CONTRACTOR to an adjustment in Contract Price or Contract Time, it is CONTRACTOR's obligation to provide written notice to PROJECT ENGINEER in accordance with Parts 9 and 10 prior to proceeding with the work covered by the variation or deviation.

2.05 Reuse of Documents

- A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect Contract with OWNER:
 - 1. Shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of DESIGN ENGINEER, DESIGN ENGINEER's Consultant, or PROJECT ENGINEER, including electronic media editions; and
 - 2. Shall not reuse any Contract Documents or copies thereof on extensions of the Project or any other project without written consent of OWNER and specific written verification or adaptation by DESIGN ENGINEER. This prohibition shall survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of these Contract Documents for record purposes.

PART 3. AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

3.01 Availability of Lands

- A. OWNER shall be responsible for obtaining all required easements and encroachments necessary to complete the Work, except as provided herein. Volume II of these Contract Documents contains a list of easement special conditions that the CONTRACTOR shall comply with. If there is any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim as provided in Part 8.
- B. Upon written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

- C. Any and all agreements between the Contractor and individual property owners shall not obligate the Fayetteville Public Works Commission or the DESIGN ENGINEER. Prior to performing any work on private property, acting on behalf of the OWNER, the CONTRACTOR shall furnish to the PROJECT ENGINEER a signed and notarized statement executed by the Property Owner acknowledging the OWNER, and DESIGN ENGINEER are not liable for any agreements between the Property Owner and the CONTRACTOR. The document shall hold harmless and defend the OWNER and DESIGN ENGINEER from all claims, damages, etc. The Agreement shall be in a format and content approved by the PROJECT ENGINEER. All actions by Sub-Contractors shall be the CONTRACTOR's responsibility to secure a Property Owner's Agreement as described herein. At the completion of the project, the CONTRACTOR shall obtain a signed release from all Property Owner's for satisfactory completion and restoration prior to issuance of final payment.
- D. The CONTRACTOR(s) and all his subcontractors shall exercise extreme care to avoid damage to residents' private property. Should any such damage to residents' private property occur, it is the CONTRACTOR's responsibility to notify the PROJECT ENGINEER, in writing and on the actual date that the damage occurs, as to the extent of the damage and the CONTRACTOR written plan to correct same. CONTRACTOR written plan to correct damage shall include a timely settlement date. If CONTRACTOR fails to timely correct damage to residents' private property, the OWNER reserves the right to withhold progress payments until damage is corrected and/or to correct damage and back-charge CONTRACTOR for costs incurred.

3.02 Subsurface and Physical Conditions

- A. Volume II of these Contract Documents include:
 - 1. Reports of explorations and tests of subsurface conditions at or contiguous to the Site that the DESIGN ENGINEER has used in preparing these Contract Documents.
 - 2. Drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that DESIGN ENGINEER has used in preparing these Contract Documents.
- B. CONTRACTOR may rely upon the general accuracy of these reports and drawings containing subsurface conditions. However, these documents do not take precedence over these Contract Documents. CONTRACTOR may not rely upon or make any Claim against OWNER, DESIGN ENGINEER, or any of DESIGN ENGINEER's Consultants with respect to:
 - 1. The completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or
 - 2. Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. Any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

3.03 Differing Subsurface or Physical Conditions

A. If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is discovered either:

1. Is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in these Contract Documents is materially inaccurate;
2. Is of such a nature as to require a change in these Contract Documents;
3. Differs materially from that shown or indicated in these Contract Documents; or
4. Is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in these Contract Documents;

then CONTRACTOR shall, immediately after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Part 4), notify PROJECT ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith until receipt of written order to do so.

B. Upon receipt of CONTRACTOR's written notice, PROJECT ENGINEER will review the pertinent condition, determine the necessity of obtaining additional information and notify the CONTRACTOR in writing.

C. Possible Price and Time Adjustments

1. The Contract Price and/or Contract Time may be adjusted if the PROJECT ENGINEER determines that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject to the following:
 - a. Such condition must meet any one or more of the categories described in this Part 3; and
 - b. Any adjustment in Contract Price and/or Contract Time shall be subject to the provisions of these Contract Documents.
2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Time as a result of differing subsurface or physical conditions if:
 - a. CONTRACTOR knew of the existence of such conditions at the time of submission of a Bid or becoming bound under a negotiated Contract; or

- b. The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to submission of a bid; or
 - c. CONTRACTOR failed to give the written notice within the time and as required by these Contract Documents.
- 3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Time, as a result of differing subsurface or physical conditions or both, a Claim may be made therefore as provided in Part 8. No claim of CONTRACTOR under this paragraph shall be allowed unless;
 - a. CONTRACTOR has given the written noticed required in this Part 3; and
 - b. CONTRACTOR submits to PROJECT ENGINEER a detailed claim setting forth CONTRACTOR's right to recover any additional costs and lost time, including the information required by Part 10.

However, OWNER, PROJECT ENGINEER, DESIGN ENGINEER, DESIGN ENGINEER's Consultants, and OWNER'S Consultants, shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

3.04 Underground Facilities

A. EXISTING UTILITIES

The CONTRACTOR shall locate existing underground utilities in the areas of work. If utilities are to remain in place, the CONTRACTOR shall provide protection during construction operations. Additionally, the CONTRACTOR will coordinate with utility companies when working in close proximity to their line/services.

Should uncharted or incorrectly charted piping or other utilities be encountered during excavations, the CONTRACTOR shall immediately consult the Project Engineer for directions as how to proceed. The CONTRACTOR shall fully cooperate with Owner and utility companies in keeping respective services and facilities in operation.

The Owner has, to the best of its ability, made involved utility owners aware of this project. As appropriate, each utility owner will be invited to attend the preconstruction conference to discuss

potential conflicts and schedules for relocation where required. All adjustments or relocations will be made at the utility owner's expense unless otherwise indicated in these Contract Documents.

Reasonable care has been used to locate and depict existing underground installation on the construction drawings, but the accuracy cannot be guaranteed and some items may not be shown which exist.

The CONTRACTOR shall adhere to the provisions of the 1985 Underground Damage Prevention Act, North Carolina General Statutes, 887 Chapter 785, Senate Bill 168, Article 3. The CONTRACTOR shall contact the NC One Call System for locates prior to beginning work in a particular area. For calls originating within North Carolina, the number is 811 or 1-800-632-4949. For calls originating outside of North Carolina, the number is (919) 855-5760. To check the status of a locate ticket the number is 1-877-632-5050. The CONTRACTOR shall include the cost of any coordination and cooperation for utilities in his bid.

Actual horizontal and vertical locations have not been verified. As part of the Contract work, the CONTRACTOR is required to dig up each utility which may conflict with construction in advance to verify locations. The utilities shall be "dug up" a minimum of fourteen (14) calendar days in advance of actual installation of new utilities to allow the Project Engineer an opportunity to adjust grades, alignments, etc., to avoid a conflict. Separate payment will not be made to physically verify the utility locations.

If the CONTRACTOR fails to schedule locates or perform advance physical locations in advance of the construction and a conflict arises, the CONTRACTOR will be required to make corrective measures as instructed by the PROJECT ENGINEER at the CONTRACTOR's expense. The CONTRACTOR's failure to advance plan (minimum fourteen (14) calendar days) by physically uncovering existing utilities in advance of construction shall not be cause for claim of lost time or for additional compensation. No additional payment will be made for re-mobilization required by the utility locator.

When the CONTRACTOR's controlling operations are halted due to the failure of a utility owner to relocate or adjust a utility after being properly notified by the CONTRACTOR, the Contract period may be extended by the amount of time the CONTRACTOR's controlling operations have been delayed while awaiting the relocation or adjustment. CONTRACTOR shall proceed with work in areas not affected by the relocation or adjustment delay.

The OWNER, PROJECT ENGINEER, DESIGN ENGINEER, and/or Consultants shall not be liable to the CONTRACTOR for any claims, costs, losses, or damages incurred or sustained on or in connection with locating existing underground installations.

- B. The information and data shown or indicated in these Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or DESIGN ENGINEER by the owners of such Underground Facilities, unless it is otherwise provided.
- C. OWNER, PROJECT ENGINEER, OWNER's Consultant and DESIGN ENGINEER shall not be responsible for the accuracy or completeness of any such information or data.

- D. The cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:
1. Reviewing and checking all such information and data,
 2. Locating all Underground Facilities shown or indicated in these Contract Documents,
 3. Coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and
 4. The safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.
- E. CONTRACTOR shall be responsible for the discovery of existing underground installations, in advance of excavating or trenching as required in these Contract Documents.
- F. If an Underground Facility is discovered at or contiguous to the Site which was not shown or indicated, in these Contract Documents, CONTRACTOR shall, immediately after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Part 4), identify the owner of such Underground Facility and give written notice to PROJECT ENGINEER. Upon receipt of written notice PROJECT ENGINEER will review the pertinent condition, determine the necessity of obtaining additional information, and notify CONTRACTOR in writing. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility. If PROJECT ENGINEER concludes that a change in these Contract Documents is required, a Work Change Directive or a Change Order will be issued.

The Contract Price and/or the Contract Time may be adjusted if PROJECT ENGINEER determines the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject to the following:

1. Facility was not shown or indicated in these Contract Documents, and
 2. The CONTRACTOR did not know of or could not anticipate the facility.
- G. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, as a result of differing subsurface or physical conditions or both, a Claim may be made therefore as provided in Part 3. No claim of CONTRACTOR under this paragraph shall be allowed unless;
1. CONTRACTOR has given the written notice required in Part 3, and;
 2. CONTRACTOR submits to PROJECT ENGINEER a detailed claim setting forth CONTRACTOR's right to recover any additional costs and lost time, including the information required by Part 10 of these General Conditions.

However, OWNER, PROJECT ENGINEER, DESIGN ENGINEER, OWNER'S CONSULTANTS, and DESIGN ENGINEER's Consultants, shall not be liable to

CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

3.05 Reference Points

- A. Construction staking will be performed by the DESIGN ENGINEER who will also prepare and furnish construction cut sheets to the OWNER and CONTRACTOR. The CONTRACTOR shall not install any utilities without a cut sheet. All requests for staking will be made not less than 96 hours in advance.
- B. The Contractor shall be responsible for the preservation of all stakes and marks established by the DESIGN ENGINEER. CONTRACTOR shall report to PROJECT ENGINEER whenever any reference point or property monument is lost or destroyed or, requires relocation or reinstallation. If any of the stakes, marks, or property corners are carelessly or willfully disturbed, the cost of replacing them shall be charged against the CONTRACTOR by the DESIGN ENGINEER.
- C. Utilities shall be installed at the locations and elevations indicated on the Contract drawings unless otherwise approved by the OWNER. The CONTRACTOR shall verify invert elevations by instrument at each manhole.

3.06 Hazardous Environmental Condition at Site

- A. Volume II of these Contract Documents include:
 - 1. Reports of explorations and tests of hazardous environmental conditions at or contiguous to the site that the DESIGN ENGINEER has used in preparing these Contract Documents.
 - 2. Drawings of the physical conditions relating to hazardous environmental conditions at or contiguous to the site (except Underground Facilities) that DESIGN ENGINEER has used in preparing these Contract Documents.
- B. CONTRACTOR may rely upon the general accuracy of these reports and drawings containing subsurface conditions. However, these documents do not take precedence over these Contract Documents. CONTRACTOR may not rely upon or make any Claim against OWNER, DESIGN ENGINEER, or any of DESIGN ENGINEER's Consultants with respect to:
 - 1. The completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or
 - 2. Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. Any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.
- C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or discovered at the site which was not shown or indicated in Contract Documents. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.
 - D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately:
 1. secure such condition;
 2. stop all Work in connection with such condition and in any area affected (except in an emergency as required by Part 4); and
 3. Notify PROJECT ENGINEER (and confirm such notice in writing within 24 hours of initial notification).
 - E. CONTRACTOR shall not resume Work in any affected area until OWNER has provided written notice:
 1. Specifying that any affected area is safe for the resumption of Work; or
 2. Specifying that any special conditions under which such Work may be resumed safely.

If after receipt of written notice, CONTRACTOR does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume work under the special conditions, then OWNER may order the portion of the Work that is in the area affected by the condition to be deleted from the Work. If OWNER and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in the in Contract Price and/or Contract Time, or both, as a result of such Work stoppage, or such special conditions under which Work is agreed to be resumed by CONTRACTOR, then either party may make a Claim, or deleting that portion of the Work, therefore as provided in Part 8.
 - F. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefore as provided in Part 8. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Part 5.
 - G. To the fullest extent permitted by Laws and Regulations, OWNER shall, indemnify and hold harmless CONTRACTOR, Subcontractors, DESIGN ENGINEER, OWNER's DESIGN Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or

relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition:

1. was not or identified in these Contract Documents to be included within the scope of the Work, and
2. was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible.

Nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, DESIGN ENGINEER, DESIGN ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph shall obligate CONTRACTOR to indemnify any individual or CONTRACTOR entity from and against the consequences of that individual's or entity's own negligence.

PART 4. CONTRACTOR'S RESPONSIBILITIES

4.01 Supervision and Superintendence

A. Superintendent:

1. The CONTRACTOR shall designate a full time competent superintendent, satisfactory to the PROJECT ENGINEER, to supervise the Work and to respond to the PROJECT ENGINEER concerning the OWNER's interest in the construction.
2. The Superintendent shall have full authority to act on behalf of the CONTRACTOR and all communications, instructions, directions, and notices given to the Superintendent by the PROJECT ENGINEER shall be binding to the CONTRACTOR.
3. The Superintendent shall give the Work his constant attention to facilitate the progress thereof and shall cooperate with the PROJECT ENGINEER in every way possible. The Superintendent shall at all times have a competent and reliable representative on site with the ability to communicate with PWC personnel, and authorized to receive order and act for him/her.
4. If construction activity is stopped due to the Superintendent not being available or competent, the CONTRACTOR shall not have recourse against the OWNER.
5. CONTRACTOR's Superintendent shall be responsible for coordination of the Work with other contractors or subcontractors onsite.

B. Any employee, or person associated with the CONTRACTOR shall not:

1. Use profane or abusive language to any person;
2. Interfere with the performance of the Work,
3. Disobey instructions,
4. Be careless, reckless or incompetent, or;
5. Be objectionable to the OWNER.

Any employee, or person associated with the CONTRACTOR that fails to abide by the above conditions shall be removed from the project site on the request of the PROJECT ENGINEER, and shall not be allowed on the project site except with the PROJECT ENGINEER's written consent.

C. Subcontractors

1. The CONTRACTOR shall submit the names and references of both the Superintendent and all Sub-contractors to the PROJECT ENGINEER for approval prior to construction starting on the project. The CONTRACTOR shall not begin work until receiving written approval. If during the duration of the contract the CONTRACTOR changes Superintendent and Sub-contractors, CONTRACTOR shall submit names and references to PROJECT ENGINEER for approval prior to new personnel starting work.
2. If the CONTRACTOR has a Subcontractor working, the CONTRACTOR shall have a Superintendent on the site at all times. Construction activity shall be stopped if the CONTRACTOR's Superintendent is not on site.
3. The CONTRACTOR is and remains fully responsible for his own acts or omission as well as those of any subcontractors or any employee of either. The CONTRACTOR agrees that no contractual relationship exists between the Subcontractor and the OWNER in regard to the Contract, and that the subcontractor acts on his work as an agent or employee of the CONTRACTOR. The CONTRACTOR agrees to bind specifically every subcontractor to the applicable terms and conditions of these Contract Documents.

4.02 Person Authorized to Sign Documents

- A. The CONTRACTOR shall provide a list of all persons who are authorized to sign documents such as Change Orders, Pay Applications, Proposals and Certificates on their behalf. Upon the CONTRACTOR signing any document it will be fully binding to the CONTRACTOR and hold them to all the conditions and provisions of such documents.

4.03 Labor; Working Hours

- A. This Contract is subject to the applicable provisions of the Contract Works Hours and Safety Standards Act. No CONTRACTOR or Subcontractor contracting for any part of the Work shall require or permit any laborer or mechanic to be employed on the Work in excess of forty hours in any work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times that person's basic rate of pay for all hours worked in excess of forty hours in such work week.
- B. CONTRACTOR shall employ only competent persons to do the Work and whenever OWNER shall notify CONTRACTOR, in writing, that any person on the Work appears incompetent, disorderly, or otherwise unsatisfactory, such person shall be removed from the Project and shall not again be employed on it except with written consent of OWNER.
- C. CONTRACTOR and Subcontractors shall agree not to discriminate in the employment of labor because of race, creed, sex, religion or country of origin. CONTRACTOR and Subcontractors shall give preference in hiring of workers for the Project to qualified local residents.

4.04 Prosecution of Work

- A. The CONTRACTOR shall undertake the Work with all necessary materials, equipment and labor to ensure its completion within the time set forth in the Contract. Should the CONTRACTOR choose to discontinue the Work he shall notify the OWNER in writing a minimum of three (3) business days in advance. The OWNER shall review and respond to the request in writing. If approved, the CONTRACTOR shall notify the OWNER in writing a minimum of 24 hours prior to the resuming operations.

4.05 Services, Materials, and Equipment

- A. Unless otherwise specified in these Contract Documents, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified and shall be of good quality and new. All warranties and guarantees specifically called for by these Contract Documents shall expressly benefit the OWNER. If required by OWNER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in these Contract Documents.
- C. Workmanship shall be in accordance with these Contract Documents and shall be subject to the OWNER's approval.

4.06 Substitutes and “Or-Equals”

A. Whenever an item of material or equipment is specified or described in these Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent or “or-equal” item or no substitution is permitted, or the equipment is Base Bid equipment, other items of material or equipment of other Suppliers may be submitted (in accordance with Section 01300) to PROJECT ENGINEER for review.

1. Or Equal Items – For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. In the exercise of reasonable judgment the PROJECT ENGINEER determines that:

i. It is equivalent to or better than the product named in form, function, performance, reliability, quality, features, materials of construction, operation and maintenance costs, static and dynamic loads, general dimensional configuration, size, weight, and appearance;

ii. It will reliably perform at least equally well in function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that:

i. There is no increase in cost to the OWNER; and

ii. It will conform substantially to the detailed requirements of the item named in these Contract Documents.

PROJECT ENGINEER may reject the proposed substitution at their sole discretion. No justification shall be necessary for the rejection.

4.07 Concerning Subcontractors, Suppliers, and Others

A. CONTRACTOR shall not employ any subcontractor, supplier, or other individual or entity (including those acceptable to OWNER as indicated in this Part 4), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If these Contract Documents require the identity of certain subcontractors, suppliers, or other individuals or entities to be submitted to OWNER by CONTRACTOR by a specified date prior to the Effective Date of the Contract, and if CONTRACTOR has submitted a list thereof in accordance with these Contract Documents, OWNER’s acceptance of any Subcontractor, Supplier, or

other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity at no additional cost to the OWNER. No acceptance by OWNER of any Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER to reject defective Work.

- C. CONTRACTOR shall be fully responsible to OWNER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work. Nothing in these Contract Documents shall create any contractual relationship between OWNER, and any Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER to pay or to see to the payment of any monies due any Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect Contract with CONTRACTOR.
- E. All Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work shall communicate with OWNER through CONTRACTOR.
- F. These Contract Documents shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed by a Subcontractor or Supplier shall be pursuant to an agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of these Contract Documents. Whenever any agreement is with a Subcontractor or Supplier who is listed as an additional insured on the insurance provided in the Instructions to Bidders, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, DESIGN ENGINEER, and all other individuals or entities identified in these Contract Documents to be listed as insured or additional insurers (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other insurance applicable to the Work. If the insurers on any policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.
- H. The CONTRACTOR shall not subcontract more than forty-nine percent (49%) of the value of this Contract. Violation of this provision may be deemed to be a breach of the Contract. CONTRACTOR's failure to remedy after notice shall entitle OWNER to any and all remedies as set forth in these Contract Documents applicable to OWNER'S rights in the event of breach.

4.08 Patent Fees and Royalties

- A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process,

product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in these Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in these Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, DESIGN ENGINEER, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in these Contract Documents.

4.09 Permits

- A. Unless otherwise provided in these Contract Documents, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all charges and inspection fees necessary to complete the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Contract. OWNER shall pay all charges of utility owners for connections to provide permanent service to the Work.

4.10 Laws and Regulations

- A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, OWNER and DESIGN ENGINEER shall not be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.
- B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. It shall not be CONTRACTOR's primary responsibility to make certain that these Contract Documents are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of their obligations set forth under Part 2.
- C. Changes in Laws or Regulations not known at the time of opening of Bids having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Time. If OWNER and CONTRACTOR are unable to agree on any adjustment a Claim may be made as provided in Part 8.

4.11 Taxes

- A. CONTRACTOR shall pay all sales, consumer, use, and other taxes required to be paid in accordance with the Laws and Regulations which are applicable during the performance of the Work.

4.12 Use of Site and Other Areas

- A. Limitation on Use of Site and Other Areas: CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
- B. Removal of Debris During Performance of the Work: During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations as well as the terms in the Special Provisions.
- C. Cleaning: Prior to Final Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by these Contract Documents.
- D. Sanitary Provision: The CONTRACTOR shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Department of Health, or of the other entities, having jurisdiction thereof. The CONTRACTOR shall commit no public nuisance and shall at all times keep the site free from accumulations of waste material or rubbish caused by his employees or work. Upon the completion of the work and before final acceptance can be made, all evidence of construction shall be removed, all property restored to its original condition, all manholes, and any other items of construction, shall be clean and neat in appearance; any other necessary items of clean-up shall be performed.
- E. Loading Structures: CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.
- F. The Contractor shall carefully protect from disturbance or damage all private property and property corners. Property corners shall not be removed until the Project Coordinator has witnessed or otherwise referenced their location. Any damage to property corners shall be repaired/replaced at no additional cost to the OWNER. If any markers, identified or not, are disturbed, removed, or destroyed through the construction process, the CONTRACTOR shall retain the services of a Professional Land Surveyor, licensed in the State of North Carolina, and have those markers replaced. The CONTRACTOR shall further submit a drawing identifying the locations of those markers, signed and sealed by the licensed Professional Land Surveyor. At the CONTRACTOR's discretion, and without additional cost to the Contract, the surveyor may

contact the DESIGN ENGINEER and have the markers offset prior to the commencement of construction.

- G. The CONTRACTOR shall not enter upon private property for any purpose without obtaining permission. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all land monuments and property markers until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.
- H. When any damage or injury is done to public or private property, due to any act, omission, neglect or misconduct on the part of the CONTRACTOR, he shall restore, at his own expenses, such property to a condition equal or better than existing before damage or injury was done or he shall make good damage or injury in an acceptable manner.

4.13 Safety and Protection

- A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto not designated for removal, relocation, or replacement in the course of the Work.

CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and OWNER has issued a notice to CONTRACTOR in accordance with Part 12 that the Work is acceptable.

- B. The CONTRACTOR shall notify owners of adjacent property and other utility owners when the Work may affect them. The CONTRACTOR shall erect and maintain all necessary safeguards for safety and protection. All damage, injury, or loss to any property referred to in this paragraph caused by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of these Contract Documents or to the acts or omissions of OWNER, DESIGN ENGINEER or DESIGN ENGINEER's Consultant).
- C. The CONTRACTOR shall comply with the OWNER's Safety Manual, Latest Edition and all applicable State and Federal Laws and Regulations relating to the safety and protection of persons or property, from damage, injury, or loss. Where conflicts arise between OWNER and other regulations, the more stringent shall apply. A copy of the OWNER's Safety Manual will be made available to the CONTRACTOR. Any interpretation and enforcement made by the OWNER shall be binding upon the CONTRACTOR. The OWNER may visit the CONTRACTOR's work areas

to verify that safety procedures are in accordance with applicable regulations. If the CONTRACTOR's personnel are observed creating a hazardous environment, corrective action shall be initiated immediately to reduce the possibility of injury. Corrective action by the OWNER will consist of advising the CONTRACTOR of compliance and could result in the OWNER issuing notices of non-compliance for repeat violations or failure to take corrective measures. Inspection by the OWNER shall not constitute an acceptance of the CONTRACTOR's practices, methods, techniques, procedures, nor release the CONTRACTOR of the responsibility for safety of the job site.

- D. Neither the professional responsibilities of the OWNER, PROJECT ENGINEER or DESIGN ENGINEER, nor the presence of the OWNER or DESIGN ENGINEER's employees and/or consultants at the construction site, shall relieve the CONTRACTOR or any other entity of their obligations, duties and responsibilities including but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work in accordance with these Contract Documents and any health or safety precautions required by any regulatory agencies. The OWNER or DESIGN ENGINEER, their employees, representatives, and sub-consultants shall have no responsibility for site safety.
- E. The OWNER's or DESIGN ENGINEER's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with any health and/or safety precautions. The CONTRACTOR is solely and exclusively responsible for job site safety and shall include the OWNER and DESIGN ENGINEERS as additional insured for primary protection under the CONTRACTOR's general liability policy.

4.14 Safety Representative

- A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.
- B. All crews that operate in and around trenches shall have their own Competent Person as defined by OSHA standards.

4.15 COVID-19

- A. As North Carolina and the nation continues to deal with the COVID-19 pandemic, we must all take necessary steps to ensure the health and safety of employees, coworkers, family, friends, associates and people that we come in contact with on a daily basis. At PWC we implemented measures including requiring our employees to conduct temperature and wellness checks, wear a face covering or mask, whenever possible, maintain proper social distancing (minimum of 6 feet) and take other actions such as washing their hands, using approved sanitizer and wiping down surfaces, especially commonly shared equipment or tools. This applies to employees working in our facilities, working in public or at field sites. For firms who are under contract with PWC or working under purchase orders, those firms are expected to comply with all OSHA/EPA guidelines, CDC recommendations including any applicable North Carolina Executive Orders regarding the performance of work under COVID-19 conditions. Examples of such guidance can be found at the following:

OSHA COVID-19 Overview

<https://www.osha.gov/SLTC/covid-19/>

OSHA COVID-19 – Control and Prevention / Construction Work

[https://www.osha.gov/SLTC/covid-](https://www.osha.gov/SLTC/covid-19/construction.html#:~:text=Keep%20in%2Dperson%20meetings%20(including,Fill%20hand%20sanitizer%20dispensers%20regularly.)

[19/construction.html#:~:text=Keep%20in%2Dperson%20meetings%20\(including,Fill%20hand%20sanitizer%20dispensers%20regularly.](https://www.osha.gov/SLTC/covid-19/construction.html#:~:text=Keep%20in%2Dperson%20meetings%20(including,Fill%20hand%20sanitizer%20dispensers%20regularly.)

<https://www.osha.gov/Publications/OSHA4000.pdf>

North Carolina COVID-19 Executive Orders

<https://www.nc.gov/covid-19/covid-19-executive-orders>

Centers for Disease Control

<https://www.cdc.gov/coronavirus/2019-ncov/index.html>

Implementing Safety Practices for Critical Infrastructure Workers

<https://www.cdc.gov/coronavirus/2019-ncov/community/critical-workers/implementing-safety-practices.html>

Essential Staff – Do's & Dont's

https://www.cdc.gov/coronavirus/2019-ncov/downloads/Essential-Critical-Workers_Dos-and-Donts.pdf

NC Licensing Board for General Contractors

<https://www.nclbhc.org/2020/07/02/board-buzz-summer/>

NC Association of General Contractors

<https://www.cagc.org/CAGC/SafetyHR/CAGC/Safety/SafelyHomeInitiative.aspx?hkey=e3439388-0c36-4755-91bd-4c8fc6d22a41>

NC Department of Health and Human Services

<https://covid19.ncdhhs.gov/>

Cumberland County Health Department

<https://www.co.cumberland.nc.us/departments/public-health-group/public-health>

Department of Homeland Security

<https://www.ready.gov/pandemic>

Cape Fear Valley – What to do if you have COVID symptoms

https://www.youtube.com/watch?time_continue=1&v=tD0D7Apa_vw&feature=emb_logo

FAYPWC COVID Response

<https://www.faypwc.com/covid-19-update/>

Small Business Administration

<https://www.sba.gov/page/coronavirus-covid-19-small-business-guidance-loan-resources>

As an additional step to ensure the health and safety of contractor employees and PWC employees, should a contractor's employee test positive for COVID-19 the contractor must immediately inform the PWC project manager/supervisor or their primary point of contact at PWC and the employee should be performing work at PWC facilities or field sites until medically cleared. This is necessary so PWC can inform our employees, conduct our own method of contact tracing for our employees and take any measures necessary such as quarantining PWC employees who may have been in contact with the individual who tested positive.

These actions are necessary to ensure the health and safety of all and to ensure that contract performance can be achieved under the conditions of this pandemic.

Contractor must provide a plan with their proposal that describes their plan for working under COVID-19 conditions. The plan should address the Contractor's approach to protect their employees, PWC employees, along with any other Contractor's working on PWC's locations. This may include the Contractor's approach towards employee use of PPE, such as face masks, sanitizing commonly shared tools or equipment, practicing social distancing as work conditions permit, and working within close proximity of others. The plan may also address any other actions that the Contractor will be taking, such as conducting daily temperature checks, conducting symptom checks and trackers, and any other actions the Contractor deems appropriate to protect the health and safety of their employees, PWC employees, and any other Contractor's working on PWC's locations.

4.16 Hazard Communication Programs

- A. CONTRACTOR shall be responsible for coordinating any exchange of Safety Data Sheets (SDS) or other hazard communication information in accordance with all applicable Laws and Regulations. The CONTRACTOR shall be responsible to provide and maintain SDS sheets at the job site at all times. The sheets shall be accessible to all personnel at the site.
- B. CONTRACTOR shall comply with the applicable North Carolina Occupational Safety and Health Standards and regulations while performing services contracted by OWNER.
- C. The OWNER is subject to Hazard Communication Standard 29 CFR 1910 (Standard). The CONTRACTOR shall provide SDS required under the Standard for all hazardous materials. The SDS shall be provided with all hazardous materials. Container labeling meeting all requirements of the Standard shall be appropriately affixed to the shipping or internal containers. The OWNER reserves the right to refuse shipments of hazardous materials not appropriately labeled or when SDS have not been received prior to or concurrent with receipt of the shipment, or whenever the material is delivered in a manner inconsistent with any applicable Law and/or Regulation. The CONTRACTOR further certifies that all material supplied under this Contract meets all OSHA requirements, both Federal and those of the State of North Carolina, and further certifies that, if the material delivered is found to be in non-compliance with the applicable State or Federal OSHA requirements all costs necessary to bring the material into compliance shall be borne by the CONTRACTOR.

4.17 Emergencies

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent damage, injury, or loss. CONTRACTOR shall give the PROJECT ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from these Contract Documents have been caused or are required as a result of the emergency. If the PROJECT ENGINEER determines that a change in these Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

4.18 Continuing the Work

- A. CONTRACTOR shall continue the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. The CONTRACTOR's refusal to continue the Work during disputes and disagreements with OWNER, the pending of claims, or the pending of change order requests shall be a violation of these Contract Documents.
- B. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Part 13 or as OWNER and CONTRACTOR may otherwise agree in writing.

4.19 Contractor's General Warranty and Guarantee

- A. CONTRACTOR warrants and guarantees to OWNER, that all Work shall be in accordance with these Contract Documents and shall not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. Abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or
 - 2. Normal wear and tear under normal usage.
- B. CONTRACTOR's obligation to perform and complete the Work in accordance with these Contract Documents shall be absolute. None of the following shall constitute an acceptance of Work that is not in accordance with these Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with these Contract Documents:
 - 1. Observations by PROJECT ENGINEER;
 - 2. Recommendation by PROJECT ENGINEER or payment by OWNER of any progress or final payment;
 - 3. The issuance of a certificate of Final Completion by PROJECT ENGINEER or any payment related thereto by OWNER;

4. Use or occupancy of the Work or any part thereof by OWNER;
5. Any acceptance by OWNER or any failure to do so;
6. Any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by PROJECT ENGINEER;
7. Any inspection, test, or approval by others; or
8. Any correction of defective Work by OWNER.

4.20 Residential/Commercial Complaints

- A. The OWNERS' Complaint Resolution Procedure shall be implemented at the start of construction and shall continue to be followed until the project is completed. The CONTRACTOR is required to maintain good public relations and to provide timely notifications to residents and/or commercial property owners so as to minimize inconvenience and complaints.
- B. The OWNER has an established protocol for addressing complaints. The CONTRACTOR shall be responsible for familiarizing himself and his subcontractors with this protocol. During the course of the Work, the CONTRACTOR shall immediately respond to requests from the OWNER to address resident and/or commercial property complaints. The CONTRACTOR shall inform his personnel and subcontractor personnel that all complaint issues be directed to the PROJECT COORDINATOR and the CONTRACTOR's Superintendent. The PROJECT COORDINATOR shall be present in all meetings. Should the PROJECT ENGINEER determine the CONTRACTOR(s) non-responsive in addressing complaints, the OWNER reserves the right to withhold progress payments until the complaint has been satisfied. The CONTRACTOR shall immediately notify that PROJECT COORDINATOR of any complaint received.

4.21 Claims Procedure

- A. The OWNER shall notify the CONTRACTOR of all potential claims related to the Work within seven (7) calendar days of receiving notification. Should the CONTRACTOR receive a potential claim related to the Work, the CONTRACTOR shall notify the OWNER within seven (7) calendar days of receiving notification. The CONTRACTOR shall provide Claimant and OWNER a written response acknowledging receipt of the claim within seven (7) calendar days.
- B. If the CONTRACTOR meets with the Claimant about the claim, the PROJECT COORDINATOR or PROJECT ENGINEER shall be present at all times. The OWNER shall maintain a record of any claim received, and the steps taken to resolve. The OWNER shall also concurrently investigate each case. The CONTRACTOR agrees to furnish the OWNER any information regarding the claim, the actions which led to the claim and/or the investigation of the claim. The CONTRACTOR agrees to indemnify and hold the OWNER and the DESIGN ENGINEER harmless for any damage arising out of said claims. CONTRACTOR shall provide their proposed response to the OWNER within thirty (30) calendar days of receiving the claim. Upon receipt of the response the OWNER and the CONTRACTOR will discuss and reach a mutual agreement of the response necessary to send to the Claimant within fifteen (15) calendar

days. Once the agreement is made the CONTRACTOR shall make a formal written resolution to the Claimant.

- C. Failure to act in good faith or respond to a claim in the timelines established by the OWNER will constitute a lack of response by the CONTRACTOR, therefore validating the claim. The OWNER will deduct the total amount of the claim from the monthly pay application. Failure to comply with the above requirements for resolving claims may, at the sole discretion of the OWNER, result in Breach of Contract.
- D. The CONTRACTOR is aware of OWNER's Contractor Related Claims Procedure and understands that it is the OWNER's practice to pursue reimbursement/subrogation for any and all claims related expenses, which are incurred as a result of the CONTRACTOR's performance under this agreement and allowed within the applicable Statute of Limitations.

4.22 Indemnification

- A. In any and all claims against OWNER or DESIGN ENGINEER or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- B. The indemnification obligations of CONTRACTOR shall not extend to the liability of DESIGN ENGINEER and DESIGN ENGINEER's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Contract Documents; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

4.23 Access to Records

- A. CONTRACTOR and all Subcontractors shall maintain books, records, documents, and other evidence directly pertinent to performance of the Work under these Contract Documents in accordance with generally accepted and consistently applied accounting principles and practices. OWNER shall have access during normal business hours to books, records, documents, and evidence for the purposes of inspection, audit, and copying. CONTRACTOR shall provide suitable facilities for access and inspection. All books, records, and evidence shall be maintained and made available for a period of three (3) years after the date of final payment or until the final settlement of any disputes, claims, and litigation, whichever shall occur later. CONTRACTOR shall provide to OWNER, when requested, copies of all purchase orders issued or sub-agreements

executed, complete with all amendments, for Work under these Contract Documents. CONTRACTOR shall include this provision in all subcontracts.

PART 5. OTHER WORK

5.01 Related Work at Site

- A. OWNER may perform other work related to the Project at the Site by OWNER's employees, other contractors, or have other work performed by utility owners. If other work is not noted in these Contract Documents, then:
 - 1. OWNER shall provide written notice to CONTRACTOR prior to starting any other work; and
 - 2. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Time that should be allowed as a result of other work, a Claim may be made as provided in Part 8.
- B. CONTRACTOR shall provide proper and safe access to the Site for all contractors, utility owners, and OWNER's employees performing other work. Contractor shall provide a reasonable opportunity for the mobilization and storage of materials and equipment and the performance of such other work. The Contractor shall properly coordinate the other work with theirs. Unless otherwise provided in these Contract Documents, CONTRACTOR shall perform all work that may be required to properly integrate with the other work. CONTRACTOR shall not endanger or alter any work of others. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in direct Contracts between OWNER, and utility owners, and other contractors.
- C. If any part of CONTRACTOR's Work depends upon work performed by others under this Part 5, CONTRACTOR shall notify PROJECT ENGINEER in writing of any delays, defects, or deficiencies in the other work that may prevent the CONTRACTOR from performing the Work. CONTRACTOR's failure to report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in the other work.

5.02 Coordination

- A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the PROJECT ENGINEER shall provide the following:
 - 1. The individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. The specific matters to be covered by such authority and responsibility will be itemized; and

3. The extent of such authority and responsibilities will be provided.
- B. Unless otherwise specified by the PROJECT ENGINEER, OWNER shall have sole authority and responsibility for such coordination.

PART 6. OWNER'S RESPONSIBILITIES

6.01 Project Engineer

- A. PROJECT ENGINEER shall be the OWNER's representative during the construction period. The duties, responsibilities and the limitations of authority of PROJECT ENGINEER as OWNER's representative during construction are set forth in these Contract Documents. The assignment of any authority, duties, or responsibilities to PROJECT ENGINEER under these Contract Documents, or any undertaking, exercise, or performance thereof by PROJECT ENGINEER, is intended to be for the sole and exclusive benefit of OWNER and not for the benefit of CONTRACTOR, Subcontractor, Supplier, or any other person or organization, or for any surety or employee or agent of any of them.

6.02 Roles and Responsibilities

A. Authorities and Duties of PROJECT ENGINEER

1. The PROJECT ENGINEER shall in no case act as foreman, direct the CONTRACTOR's personnel, subcontractor personnel or direct or perform duties for the CONTRACTOR, nor interfere with the management of the Work by the CONTRACTOR.
2. The PROJECT ENGINEER may make changes in grades and quantities when necessary to keep Work in progress.
3. To prevent disputes and litigation, the PROJECT ENGINEER shall in all cases determine the amount, quality, and acceptability of the Work and materials which are to be paid for under the Contract. The PROJECT ENGINEER shall in all cases decide every question which may arise relative to the fulfillment of the Contract. The PROJECT ENGINEER's opinion of the costs and decisions shall be final and conclusive.
4. The PROJECT ENGINEER will not decide disputes between the CONTRACTOR and person or entities other than the OWNER.
5. Clarifications and interpretations of these Contract Documents shall be issued by PROJECT ENGINEER.

B. Authorities and Duties of the PROJECT COORDINATOR

1. The PROJECT COORDINATOR employed by the OWNER shall be authorized to inspect all Work performed and all materials furnished. Their inspection shall extend to all parts of the Work, and to preparation or manufacture of the materials to be used.
2. The PROJECT COORDINATOR shall report to the PROJECT ENGINEER as to the progress and performance of the Work. The PROJECT COORDINATOR shall report whenever the materials furnished and/or the work performed by the CONTRACTOR fails to fulfill the requirements of these Contract Documents. The PROJECT COORDINATOR shall notify the CONTRACTOR of any failure to meet requirements. However, such observation shall not relieve the CONTRACTOR of any obligation to perform all the Work strictly in accordance with these Contract Documents.
3. In case of any dispute arising between the CONTRACTOR and the PROJECT COORDINATOR as to the materials furnished or the performance of the Work, the PROJECT COORDINATOR shall have the authority to reject materials or refer the issue to the PROJECT ENGINEER. Any suspension or work stoppage for rejected materials or performance of the Work shall not be the basis of a claim by the CONTRACTOR for additional Contract time or costs. Such rejection shall also not be the basis of a future claim by the CONTRACTOR for adjustment in Contract unit price or lump sum price or any work item contained in the Contract.
4. Where special inspection or testing is required by the State laws or local ordinances, instruction of the PROJECT ENGINEER, specification or codes, the CONTRACTOR shall provide a minimum of two (2) business days' notice to the PROJECT COORDINATOR of the time set for such inspection or test. Such tests or inspections shall be made in the presence of the PROJECT COORDINATOR.
5. The PROJECT COORDINATOR shall inspect the Work for the purposes of quality assurance, payment approval, monitoring, and documenting progress of the Work. However, the PROJECT COORDINATOR shall not have any responsibility for the Work performed by the CONTRACTOR or its subcontractors, for the Safety of the work site, nor for any deficiency in the Work, whether discovered during the construction or after acceptance.
6. Regardless of the inspections by the PROJECT COORDINATOR or the PROJECT ENGINEER, the CONTRACTOR is responsible for performing and completing the Work in accordance with these Contract Documents. The OWNER has no liability or responsibility to the CONTRACTOR or Surety for work performed by the CONTRACTOR which is not in accordance with these Contract Documents, regardless of whether discovered during construction or after acceptance.

6.03 Communications to Contractor

- A. Except as otherwise provided in these Contract Documents, OWNER shall issue all communications to CONTRACTOR through PROJECT ENGINEER.

6.04 Clarifications and Interpretations

- A. Requests for clarification from the CONTRACTOR shall be directed to the PROJECT ENGINEER. The PROJECT ENGINEER, will review the request for clarification and issue written clarifications or interpretations as necessary, which shall be consistent with the intent of and reasonably inferable from these Contract Documents. Any written clarifications and interpretations shall be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price, Contract Time, or both, that should be allowed as a result of a written clarification or interpretation; a Claim may be made as provided in Part 8.

6.05 Replacement of DESIGN ENGINEER

- A. In case of termination of the employment of DESIGN ENGINEER, OWNER shall appoint an engineer whose status under these Contract Documents shall be that of the former DESIGN ENGINEER.

6.06 Furnish Data

- A. OWNER shall furnish the data required in accordance with these Contract Documents.

6.07 Decisions on Requirements of Contract Documents and Acceptability of Work

- A. If PROJECT COORDINATOR and CONTRACTOR cannot agree to the acceptability of the Work or the interpretation of the requirements of these Contract Documents pertaining to the performance and furnishing of the Work, the matter will be referred to PROJECT ENGINEER for final decision. Written notice (to include supporting documentation) of each such claim, dispute, or other matter shall be delivered by the CONTRACTOR to the PROJECT ENGINEER no later than thirty (30) calendar days after the start of the occurrence. Failure to file a claim within the allowed time frame shall waive the CONTRACTOR's ability to make future claims for that particular instance. PROJECT ENGINEER will render a formal decision in writing within thirty (30) calendar days after receipt of the CONTRACTOR's submittal, in accordance with these Contract Documents.
- B. The rendering of a decision by PROJECT ENGINEER with respect to any claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in Part 12) shall be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under these Contract Documents or by Laws and Regulations in respect to any such claim, dispute, or other matter.

6.08 Rejecting Defective Work

- A. PROJECT ENGINEER shall have authority to reject Work that is not in accordance with these Contract Documents. PROJECT ENGINEER shall also have authority to require special inspec-

tion or testing as provided in Part 11, whether or not the Work is fabricated, installed, or completed.

6.09 Determinations for Unit Price Work

- A. PROJECT COORDINATOR shall determine the actual quantities and classifications of Work performed. PROJECT COORDINATOR shall review with CONTRACTOR the actual quantities and classifications for payment prior to CONTRACTOR submitting an Application for Payment.

6.10 Pay When Due

- A. OWNER shall make payments to CONTRACTOR in accordance with these Contract Documents.

6.11 Limitations on Owner's Responsibilities

- A. The OWNER shall not supervise, direct, have control or authority over, nor be responsible for CONTRACTOR's means, methods, techniques, sequences, procedures of construction, safety precautions and programs, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER shall not be responsible for CONTRACTOR's failure to perform the Work in accordance with these Contract Documents.

6.12 Limitations on PROJECT ENGINEER and PROJECT COORDINATOR Responsibilities

- A. PROJECT ENGINEER and PROJECT COORDINATOR shall not be responsible for the acts or omissions of CONTRACTOR, Sub-contractors, Suppliers, or any other individual or entity performing any of the Work.
- B. PROJECT ENGINEER and PROJECT COORDINATOR shall not supervise, direct, control, have authority over, nor be responsible for CONTRACTOR's means, methods, techniques, sequences, procedures of construction, safety precautions and programs, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. PROJECT ENGINEER and PROJECT COORDINATOR shall not be responsible for CONTRACTOR's failure to perform the Work in accordance with these Contract Documents.
- C. The limitations upon authority and responsibility set forth in this paragraph shall also apply to OWNER's Consultants, Agents, Officers, and Employees.

6.13 Non-Compliance Notices

- A. Failure to comply with any terms of this Contract shall result in the issuance of a Non-Compliance Notice (NCN). This notice shall be issued by the PROJECT ENGINEER and will outline the violation of the Contract. In the notice, a timeframe for resolution will be established. If the issue is not resolved and a written response is not received within the given timeframe, pay applications will not be processed.

- B. After two (2) NCN's have been issued for the same violation, the project may be shut down until the issue is resolved to the OWNER's satisfaction. If Work is stopped due to a Contract violation, no consideration will be given for an extension of Contract Time. The issuance of any NCN may influence the OWNER's decision to award the CONTRACTOR future work.

PART 7. DESIGN ENGINEER'S STATUS DURING CONSTRUCTION

7.01 Limitations on DESIGN ENGINEER's Authority and Responsibilities

- A. Except for the negligence of DESIGN ENGINEER, its agents, officers, and employees neither DESIGN ENGINEER's authority or responsibility under the provisions of these Contract Documents nor any decision made by DESIGN ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking or performance of any authority or responsibility, by DESIGN ENGINEER shall create, impose, or give rise to any duty in Contract, tort, or otherwise owed by DESIGN ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

7.02 Visits to Site

- A. DESIGN ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction, as DESIGN ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. DESIGN ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. DESIGN ENGINEER efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to these Contract Documents.
- B. DESIGN ENGINEER shall not supervise, direct, control, have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, procedures of construction, safety precautions and programs, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

PART 8. CHANGES IN THE WORK; CLAIMS

8.01 Authorized Changes in the Work

- A. Without invalidating the Contract and without notice to any surety, OWNER may, at any time order additions, deletions, or revisions in the Work by a Change Order or a Work Change Directive. Upon receipt of the notification from PROJECT ENGINEER, CONTRACTOR shall proceed with the Work involved which will be performed under the applicable conditions of these Contract Documents (except as otherwise specifically provided).
- B. At any time, PROJECT ENGINEER may request CONTRACTOR to submit a proposal for a proposed change in the Work. Within ten (10) business days after receipt of a Request for

Proposal, CONTRACTOR shall submit, to PROJECT ENGINEER, a written detailed proposal for the change. The detailed proposal shall include an itemized estimate of all costs that will result from the proposed change and include an assessment of the impact on the overall project schedule. Unless otherwise directed, itemized estimates shall be in accordance with Part 9. Proposals shall be of sufficient detail to permit an analysis by PROJECT ENGINEER of all material, labor, equipment, subcontracts, overhead costs, and fees. The proposal shall cover all Work involved in the change, whether such Work was deleted, added, changed, or impacted. Each cost category shall be supported with substantiating documentation which may include, but is not limited to, quantity takeoffs, quotations, invoices, cost records, certified payrolls and identification of estimating guidelines and resources. The subcontract portions of each proposal shall be similarly supported. Itemized schedule adjustments shall be in sufficient detail to permit an analysis of impact. If OWNER elects to proceed with the change covered by the Request for Proposal, such change will be authorized by execution of proper documentation in accordance with this Part 8. Notwithstanding the Request for Proposal, CONTRACTOR shall continue to perform the Work and maintain the progress schedule. PROJECT ENGINEER and OWNER shall have twenty (20) business days after receipt of the detailed proposal to respond in writing. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial.

- C. The adjustment in Contract Price and/or Contract Time stated in a Change Order shall comprise the total price and/or time adjustment due CONTRACTOR for the Work or changes defined in the Change Order. Signing of the Change Order constitutes full and mutual accord by OWNER and CONTRACTOR for the adjustment in the Contract Price and/or Time as a result of increases or decreases in costs and time of performance caused directly and indirectly by the change. By approving the Change Order the CONTRACTOR waives all rights to claim further adjustments related to the Change Order.
- D. CONTRACTOR is obligated, in the performance of changes in the Work, to mitigate all cost and time related to any changes and shall identify in writing, when requested by OWNER, the actions taken in that regard.
- E. In the event that OWNER and CONTRACTOR are unable to agree as to the cost and/or time to perform the change in the Work, OWNER and PROJECT ENGINEER may make a unilateral determination of the reasonable cost and/or time to perform the change in the Work, based upon their own estimates, CONTRACTOR's submission, or a combination thereof, and issue a unilateral Change Order for the amounts of cost and/or time so determined, which shall become binding upon CONTRACTOR. The unilateral Change Order shall enable OWNER to make payments for Work performed thereunder, and CONTRACTOR shall be paid for work completed, based on costs determined by OWNER. CONTRACTOR may appeal the unilateral Change Order within fifteen (15) business days of receipt, as provided in Part 14. Failure of the parties to reach an agreement regarding the cost and/or time of performing the change in the Work shall not relieve CONTRACTOR from performing the change in the Work.
- F. Should unforeseen circumstances arise which, in the opinion of the PROJECT ENGINEER, require work to be done upon which no price can be agreed, the PROJECT ENGINEER may require that the work be accomplished under negotiated contract with another contractor or with the OWNER's own forces, or on a force account basis. Work completed on a Force Account basis shall be as follows:

- 1. All costs shall be in accordance with Part 9.

2. All activities shall be documented daily (time, material tickets, invoices, etc.) by the PROJECT COORDINATOR, agreed upon with the CONTRACTOR, and submitted to the PROJECT ENGINEER.
3. No claims for force account work will be accepted where the PROJECT ENGINEER had not specifically authorized the CONTRACTOR.
4. Skilled and common labor shall be paid for in accordance with the approved "Labor & Equipment Rates" submittal. Labor classifications shall be approved by the PROJECT ENGINEER prior to beginning force account work.
5. Materials and supplies used are to be listed on invoices. Copies of invoices which show all the materials, quantities, costs, etc. utilized in the force account work shall be submitted to the PROJECT COORDINATOR within two (2) business days of the date of the activity.
6. Equipment shall be paid for in accordance with the approved "Labor & Equipment Rates" submittal. Equipment shall be approved by the PROJECT ENGINEER prior to beginning force account work.
7. The PROJECT ENGINEER shall determine the total cost of the force account work, including 15% overhead and profit.
8. Force account work shall be authorized by the PROJECT ENGINEER in writing.

8.02 Unauthorized Changes in the Work

- A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any work performed that is not required by these Contract Documents as amended, modified, or supplemented as provided in Part 2, except in the case of an emergency as provided in Part 4 or in the case of uncovering Work as provided in Part 11.
- B. Work performed without staking and/or approved cut sheets, and/or work performed beyond the Project limits shall be considered as unauthorized and at the expense of the CONTRACTOR. Any unauthorized work may be ordered removed and/or replaced by the PROJECT ENGINEER at the CONTRACTOR's sole expense.

8.03 Execution of Change Orders

- A. OWNER and CONTRACTOR shall execute Change Orders as recommended by PROJECT ENGINEER authorizing:
 1. Changes in the Work, including but not limited to: changes requested by OWNER, changes required due to acceptance of defective work as outlined in Part 11, OWNER's correction of defective work as outlined in Part 11, and changes requested by CONTRACTOR and approved by PROJECT ENGINEER;

2. Changes in the Contract Price and/or Contract Time which are agreed to by the Parties, including any undisputed costs and/or time for Work actually performed in accordance with a Work Change Directive; and;
3. Changes in the Contract Price and/or Contract Time incorporating the written decision of the PROJECT ENGINEER resolving any claims or disputes. CONTRACTOR reserves the right to delay signing the Change Order while appealing the PROJECT ENGINEER's written decision regarding the claim or dispute. However, CONTRACTOR shall continue to perform the Work and adhere to the project schedule, as provided in Part 4.

8.04 Notification to Surety

- A. If notice of any change affecting the general scope of the Work or the provisions of these Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change. OWNER shall simultaneously provide CONTRACTOR with a copy of such notice. Surety shall furnish OWNER proof of such adjustment.

8.05 Claims and Disputes

- A. Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the CONTRACTOR to PROJECT ENGINEER no later than thirty (30) calendar days after the start of the event. CONTRACTOR shall provide PROJECT ENGINEER with supporting data within sixty (60) calendar days after the start of the event (unless the PROJECT ENGINEER allows additional time for submittal of additional or more accurate data). A Claim for an adjustment in Contract Price and/or Contract Time shall be prepared in accordance with the provisions of Part 10. Each Claim shall be accompanied by a written statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR believes it is entitled.
- B. PROJECT ENGINEER will render a formal decision in writing within thirty (30) calendar days after receipt of the last submittal of the CONTRACTOR unless additional time is required. PROJECT ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:
 1. The CONTRACTOR submits a written appeal within fifteen (15) calendar days of receipt of PROJECT ENGINEER's written decision. Upon receipt of the written appeal, PROJECT ENGINEER shall coordinate discussions between OWNER, CONTRACTOR, and PROJECT ENGINEER in an attempt to reach resolution. Failure to reach resolution will result in the claim being settled in accordance with the dispute resolution procedures set forth in Part 14; or
- C. No Claim for an adjustment in the Contract Price or Contract Time shall be valid if not submitted in accordance with this section.

PART 9. COST OF THE WORK; UNIT PRICE WORK

9.01 Cost of the Work

- A. The term “Cost of the Work” means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR shall be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by PROJECT ENGINEER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, and shall include only the following items:
1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by PROJECT ENGINEER and CONTRACTOR. Such employees include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers’ compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by PROJECT ENGINEER.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers’ field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. Should the OWNER deposit funds with the CONTRACTOR, the CONTRACTOR shall provide copies of invoices for rental equipment and agreements. Further, all trade discounts, rebates, refunds, and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
 5. Supplemental costs including the following:
 - a. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remains the property of CONTRACTOR.

- b. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with the rental agreements and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
- c. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.
- d. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- e. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with these Contract Documents), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.
- f. The cost of utilities, fuel, and sanitary facilities at the Site.
- g. The cost of premiums for all Bonds and insurance CONTRACTOR is required by these Contract Documents to purchase and maintain.

B. The term "Cost of the Work" shall not include any of the following items:

- 1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications, all of which are to be considered administrative costs.
- 2. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

3. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.
 4. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.
 5. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly in this Part.
 7. Extended office overhead (except office and temporary facilities at the site) or lost profit associated with delays of any type. Minor expenses such as long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work. Such costs are considered to be administrative costs covered by CONTRACTOR's fee.
 8. Any and all costs, which arise from any suspension, delay, or interruption to a Work activity or the Work as a whole, to the extent that performance would have been so suspended, delayed, or interrupted for reasons beyond the control and without the fault or negligence of OWNER. Examples of such situations include, but are not limited to, instances where compensable delays occur concurrently with either excusable or inexcusable delays and instances where such combinations of delays, even when not concurrent, individually give rise to similar impacts on the completion of the Work.
- C. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in Part 10.

9.02 Unit Price Work

- A. Where these Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Bid Form. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR shall be made by PROJECT ENGINEER subject to the provisions of Part 6.
- B. Each unit price shall include an amount to cover the CONTRACTOR's overhead and profit for each separately identified item.

- C. All unit prices submitted with the CONTRACTOR's bid proposal shall be held firm against any increase for the duration of Contract.

PART 10. CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

10.01 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price shall be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in these Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Part 9); or
 - 2. Where the Work involved is not covered by unit prices contained in these Contract Documents, by mutually agreed unit prices or lump sum (which may include an allowance for overhead and profit); or
 - 3. Where the Work involved is not covered by unit prices contained in these Contract Documents and agreement to a unit price or lump sum is not reached, on the basis of the Cost of the Work (subject to provisions of Part 9) plus a CONTRACTOR's fee for overhead and profit.
- B. CONTRACTOR shall establish and maintain records in accordance with generally accepted accounting practices and submit in a form acceptable to OWNER an itemized cost breakdown together with supporting data. OWNER may audit CONTRACTOR's records related to such costs during normal business hours.
- C. The CONTRACTOR's total fee for overhead and profit shall not exceed 15% of the value of the additional work.
- D. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with Part 8 if:
 - 1. The quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly plus or minus fifty (50) percent from the estimated quantity of such item indicated in the Bid Form;
 - 2. There is no corresponding adjustment with respect to any other item of Work; or
 - 3. If CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.
- E. No increase in Contract Price shall be granted for Inexcusable Delays, unless otherwise agreed to by OWNER.

10.02 Change of Contract Time

- A. The Contract Time may only be changed by a Change Order. Any adjustment in the Contract Time shall be based on the following:
 - 1. Additional Work requested by OWNER,
 - 2. Work deleted from Contract by OWNER,
 - 3. Excusable delay, as approved by the PROJECT ENGINEER, or
 - 4. Approved written request submitted by CONTRACTOR.
- B. Excusable Delays in the completion of the entire Work or specified part thereof shall not give rise to default under the Contract by either party. Any such delays shall not entitle CONTRACTOR to any additional compensation. The sole remedy of CONTRACTOR shall be an extension of Contract Time pursuant to this Part 10.
- C. In presenting justification for any adjustment of Contract Time, CONTRACTOR shall not rely on their initial sequencing of the Work but shall rely on the updated schedule resulting from the delay or change in Work. The PROJECT ENGINEER may request the CONTRACTOR submit an updated schedule prior to approval of the request. The schedule shall be submitted in accordance with these Contract Documents. CONTRACTOR shall make every effort to reschedule any Work which is delayed by changes or unforeseeable conditions so as to minimize any additional time and cost to OWNER.

10.03 Delays Beyond Contractor's Control

- A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Time due to delay beyond the control of CONTRACTOR, the Contract Time will be extended in an amount equal to the time lost due to such delay if a Claim is made in accordance with Part 8.

10.04 Delays Within Contractor's Control

- A. The Contract Time will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR. Should the CONTRACTOR choose to relocate to an alternate area within the project to continue the Work, it shall be deemed as a delay within the CONTRACTOR's control and shall be at no cost to the OWNER.

10.05 Delays Beyond Owner's and Contractor's Control

- A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Time due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Time in an amount equal to the time lost due to the delay shall be CONTRACTOR's sole remedy for the delay.

10.06 Delay Damages

- A. In no event shall OWNER be liable to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or any surety for or employee or agent of any of them, for damages arising out of or resulting from:
 - 1. Delays caused by or within the control of CONTRACTOR; or
 - 2. Delays beyond the control of both OWNER and CONTRACTOR.
- B. Nothing in this section bars a change in Contract Price pursuant to this Part 10 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

10.07 Computation of Time

- A. Extensions to the Contract Time shall be granted in calendar days. If at the end of the project the final completion date falls on a non-business day, the PROJECT ENGINEER may, at their sole discretion, grant additional time so that the final completion date is a business day.

PART 11. TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

11.01 Notice of Defects

- A. Notice of all defects shall be given to CONTRACTOR upon discovery. All defective Work may be rejected, corrected, or accepted as provided in this Part 11.

11.02 Access to Work

- A. OWNER, DESIGN ENGINEER, DESIGN ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests shall have access to the Site and the Work for their observation, inspecting, and testing. CONTRACTOR shall provide proper and safe conditions for access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply.

11.03 Uncovering Work

- A. If any Work requiring inspection is covered prior to OWNER's approval, it shall be uncovered for OWNER's inspection at CONTRACTOR's expense, unless otherwise authorized by OWNER.

- B. If PROJECT ENGINEER considers it necessary that covered Work be inspected or tested, CONTRACTOR, at PROJECT ENGINEER's request, shall uncover or otherwise make available for inspection or testing that portion of the Work in question. The CONTRACTOR shall furnish all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER may be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim as provided in Part 8. If such Work is not found to be defective, CONTRACTOR may be allowed an increase in the Contract Price or an extension of the Contract Time or both, directly attributable to such uncovering, exposure, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefore as provided in Part 8.

11.04 Owner May Stop the Work

- A. If the Work is defective, or if CONTRACTOR's operations endanger or cause unapproved disruptions to the general public or facility, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to these Contract Documents, OWNER may order CONTRACTOR to stop the Work or any portion thereof, until the cause for such order is eliminated, and CONTRACTOR shall have no basis for making a claim. However, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

11.05 Temporary Suspension of Work

- A. The PROJECT ENGINEER shall have the authority to suspend the Work, wholly or in part, for such period or periods as deemed necessary, due to conditions that are considered unfavorable for the proper continuation of the Work. If it should become necessary to stop all work for an indefinite period, the CONTRACTOR shall store all materials in such manner that they will not deteriorate or become damaged in any way, and he shall take every precaution to prevent damage or deterioration of the Work performed, provide suitable drainage by opening ditches, shoulder drains, etc., and erect structures where necessary. The CONTRACTOR shall not suspend work without written authorization from PROJECT ENGINEER. Neither the failure of the PROJECT ENGINEER to notify the CONTRACTOR to suspend work on account of unfavorable conditions nor permission by the PROJECT ENGINEER to continue work during unfavorable conditions shall be a cause for the acceptance of any work which does not comply with these Contract Documents.

11.06 Correction or Removal of Defective Work

- A. CONTRACTOR shall correct all defective Work, or, if the Work has been rejected by PROJECT ENGINEER, remove it from the Project and replace it with Work that is not defective.

CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court, arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

11.07 Correction Period

- A. All Work completed under these Contract Documents shall be guaranteed by the CONTRACTOR for a period of one (1) year from the date of final completion. During that period, all defects discovered in the Work (to include land or other areas made available to the CONTRACTOR), as determined by the OWNER, shall be removed and replaced by the CONTRACTOR at no cost to the OWNER. All Work shall be done in accordance with these Contract Documents. The OWNER may conduct an independent inspection, at their sole expense, of the completed Work prior to the completion of the one (1) year warranty period.

Should the OWNER's inspection determine that the Work is not in accordance with these Contract Documents; the CONTRACTOR shall mobilize and make all necessary repairs at no expense to the OWNER. The CONTRACTOR will receive written notification from the OWNER, and be allowed the chance to review any available inspection pictures or other documentation. The CONTRACTOR shall respond to the OWNER with a plan of action within thirty (30) calendar days of receiving notification. The CONTRACTOR shall mobilize and begin to complete the Work within sixty (60) calendar days of receiving notification. The CONTRACTOR shall:

1. Repair such defective land or areas.
2. Correct such defective Work or, if the defective Work has been rejected by the PROJECT ENGINEER, remove it from the project and replace it with Work that is not defective.
3. Satisfactorily correct, repair, remove, or replace any damage to other Work, damage to the work of others, and damage to other land or areas.

If the CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the OWNER reserves the right to contract with another party to complete the warranty work, at the sole expense of the CONTRACTOR. All claims, costs, losses, and damages (including but not limited to all fees and charges or design professionals, attorneys, and other professionals and all court, arbitration or other dispute resolution costs arising out of or relating to such correction or repair or such removal and replacement of work of others) shall be paid by the CONTRACTOR.

The warranty period stated is specifically for the Work installed by the CONTRACTOR. Any collateral damage discovered during the warranty period will be investigated and the CONTRACTOR will be required to respond if the damage is determined to have occurred during the construction process.

- B. In special circumstances where a portion of the Work is placed in service before Final Completion of all the Work, the correction period for that portion may start from an earlier date if

so provided in these Contract Documents or by written authorization from the PROJECT ENGINEER.

- C. Where defective Work including restoration (and damage to other Work resulting therefrom) has been corrected, the correction period with respect to such Work shall be extended for an additional period of one year after such correction has been satisfactorily completed.
- D. CONTRACTOR's obligations under this Part 11 are in addition to any other obligation or warranty. The provisions of this Part 11 shall not be construed as a substitute for, a waiver of, the provisions of any applicable statute of limitation or repose.

11.08 Acceptance of Defective Work

- A. If, instead of requiring correction of defective Work to include restoration, OWNER may elect to accept the Work. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by PROJECT ENGINEER) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in these Contract Documents with respect to the Work, and OWNER may be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefore as provided in Part 8. If the acceptance occurs after final payment, an appropriate amount will be paid by CONTRACTOR to OWNER. Acceptance of defective Work does not relieve the CONTRACTOR from fulfilling the warranty requirements of these Contract Documents.

11.09 Owner May Correct Defective Work

- A. If CONTRACTOR fails to correct defective Work or to remove and replace rejected Work as required by PROJECT ENGINEER within the time frame provided in the written notification, OWNER may, after seven (7) calendar days written notice to CONTRACTOR, correct and remedy any such deficiency.
- B. In connection with such corrective and remedial action, the OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, and incorporate in the Work all materials and equipment for which OWNER has paid CONTRACTOR. CONTRACTOR shall allow OWNER's agents and employees, OWNER's other contractors, and DESIGN ENGINEER access to the Site to enable OWNER to exercise the rights and remedies under this Part 11.
- C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court, arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this Part 11 shall be charged against CONTRACTOR, and a Change Order shall be issued incorporating the necessary revisions in these Contract Documents with respect to the Work. The

OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefore as provided in Part 8. Such claims, costs, losses and damages shall include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

- D. CONTRACTOR shall not be allowed an extension of the Contract Time due to any delay in the performance of the Work attributable to the OWNER's rights and remedies under this Part 11.

PART 12. PAYMENTS TO CONTRACTOR AND COMPLETION

12.01 Progress Payments

A. Applications for Payments

1. The CONTRACTOR shall verify and coordinate monthly quantities with the PROJECT COORDINATOR. Quantities shall be based on the work completed as of the last Friday of the month (or the previous business day, should that Friday be a legal Holiday).
2. The CONTRACTOR shall prepare and submit a completed pay application to the PROJECT ENGINEER, including the following documentation:
 - a) Completed sales tax certificate, documenting the state and county sales tax paid for all materials consumed or to be consumed as part of the Work,
 - b) Affidavit E as required by the Disadvantaged Business Enterprise program, and
 - c) Copies of all invoices of materials claimed on the sales tax certificate.

The CONTRACTOR shall furnish two (2) copies of the pay application and all supporting documentation.

3. There shall be no payment for stored materials.

B. Sales Tax - The following procedure shall be followed relative to the North Carolina Sales Tax applicable to this Project. CONTRACTOR shall comply fully with the requirements outlined hereinafter, in order that the OWNER may recover the amount of the tax permitted under the law.

1. It shall be the CONTRACTOR's responsibility to furnish the OWNER documentary evidence showing the material used, sales tax paid, and County paid (County of sale) by the CONTRACTOR and each of his Subcontractors. Such evidence shall be transmitted with each pay estimate.
2. The documentary evidence shall consist of a certified statement by the CONTRACTOR and each of his Subcontractors individually showing total purchases of materials from each separate vendor and total sales taxes paid each vendor. The CONTRACTOR shall submit a certified statement with each pay request, for sales taxes paid during that pay

request period. A certified form is required even if no sales tax was paid for pay request period.

3. The CONTRACTOR shall not be required to certify the Subcontractor's statements, but must obtain the Subcontractor's certification.
4. CONTRACTOR shall furnish to OWNER invoices or copies of invoices for all materials, fixtures and equipment purchased within the pay request period, and such invoices shall state the amount of North Carolina sales tax paid. The CONTRACTOR shall only include only those items that will become part of the Work.
5. CONTRACTOR shall not include any tax paid on supplies, tools, and equipment, which they use to perform their contracts.

C. Retainage

1. The OWNER shall make monthly payment to the CONTRACTOR on the basis of a duly certified and approved estimate for the work performed during the preceding month under the Contract. In accordance with N.C.G.S. 143-134.1, the OWNER shall retain five percent (5%) of the amount of each monthly periodic payment. The OWNER may, after fifty percent (50%) of the Work has been completed, consider waiving further retainage on the project upon the following conditions:
 - a. Written consent of surety is received;
 - b. Satisfactory progress is being made on the Project; and
 - c. Prior to 50% completion, any nonconforming Work identified in writing by the OWNER has been corrected by the CONTRACTOR and approved by the OWNER.
2. The project shall be deemed fifty percent (50%) complete when the CONTRACTOR's gross pay estimate equals or exceeds fifty percent (50%) of the value of the Contract. Once the project is fifty percent (50%) complete and it is determined the CONTRACTOR is performing satisfactorily; the PROJECT ENGINEER will not retain any further retainage from periodic payments due to the CONTRACTOR. At that point, retainage will be held at two- and one-half percent (2.5%) of the Contract value, until either the Contract is completed, or the PROJECT ENGINEER deems it necessary to reinstate retainage.
3. The OWNER reserves the right to continue to retain payment, even in the event the CONTRACTOR's work is satisfactory, in order to ensure a total of two- and one-half percent (2.5%) retainage over the life of the project (Note – 2.5% retainage over the life of the project is equal to 2.5% of the Contract value). The OWNER reserves the right to withhold additional payments for unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against the OWNER or reasonable evidence that a third-party claim will be filed. Per the N.C.G.S., if retainage is discontinued or reduced, the PROJECT ENGINEER can reinstate retainage if it has been determined the CONTRACTOR's performance is unsatisfactory. The PROJECT

ENGINEER can reinstate retainage for each subsequent pay estimate up to the maximum amount of five percent (5%).

D. Review of Applications

1. PROJECT ENGINEER will, within ten (10) business days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the application to OWNER or return the application to CONTRACTOR indicating in writing PROJECT ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR shall make the necessary corrections and resubmit the application.
2. PROJECT ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by PROJECT ENGINEER to OWNER, that to the best of PROJECT ENGINEER's knowledge, information and belief:
 - a. The Work has progressed to the point indicated;
 - b. The quality of the Work is generally in accordance with these Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Final Completion, to the results of any subsequent tests called for in these Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Part 9, and to any other qualifications stated in the recommendation); and
 - c. The conditions precedent to CONTRACTOR being entitled to such payment appears to have been fulfilled.
3. By recommending any such payment PROJECT ENGINEER shall not be deemed to have represented that:
 - a. Inspections made to check the quality and/or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to PROJECT ENGINEER in these Contract Documents; or
 - b. There may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.
4. Neither PROJECT ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments, nor PROJECT ENGINEER's recommendation of any payment, including final payment, will impose responsibility on PROJECT ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on PROJECT ENGINEER to make any

examination to ascertain how or for what purposes CONTRACTOR has used the monies paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any liens.

5. PROJECT ENGINEER may refuse to recommend the whole or any part of any payment if, in PROJECT ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in this Part 12. PROJECT ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in PROJECT ENGINEER's opinion to protect OWNER from loss because:
 - a. The Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. The Contract Price has been reduced by Change Orders;
 - c. OWNER has been required to correct defective Work or complete Work in accordance with Part 11; or
 - d. PROJECT ENGINEER has actual knowledge of the occurrence of any of the events outlined in Part 13.

E. Payment Becomes Due

1. Twenty (20) business days after providing the Application for Payment to OWNER with PROJECT ENGINEER's recommendation, the amount recommended will become due and will be paid by OWNER to CONTRACTOR.

F. Reduction in Payment

1. OWNER may refuse to make payment of the full amount recommended by the PROJECT ENGINEER because:
 - a. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such liens;
 - b. There are other items entitling OWNER to a reduction of the amount recommended; or
 - c. OWNER has actual knowledge of the occurrence of any of the events outlined in Part 13.
2. If OWNER refuses to make payment of the full amount recommended by PROJECT ENGINEER, OWNER must give CONTRACTOR written notice stating the reasons for such action and pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so with-

held, or any adjustment thereto agreed to by OWNER and CONTRACTOR, upon satisfactory resolution of the issue.

12.02 Contractor's Warranty of Title

- A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all liens.

12.03 Partial Utilization

- A. Use by OWNER of any completed part of the Work which has specifically been identified in these Contract Documents or as authorized in writing by PROJECT ENGINEER, and is a separately functioning and usable part of the Work that can be utilized by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Final Completion of all the Work subject to the following conditions;
 - 1. OWNER and CONTRACTOR shall make an inspection of that part of the Work to determine its status of completion. If PROJECT ENGINEER does not consider that part of the Work to be complete, PROJECT ENGINEER will notify CONTRACTOR in writing. If PROJECT ENGINEER considers that part of the Work to be complete, the PROJECT ENGINEER will notify the CONTRACTOR in writing that the OWNER will begin partial utilization of that Work.
 - 2. The CONTRACTOR remains responsible for completing or fulfilling all contractual obligations remaining to the Work being utilized.
 - 3. No occupancy or separate operation of part of the Work will be accomplished prior to CONTRACTOR's compliance with the requirements of these Contract Documents pertaining to insurance.

12.04 Final Completion

- A. Completed work is all work outlined in these Contract Documents that has been installed, tested, inspected, disinfected, backfilled, paved, all above ground restoration has been performed, and CONTRACTOR has completed all the Work in an acceptable manner in accordance with the terms of the Contract. ***All Work outlined in these Contract Documents shall be completed, prior to the CONTRACTOR requesting an inspection by the PROJECT COORDINATOR.***
- B. When the PROJECT COORDINATOR deems the project complete and ready for final inspection, the PROJECT COORDINATOR shall notify the PROJECT ENGINEER. The PROJECT ENGINEER shall schedule a final inspection between the OWNER and CONTRACTOR. During the final inspection any items documented shall be compiled in a final punch list and provided to the CONTRACTOR within five (5) business days. The

CONTRACTOR shall be required to complete each item in the final inspection punch list within thirty (30) calendar days of receipt. Failure to complete the punch list in that time may result in liquidated damages being assessed. The project will not be considered complete until all punch list items are completed and accepted, unless otherwise determined by the PROJECT ENGINEER. All punch list items shall be completed prior to release of final payment. Once PROJECT ENGINEER considers the Work to be complete a written notice of acceptance will be issued.

12.05 Warranty Period

- A. The warranty period will cover a corrections period of one (1) full year after the Final Completion date. The CONTRACTOR shall submit a warranty agreement form which guarantees to the PROJECT ENGINEER/OWNER that all Work has been completed in accordance with these Contract Documents and will not be defective. The CONTRACTOR shall address all defective work in accordance with Part 11.
- B. Neither the final certificate of completion, final payment, acceptance of the premises by the OWNER, nor any provisions of the Contract, nor any other act or instrument of the OWNER or PROJECT ENGINEER shall relieve the CONTRACTOR from responsibility for negligence, or faulty materials, workmanship, or failure to comply with these Contract Documents.

12.06 Final Payment

- A. Application for Final Payment
 - 1. After CONTRACTOR has, in the opinion of PROJECT ENGINEER, satisfactorily completed all items identified during the final inspection and has provided all completion documents required in accordance with these Contract Documents the CONTRACTOR may make application for final payment.
 - 2. The final Application for Payment shall be accompanied by:
 - a. All documentation called for in these Contract Documents;
 - b. AIA document G707, "Consent of Surety Company to Final Payment;"
 - c. Complete and legally effective releases or waivers of all Lien rights arising out of or Liens filed in connection with the Work, (AIA document G706A, "Contractor's Affidavit or Release of Liens" and AIA document G706, "Contractor's Affidavit of Payments of Debts & Claims", or similar form) in accordance with Chapter 44A of the North Carolina General Statutes.
 - 3. Notwithstanding any other provision of these Contract Documents to the contrary, the OWNER is under no duty or obligation whatsoever to any Subcontractor, laborer, or other party to ensure that payments due and owed by CONTRACTOR to any of them are or will be made. Such parties shall rely only on CONTRACTOR's surety bonds for remedy of nonpayment by CONTRACTOR.

B. Review of Application

1. Once the PROJECT ENGINEER is satisfied that the Work has been completed and CONTRACTOR's obligations under these Contract Documents have been fulfilled, PROJECT ENGINEER will, within ten (10) business days indicate in writing PROJECT ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. Otherwise, PROJECT ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Twenty (20) business days after providing the Final Application for Payment to OWNER with PROJECT ENGINEER's recommendation, the amount recommended will become due and will be paid by OWNER to CONTRACTOR.

12.07 Final Completion Delayed

- A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if PROJECT ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of PROJECT ENGINEER, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted.

12.08 Liquidated Damages

- A. If the progress of completion of the Work is delayed by any fault, neglect, act or failure to act, on the part of the CONTRACTOR or anyone acting for or on the behalf of the CONTRACTOR so as to cause any additional costs, expense, liability or damage to the OWNER or any damage or additional cost or expense for which the OWNER may or shall become liable, the CONTRACTOR shall and does hereby agree to compensate the OWNER for, and to indemnify the OWNER against all such costs, expenses, liabilities and damages.
- B. For each consecutive calendar day of delay beyond the time specified for the Contract Completion date, the CONTRACTOR shall be assessed liquidated damages as indicated in the Bid Form. Liquidated damages will be withheld from amounts which may be or may become payable to the CONTRACTOR by the OWNER. Should the cost of these sustained damages exceed the amounts owed by the OWNER, the CONTRACTOR shall pay the difference to the OWNER.

12.09 Waiver of Claims

- A. The making and acceptance of final payment will constitute:

1. A waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection from failure to comply with these Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under these Contract Documents.
2. A waiver of all Claims by CONTRACTOR against OWNER.

PART 13. SUSPENSION OF WORK AND TERMINATION

13.01 Owner May Suspend Work

- A. At any time and without cause, OWNER may suspend the Work or any portion thereof by providing written notice to CONTRACTOR. The CONTRACTOR shall resume the Work as directed by OWNER. CONTRACTOR may be allowed an adjustment in the Contract Price or an extension of the Contract Time, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefore as provided in Part 8. An adjustment to the Contract Time shall only be considered if the CONTRACTOR was delayed for a time period greater than twenty-four (24) hours.
- B. If OWNER stops work in accordance with Part 11, or excludes CONTRACTOR from the Site, suspends CONTRACTOR's services, or suspends the Work or any portion thereof because of CONTRACTOR's failure to perform the Work in accordance with these Contract Documents, CONTRACTOR shall not be entitled to an extension of Contract Time.

13.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will justify termination for cause:
 1. CONTRACTOR's persistent failure to perform the Work in accordance with these Contract Documents;
 2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;
 3. CONTRACTOR's disregard of the authority of OWNER; or
 4. CONTRACTOR's violation in any substantial way of any provisions of these Contract Documents.
- B. If one or more of the events identified above occur, OWNER may, after giving CONTRACTOR and the surety seven (7) calendar days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site, take possession of the Work, incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work. In such case, CONTRACTOR shall not be entitled to receive any further payment.

- C. Any claims, costs, losses, and damages incurred by OWNER will be reviewed by PROJECT ENGINEER and, when so approved, incorporated in a Change Order. If all claims, costs, losses, and damages (including but not limited to all the fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other disputed resolution costs) exceed the unpaid balance of the Contract, CONTRACTOR shall pay the difference to OWNER. When exercising any rights or remedies under this paragraph, OWNER shall not be required to obtain the lowest price for the Work performed.
- D. Where OWNER has terminated CONTRACTOR's services, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies due CONTRACTOR by OWNER will not release CONTRACTOR from liability.
- E. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or from such termination.

13.03 Owner May Terminate For Convenience

- A. Upon seven (7) calendar days written notice to CONTRACTOR the OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):
 - 1. For completed and approved Work executed in accordance with these Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by these Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. For all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others;
 - 4. For reasonable expenses directly attributable to termination as approved by OWNER.

13.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than ninety (90) consecutive calendar days by OWNER or under an order of court or other public authority, or PROJECT ENGINEER fails to act on any Application for Payment within thirty (30) calendar days after it is submitted, or OWNER fails for forty five (45) calendar days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven (7) calendar days written notice to OWNER, and provided OWNER does not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the

same terms as provided in Part 13. In lieu of terminating the Contract and without prejudice to any other right or remedy, if PROJECT ENGINEER has failed to act on an Application for Payment within thirty (30) calendar days after it is submitted, or OWNER has failed for forty five (45) calendar days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven (7) calendar days after written notice to OWNER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest in accordance with the NCGS. The provisions of this paragraph are not intended to preclude CONTRACTOR from making a Claim under Part 8 for an adjustment in Contract Price or Contract Time or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

- B. The words "suspended" and "suspension" in this Part 13 shall not refer to the legal doctrine known as "constructive suspension" but shall only refer to a stoppage of the Work by express order of OWNER without cause.

PART 14. DISPUTE RESOLUTION

14.01 Methods and Procedures

- A. These Contract Documents shall be construed, governed, and interpreted under the law of the State of North Carolina. Should any dispute arise out of or pertaining to the performance of these Contract Documents, such disputes shall be litigated and decided either solely in the District Court Division or in the Superior Court Division of the General Court of Justice of the County of Cumberland, North Carolina. This forum selection clause is mandatory and binding on all parties.

PART 15. MISCELLANEOUS

15.01 Giving Notice

- A. Whenever any provision of these Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

15.02 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of these Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in these Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

15.03 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with these Contract Documents, as well as all continuing obligations indicated in these Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract.

15.04 Controlling Law

- A. This Contract is to be governed by the law of the State of North Carolina. All claims, disputes, and other matters in question arising out of, or relating to, this Contract not resolved by negotiation shall be resolved by legal action instituted and tried in the General Courts of North Carolina under North Carolina law with venue for trial being Cumberland County.

15.05 Historical or Archaeological Deposits

- A. If, during the course of construction, evidence of deposits of historical or archaeological interest are found, CONTRACTOR shall immediately cease operations affecting the find and shall notify OWNER, who shall notify the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until CONTRACTOR has been notified by OWNER that he may proceed. OWNER will issue a Notice to Proceed only after the state official has surveyed the find and made a determination to OWNER. Compensation to CONTRACTOR, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or Change Order provisions of these Contract Documents. (Reference: 80 Stat 915, 16 USC 470, and Executive Order No. 11593 of May 31, 1971.)

15.06 Antitrust

- A. By entering into a Contract, CONTRACTOR conveys, sells, assigns, and transfers to OWNER all rights, title, and interest in and to all causes of action CONTRACTOR may now have or hereafter acquire under the antitrust laws of the United States and the State of North Carolina relating to the particular goods or services purchased or acquired by OWNER under the said Contract.

15.07 Lien

- A. It is expressly agreed that after any payment has been made by OWNER to CONTRACTOR for work done, or labor or material supplied as required and described in the Contract, OWNER will have a lien upon all material delivered to the site by or for CONTRACTOR or any Subcontractor.

15.08 Employment Discrimination

- A. During the performance of this Contract, CONTRACTOR agrees as follows:

1. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin, except where religion, sex, disability, or national origin is a legitimate occupational qualification reasonably necessary to the normal operation of CONTRACTOR. CONTRACTOR agrees to post notices setting forth the provisions of this nondiscrimination clause in areas accessible to employees and applicants for employment.
 2. CONTRACTOR, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, will state that such CONTRACTOR is an equal opportunity employer.
 3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for meeting the requirements of this section.
- B. CONTRACTOR will include the provisions of the foregoing Paragraphs 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor.

***** END OF SECTION *****

DIVISION I GENERAL REQUIREMENTS

01000 – SPECIAL PROVISIONS

PART 1.

1.01 PURPOSE

These Special Provisions are intended to supplement and amplify the requirements of these Contract Documents. Where any article or item of these Contract Documents are modified or deleted by this section, the remaining unaltered provisions of that article, paragraph, subparagraph, or clause shall remain in effect. In the event of a conflict, these Special Provisions shall take precedence.

1.02 CUSTOMER SERVICE

The Contractor is expected to make every effort to reduce the impact of their operation to Fayetteville Public Works Commission's (PWC) operation and maintenance of the water and sewer system, and the affected customers within the project area. Full cooperation and coordination with PWC personnel, other utilities, and customers is expected. It shall be expected that the Contractor will promptly respond to any concerns voiced by customers and/or PWC personnel, and make every effort to resolve them immediately. Providing exemplary customer service shall be incidental to this Contract, and no additional payment will be made for this service.

1.03 REPLACEMENT OF FENCING

The Contractor is to replace any fencing disturbed as part of their operations for the work described within these Contract Documents. Fence replacement is considered incidental to the operation, and no additional payment will be made for this work. In addition, if temporary fencing is required, the Contractor shall provide such fencing as necessary, at no additional cost to the Owner. The Contractor is responsible to coordinate the fence removal and replacement for both the temporary and permanent placement with the property owner. Fences shall be removed and replaced, using new materials as required, to restore the fence to the original condition or better.

1.04 PRECONSTRUCTION VIDEO

The Contractor shall complete a pre-construction video inspection of the project area, to document pre-existing conditions. The video shall be in a playable electronic video format (i.e.AVI, .WMV, .MOV, .MP4) contained on a high capacity flash drive or portable external drive. The intent of this video is to document the roadside conditions, easement areas, the driveways, the condition of the curb and gutter, the condition of the mailboxes, fences and gates, retaining walls, any other resident installed improvements; and the condition of the sod. It is advised that the video start on one side of the street, proceed to an intersection and then return down the other side. An additional pass showing the road centerline from a high viewing angle is preferred but not necessary. The Contractor shall also include any easement areas, especially those passing through yards, driveways, etc. The video must identify the house number and the street name in the audio track and visually. The video must be accompanied by an index sheet identifying the streets of the project by time position on the video. The Contractor may also include any pre-existing conditions they want brought to the attention of the

Project Engineer by including notes and time position on the index sheet. The Contractor can also include still pictures of the areas, for additional documentation. Two (2) copies of the video and any other accompanying data shall be submitted to the Project Engineer before the first payment application can be released and the cost for the video shall be incidental.

1.05 PROJECT SIGN

The project sign(s) shall be submitted, approved, and installed prior to the start of construction activities. The Contractor shall install a project sign(s) within the project limits in the location(s) shown on the plans or as directed by the Owner, at no additional cost.

1.06 WORKING DAYS, EMERGENCIES, PUBLIC ACCESS, AND MEETINGS

A. WORKING DAYS & HOURS

Regular working hours shall not exceed 40 hours per week, 8 hours per day (between the hours of 7:00 a.m. and 5:00 p.m.) Monday through Friday. No work is permitted on legal holidays (to include holiday weekends). No work, unless otherwise required due to an emergency and authorized by the Fayetteville Public Works Commission, shall be performed on weekends or after hours without prior written approval from the Fayetteville Public Works Commission. Requests to work other than regular working hours must be submitted in writing to the Fayetteville Public Works Commission a minimum of two (2) full business days in advance in order to arrange for appropriate personnel to be at the site of the Work. Requests shall only be approved if the Fayetteville Public Works Commission determines that the work is necessary in order to meet the Contract completion date. The written request shall include a proposed schedule for the work to be completed.

During the course of construction, it may be necessary to complete portions of the Work outside the normal working hours, to accommodate the utility owner's operations, traffic, and/or public convenience. The Contractor, Project Engineer and utility owner will determine an acceptable schedule required for work during such hours. The costs for such Work shall be considered incidental to the Project and no additional payment will be made.

Inspector Overtime shall be charged during those times when the Contractor is authorized to work outside of the normal working hours outlined above. The overtime will be charged at \$80.00 per hour. The Project Coordinator shall be present at all times when the Contractor is approved to work outside of normal hours. The overtime charge will be deducted from the Contractor's pay application. Inspector overtime may be waived for circumstances beyond the Contractor's control as deemed by the Project Engineer or Project Coordinator.

During normal working hours and days, the Contractor shall have all equipment, materials, and personnel out of the work area (to include easements) by 5:00 p.m., unless specific permission has been granted by the Owner. Should the Contractor fail to have all equipment, materials, and personnel out of the work area by 5:00 p.m., the Owner shall assess a penalty of \$250 per 30-minute interval or any portion thereof, until the Contractor has left the site. This penalty will be deducted from the Contractor's pay application or be billed directly to the Contractor. The penalty may be waived for circumstances beyond the Contractor's control, as deemed by the Project Engineer or Project Coordinator.

Should the Contractor be granted permission to work outside of the normal working day or time, the Contractor shall adhere to the time restrictions agreed to in the Project Engineer's approval of the

request. The Contractor will be assessed a penalty of \$250 per 30-minute interval for any portion thereof, should the Contractor fail to leave the site at the agreed upon time. Inspector overtime will be charged during the approved hours, as outlined above. The penalty may be waived for circumstances beyond the Contractor's control, as deemed by the Owner.

Note: The Contractor, may, without penalty, complete servicing of equipment in the approved staging yard after normal work hours.

Legal holidays observed by the Owner include New Year's Day, Martin Luther King's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving (2 days), and Christmas (2 days). Should the Contractor or subcontractor operations shut down for a period of time exceeding three (3) consecutive calendar days all equipment shall be secured in the approved storage yard. Equipment shall not be stored in the right of ways of the project beyond a period of three (3) consecutive calendar days unless approved in writing by the Project Engineer.

B. EMERGENCY RESPONSE

The Contractor shall maintain a construction crew capable of performing emergency maintenance work 24 hours a day, 7 days a week to include all holidays. As a minimum, phone numbers shall be furnished for at least three (3) individuals in responsible charge (capable of making company binding decisions) to be available at all times (24 hours a day, 7 days a week to include all holidays). The emergency phone numbers and responsible individual's names will be provided to the Project Engineer. In the event of an emergency, PWC Dispatch will contact the Contractor and the Project Coordinator. The Contractor's designated emergency personnel shall be expected to respond and perform emergency maintenance work immediately, in less than two (2) hours, or the work will be performed by the appropriate utility owner and all associated costs billed to the Contractor.

Once onsite the Contractor shall notify the PWC's Emergency Dispatcher (910-678-7400) of the problem, the anticipated response time and the estimated time required to complete the repair work (AQUA Emergency 877.WTR.AQUA or 877.987.2782). It is the Contractor's responsibility to immediately respond to any emergency in their project area. It is expected that the Contractor will have the appropriate repair materials on-site in order to provide an immediate response to any water, sewer, street, and/or storm emergency. Should it be determined that the cause of the water, sewer, street and/or storm emergency is not the fault of the Contractor, reimbursement of their expenses related to the repairs will be made. No reimbursement to the Contractor shall be made for repairs resulting from the Contractor's actions and/or negligence.

C. OFFICE FACILITIES

The Contractor shall provide at his expense telecommunications via cellular phone at all times on the job site. The Project Superintendent must be onsite and accessible by telephone at all times while work is progressing. The Project Superintendent shall have access to plans, contract documents, permits, and encroachment agreements at all times whether an office facility is provided by the Contractor or not.

D. CONSTRUCTION MEETINGS

During the construction period, monthly project progress meetings shall be scheduled by the Project Engineer and the Contractor's attendance will be mandatory. The scheduled date and times will be established by the Project Engineer. The cost for the Contractor to attend the monthly progress meetings shall be incidental to the Contract.

1.07 PUBLIC CONVENIENCE

A. CONTRACTOR'S DUTY AND OBLIGATION TO THE PUBLIC

The Contractor at all times shall conduct the work in such a manner as to ensure the least obstruction to traffic practicable. The convenience of the general public and of the residents and businesses along and adjacent to the street(s) shall be provided for in a satisfactory manner, consistent with the operation and local conditions. The Contractor shall construct and maintain any necessary ramps, boardwalks, or other means to maintain pedestrian traffic. Costs for such work shall be incidental to the unit prices bid. The Contractor shall at all times cooperate with the public and merchants affected by the construction operations and shall maintain good public relations at all times.

The Contractor shall schedule and stage construction in a sequence to minimize disruption to the largest number of residents/businesses for the shortest period of time. Special considerations shall be given to the neighborhood solid waste and trash collection schedule, mail delivery, and bus routes, if applicable.

B. PUBLIC SAFETY

The Contractor shall barricade all work, roads, etc. to keep the public away from the construction. The Contractor shall provide protection to all portions of the Work when the work is not in progress. The Contractor shall provide and install all measures necessary to protect the public. Damage due to the lack of proper protection shall be the Contractor's sole responsibility.

The Contractor and subcontractors shall be responsible for any damage to any Owner's property, private property, or property owned by other utilities. The Contractor shall repair all damage to as good as or better than existing conditions. The Contractor and subcontractors shall be responsible for and pay any claims.

C. JOBSITE REQUIREMENTS

In addition to requirements outlined in these Contract Documents, the following are mandatory requirements that will be strictly enforced:

- Posted speed limits shall be strictly adhered to. No speeding.
- Driveways shall not be blocked without prior notification and coordination with the resident.
- To the maximum extent possible, one lane of traffic shall be maintained at all times.
- Excess soil, stone, equipment, materials, etc. in the road or along the right-of-way shall be removed at the end of each work day. Soil, stone, millings, pipe, etc., shall not be stored or stockpiled in the road right-of-way.
- All trenches, excavations, or other hazards in the vicinity of the work shall be well barricaded and properly lighted at night.
- Mailboxes and traffic signs shall be only removed as necessary to facilitate the installation of the Work and shall be reinstalled during the same day of removal. Any damages to mailboxes, signs or posts shall be repaired by the Contractor at no cost to the Owner.
- Portable toilets shall be provided for workers. These facilities shall be placed discretely out of public view, kept clean, and orderly.

- Contractor(s) shall not enter onto private property for the purpose of using water or electricity without the written permission of the property owner.
- The use of profane or abusive language or obscene gesturing by workmen will not be tolerated and will be just cause for immediate dismissal from the project site as directed by the Owner or its authorized representative.
- OSHA safety measures are to be maintained at all times.
- An English-speaking Contractor's representative is required for each separate work crew.
- Do not litter at any time.
- Respond to all complaints within 24 hours.
- Wear proper protective clothing (hard hats, shoes, shirts, etc). Personnel must wear an approved safety vest at all times while working on the Owner's project.
- During the installation of the utilities, the excavated material may be temporarily stockpiled adjacent to the work area. In no case shall stockpiled material be allowed to remain for a period of time exceeding the work day.
- The trench shall be completely backfilled at the end of each work day.
- If construction is temporarily halted during the work day, the open trench shall be manned continuously.
- Damage to sod and/or grass along the street right-of-way due to (but not limited to) temporarily stockpiled material, construction travel and other construction related activities shall be replaced with sod at the Contractor's sole expense.

D. INTERMEDIATE COMPLETION

When deemed necessary by the Project Engineer, the Contractor shall complete his work to such a point as designated. Completion of the work to the designated point shall not be considered an acceptance of the project or any part of it, or as a waiver of any of the provisions of these Contract Documents. Necessary repairs or renewals made on any section of the Work, which has been completed under instructions from the Project Engineer, due to defective materials or work pending completion and acceptance, shall be performed at the expense of the Contractor.

PART 2.

CONSTRUCTION REQUIREMENTS

2.01 EROSION AND SEDIMENT CONTROL

A. EROSION AND SEDIMENT CONTROL PLAN

The provisions of The Sedimentation Pollution Control Act of 1973 as implemented by Title 15, N.C. Administrative Code, Chapter 4, Sedimentation Control, Subchapters 4A, 4B and 4C as amended (5 NCAC 4A, 4B and 4C), shall be applicable to this project. The Owner has secured an approved plan from the North Carolina Department of Environmental Quality (NCDEQ).

Minimum requirements for erosion control are shown on the drawings, based on anticipated construction methods. The Contractors shall adjust the measures to complement their type of construction and prevent the transmittal of silt. All fees, penalties, fines for non-compliance, and all civil actions resulting therefrom shall be the Contractor's responsibility and shall in no way involve the Owner. The Contractor shall notify the Owner immediately of any fine, penalty, or notice of non-compliance by NCDEQ. The Contractor may be required to modify or supplement the approved measures at no additional cost to the Owner. All erosion control measures shall

remain serviceable until the site is restored and stabilized, upon such time the measures shall be removed by the Contractor, and final payment may be approved.

The Contractor shall be required to prepare and obtain an approved erosion control plan addressing staging/storage areas, haul roads, borrow pit operations and/or disposal/waste areas. The Contractor shall pay all fees associated with the supplemental plan and a copy of the NCDEQ approved plan shall be furnished to the Owner. Work cannot begin until the plan is approved. Permanent and temporary erosion control measures proposed by the Contractor for staging areas, haul roads, etc. shall be at the Contractor's expense and shall not constitute additional compensation.

The Contractor shall be required to display at the job-site office (or readily available on the project site) both the Owner's Erosion Control Permit and the Contractor's Erosion Control Permit.

2.02 SITE WORK

A. SITE LAYOUT AND STAKING

Construction staking will be performed by the Design Engineer who will also prepare and furnish construction cut sheets to the Owner and Contractor. The Contractor shall not install any utilities without a cut sheet. All requests for staking will be made not less than 96 hours in advance.

Utilities shall be installed at the locations and elevations indicated on the cut sheets unless otherwise approved by the Owner. Should a conflict arise between the Contract Drawings and the cut sheets, the cut sheets shall take precedence. Contractor shall make the Project Coordinator aware of any conflict between the Contract Drawings and the cut sheets as soon as it is discovered. The Contractor shall verify invert elevations of all water mains, sewer mains, water laterals, sewer laterals, and manholes by instrument.

2.03 UTILITIES

A. OWNERSHIP OF EXISTING UTILITIES

Existing utilities indicated on the Plans to be abandoned shall remain the property of the utility owner. The Contractor shall be responsible for removing the existing utilities as noted on the plans and removing the material from the site unless otherwise directed by the utility owner. The utility owner shall have the right of first refusal regarding the salvage of the material.

B. CONSTRUCTION AROUND UTILITY POLES AND GUY WIRES

The Contractor will be required to perform construction work around utility poles and guy wires which may be left in place within the construction limits of the project. The Contractor shall contact the owner of the utility to coordinate securing the poles during construction. It may be necessary for the Contractor to hire an electrical utility contractor to secure poles. All work outlined in this paragraph shall be at no additional cost to the Owner.

C. UTILITY COORDINATION

Coordination with the Project Engineer, Project Coordinator, and utility owner shall be a requirement of this Contract.

Coordination of temporary interruptions to gas, electric, cable and telephone services shall be the responsibility of the Contractor. The Contractor shall schedule a coordination meeting with the Project Coordinator, Project Engineer and the utility owner a minimum of three (3) business days prior to any planned service interruption.

Coordination of temporary interruptions to water and/or sewer services shall be the responsibility of the Contractor. The Contractor shall schedule a coordination meeting with the Project Coordinator, Project Engineer, and utility owner a minimum of three (3) business days prior to any planned service interruption. The duration of the service interruption shall be coordinated with the utility owner and the Project Coordinator. Service interruptions to residents shall be limited to no more than eight (8) hours at any given time. If the service interruption is anticipated to exceed eight (8) hours, temporary service shall be provided. The Contractor shall provide all the necessary equipment and materials for temporary service. The notifications shall describe the work to be undertaken and approximate dates of the work. The text of the notifications shall be approved by the PWC in advance. The Contractor shall furnish a copy of the notification to the Project Coordinator each time such notification is issued to the residents.

Whenever the property owner's use of the water and/or sanitary sewer must be interrupted by the Work, the Contractor shall notify the residents a minimum of 48 hours prior to service interruption. This notification shall be accomplished with door hanger notification cards placed at the addresses of the affected residents. Property owners shall be informed when service interruption takes place and the expected duration. The Contractor shall make every effort to minimize inconvenience to the public and property owners.

For service interruptions on PWC's water system, refer to the 'Water Outage' requirement in Section 2.05 of these Special Provisions.

The utility owner shall supervise the Contractor's operation of their facilities within the work area.

D. PROTECTION OF EXISTING UTILITIES

The Contractor shall take every precaution to prevent damage to existing utilities. Any damage to existing utilities shall be replaced or repaired by the Contractor.

If existing water and/or sewer utilities are damaged, the Contractor shall immediately notify the utility owner and the Project Coordinator. The Contractor shall immediately commence repairs to the damaged water and/or sewer utility in accordance with the utility owner's requirements. The Contractor shall ensure that no debris from construction operations is allowed to enter the existing sewer system.

If the Contractor damages other utilities (CATV, telephone, etc.) the Contractor shall immediately notify the utility owner and Project Coordinator.

Any damage to the City of Fayetteville's storm drainage infrastructure shall be repaired in accordance with City of Fayetteville requirements within seven (7) business days after damage occurs. All costs associated with the required repairs shall be the responsibility of the Contractor, at no cost to the Owner.

E. SPILL RESPONSE

The Contractor shall not discharge or pump any sewage, solids, or debris on the ground, streets, storm water system, ditches, or streams. Any sewage spills shall be immediately reported to the PWC Water Resources Construction Department, (910) 223-4716. After normal business hours, the Contractor shall contact the PWC dispatch center, (910) 678-7400.

In the event that raw sewage is spilled, discharged, leaked or otherwise deposited in the open environment, due to the Contractor's work, the Contractor is responsible for any clean-up of solids and disinfection of the area affected. This work will be performed at the Contractor's expense with no additional cost to the Owner. The Contractor is also responsible for complying with all regulatory requirements in regards to the size spill with no additional cost to the Owner. The Contractor shall cooperate fully with the Owner and the applicable state agencies in responding to and cleaning up the spill. Any work completed by the Owner in responding to a spill caused by the Contractor's operations shall be billed to the Contractor.

Where sewage has backed up into a property due to the Contractor's operation, the Contractor shall immediately notify the Owner, inspect the property with the Owner's representative and agree on remedial measures. The Contractor shall be responsible for all cleaning, repair and/or replacement of damaged property, temporary relocation of all occupants of the affected properties, if required, all to the satisfaction of the property owner. These actions shall be undertaken immediately upon learning of the backup. Cleaning shall be performed by firms specializing in this type of work. All costs associated with the cleaning, repair, replacement of damages, occupant accommodations, insurance and spill remediation shall be the responsibility of the Contractor. All remediation measures required as part of a spill response are part of acceptance of the project, and final payment shall not be made until such time all required measures are addressed and approved by the appropriate regulatory agency.

F. DAMAGE TO EXISTING UTILITIES

If the Work is delayed as a result of damage to an improperly marked utility, the Contractor may request an extension of the Contract Time in accordance with these Contract Documents. Should the Contractor determine compensation for the delay is also warranted, the Contractor shall submit a claim to the utility owner. Adjustments to the Contract Price will not be made due to delays or additional work resulting from damage to existing utilities that are not properly located.

If the Work is delayed as a result of damage to a properly marked utility, no additional Contract Time or compensation shall be granted.

G. CROSSING OF ASBESTOS-CEMENT WATER MAINS

Where the proposed sewer main crosses an existing PWC water main, the Contractor shall pothole the existing water main to verify the pipe material. If the existing water main material is asbestos-cement (AC), the Contractor shall replace a minimum of 20 feet of the water main with ductile iron. It is the Owner's sole determination as to the length of water main to be replaced. The replacement shall be scheduled so that it is completed prior to the sewer installation. All required notification to affected customers shall be done in accordance with these Contract Documents. Installation of the new ductile iron water main shall be in accordance with PWC requirements. The Contractor shall follow all applicable federal, state, local rules and regulations regarding cutting and disposing of AC pipe.

NOTE: THIS REQUIREMENT DOES NOT APPLY TO THOSE WATER MAINS OWNED BY AQUA AMERICA.

H. CROSSING EXISTING OR PROPOSED UTILITIES

The Contractor shall conduct their operations so that the following requirements are adhered to:

1. Underground telephone, cable TV, and gas utilities or conduit banks shall be crossed maintaining a minimum of 12-inch separation or clearance.
2. Electrical crossings shall be performed while the conductor is de-energized and at all times in the presence of the utility owner. Electrical crossings shall be in accordance with NESC requirements. Electrical primary conductor crossings shall be as follows:
 - a. Crossing over a conductor, maintain a minimum of 12-inches of undisturbed soil encasing the conductor.
 - b. Crossing under a conductor shall be accomplished by boring, maintaining 12-inches of undisturbed soil encasing the conductor.

No separate payment shall be made for this work.

I. REPLACEMENT OF PWC WATER SERVICES

The Contractor shall replace the existing water services that are damaged as a result of their operations in accordance with PWC standards. Damaged water services shall be replaced from the meter to the existing main utilizing copper tubing and all new fittings. The Contractor shall properly abandon the existing tap, and install a new tap, utilizing a new tapping saddle and corporation in accordance with PWC standards.

The Contractor shall be responsible for connecting the new tailpiece to the customer's existing service utilizing brass fittings. The Contractor is responsible for all necessary fittings in order to connect the copper tubing to the existing meter.

The existing meter boxes shall be replaced as part of the renewal of the water services. A composite, H-20 rated meter box shall be used if the meter is to be located in asphalt or concrete. The Contractor shall be responsible for furnishing and installing the meter boxes. All work shall be approved by the Project Coordinator.

Should the Project Engineer determine that an existing water service be replaced, the Contractor shall replace that service in accordance with the above paragraphs.

J. REPLACEMENT OF WATER SERVICES (AQUA)

The Contractor shall replace the existing water services that are damaged as a result of their operations, with 1-inch polyethylene CTS, 200 PSI pipe for doubled services. Should the service encountered be a single service it shall be replaced with ¾-inch CTS 200 PSI pipe. The services shall be replaced main to meter. In accordance with AQUA America requirements, no couplings shall be used on service lines. Single strap saddles made of brass shall be used with brass compression corporation stops. All water laterals shall have at least three (3) feet of cover. Should the Contractor's operations damage properly marked services they shall be replaced at no cost to AQUA America or the Owner. If services are not properly marked the Contractor will need to seek reimbursement through AQUA America. The Contractor shall properly abandon the

existing tap, and install a new tap, utilizing a new tapping saddle and corporation. The Contractor is responsible for all necessary fittings in order to connect the new service to the existing meter. The Contractor shall be responsible for furnishing and installing meter boxes. All work shall be approved by the Project Coordinator and AQUA America.

K. SEWER AND WATER LATERALS

During construction it may be necessary to change the proposed lateral location(s). The Contractor shall coordinate with the Project Coordinator to establish the new location and invert elevation to install the lateral. If the location of the lateral changes prior to installation, the Contractor shall install the lateral at no additional cost to the Owner. If the location changes after installation, the Contractor may submit a request for additional compensation in accordance with these Contract Documents. The existing lateral and main connection shall be abandoned in accordance with PWC requirements.

L. FIRE HYDRANTS

Existing fire hydrants shall be accessible to the Fire Department at all times. Fire hydrants shall not be taken out of service without the utility owner's written approval. The Fire Department shall be notified of any fire hydrant taken out of service.

2.04 TESTING

A. PRE-TESTING

The Contractor shall perform all water system and/or sewer system pre-testing satisfactorily prior to scheduling the test to be observed by the Project Coordinator. Pre-testing shall include mandrel pulling; pressure tests for water mains and laterals; vacuum testing manholes; air/pressure tests for sewer mains and laterals; and pressure testing force mains.

B. TESTING

The Contractor shall coordinate and fully cooperate with the Project Coordinator when scheduling testing. The Contractor shall provide a minimum of two (2) business days' notice when scheduling testing with the Project Coordinator. All testing, to include a final visual inspection (mirror), shall be in accordance with these Contract Documents.

The Contractor shall provide all equipment, materials, personnel, traffic control and all means necessary to perform all testing and inspection at no additional costs to the Owner. If the same line segment and/or manhole fails the required testing more than two (2) times, the Contractor shall be charged a fee of \$100.00 per test, beginning with the 3rd attempt, until a passing test is achieved. The fee shall be deducted from the Contractor's monthly pay application.

C. COMPACTION REQUIREMENTS

Volume II of these Contract Documents contains compaction requirements in Specification Section 02222. This procedure shall be used at all times.

Tests for density of compaction are made at the sole direction of the Project Engineer or the Project Coordinator. The Project Engineer or Project Coordinator have sole discretion for requiring additional compaction tests at any depth or location. Additional compaction testing required that are not due to an initial failing density test, will be paid for by the Owner, and shall be taken in accordance with these Contract Documents. These additional compaction tests shall not warrant additional compensation or change in Contract Time. All deficiencies (i.e, failing

compaction tests) shall be corrected by the Contractor in accordance with these Contract Documents and without additional cost to the Owner.

Shall there be any corrective work performed which requires re-excavation, a minimum of one (1) test series shall be conducted within the re-excavated area. The Project Coordinator shall have discretion in determining the location of the tests and if any additional testing is required. The re-compacted area shall be re-tested whether or not it had been tested previously, and shall be at the Contractor's expense and no additional Contract Time shall be granted.

The following outlines the requirements for compaction testing:

SEWER MAIN

For every section of sewer less than 250 feet between manholes, one (1) test series each shall be completed at the 95% and 98% compaction zones (for a total of two tests). For sections of sewer greater than 250 feet between manholes, a minimum of two (2) test series shall be completed at the 95% and 98% compaction zones (for a total of four tests). Additionally, for the sub-grade, one (1) test shall be taken on each street or every 250 feet (whichever is shorter). For excavation depths greater than fourteen (14) feet, the Project Coordinator or Project Engineer may utilize the Deep Cut Compaction Testing option outlined below.

If a compaction test fails, the Contractor, shall perform two (2) additional tests fifteen (15) feet on either side of the failing test at the same depth as the failure. If those two (2) tests pass, the Contractor shall re-excavate and re-compact that section between the passing tests. If one (1) of the tests fails, the Contractor shall re-excavate and re-compact from the passing test to the next manhole beyond where the failing test was obtained. If both tests fail, the Contractor shall re-excavate and re-compact the entire section, from manhole to manhole. Any section re-excavated and re-compacted shall be performed to the bottom of the compaction zone in which the test failed and re-tested in accordance with these Contract Documents. All corrective measures to include additional testing, due to failing compaction testing shall be at the Contractor's expense, and no additional Contract Time. Contractor will only receive payment for mainline pipe if it has passed all compaction testing requirements.

SEWER LATERALS

For every lateral installed the Project Coordinator shall require, at a minimum, one (1) out of every three (3) laterals be tested. It is the Project Coordinator's sole discretion in determining the location and number of laterals to be tested. If the compaction test passes, the Contractor shall receive compensation for that group of three (3) laterals. If a compaction test fails, the Contractor shall re-excavate and re-compact the failing trench and the other two (2) lateral trenches in the test group. Once the laterals have been re-excavated and re-compacted, the Project Coordinator will decide which lateral in the group will be tested. Each test or retest associated with the failing test shall be at the Contractor's expense. The Contractor shall only receive payment for the group of three (3) laterals once a successful compaction test is achieved. .

WATER MAIN

For testing of water main trench backfill, one (1) test series shall be completed at the 95% and 98% compaction zones (for a total of two tests) per street/easement area or every 250 feet, whichever is shorter. To test the sub-grade, one (1) test shall be taken on each street/easement area or every 250 feet whichever is shorter. For excavation depths greater than fourteen (14) feet,

the Project Coordinator or Project Engineer may utilize the Deep Cut Compaction Testing option outlined below.

If a compaction test fails, the Contractor, at his option and cost, can perform two (2) additional tests fifteen (15) feet on either side of the failing test. If those two tests pass, the Contractor shall re-excavate and re-compact that section between the passing tests. If one (1) of the tests fails, the Contractor is required re-excavate and re-compact from the passing test to 125 feet either side of the original failing test. If both tests fail, the Contractor shall re-excavate and re-compact 125 feet of either side from the initial test, for a total of 250 feet. Any section re-excavated and re-compacted shall be performed to the bottom of the compaction zone in which the test failed and re-tested in accordance with these specifications. All corrective measures to include additional testing, due to failing compaction testing shall be at the Contractor's expense. Contractor will only receive payment for mainline pipe if it has passed compaction testing requirements.

WATER LATERALS

For every lateral installed the Project Coordinator shall require, at a minimum, one (1) out of every three (3) laterals be tested. It is the Project Coordinator's sole option in determining the location and number of laterals to be tested. If a compaction test fails, the Contractor must re-excavate and re-compact the failing location and the other two (2) laterals in the group. All corrective measures to include additional testing, due to failing compaction testing shall be at the Contractor's expense. The Contractor shall only receive payment for laterals that pass compaction testing requirements.

STORM DRAINAGE

For every section of storm drainage less than 250 feet between structures, one (1) test series each shall be completed at the 95% and 98% compaction zones (for a total of two tests). For sections of storm drainage line greater than 250 feet between structures, two (2) test series shall be completed at the 95% and 98% compaction zones (for a total of four tests). Additionally, for the sub-grade, one (1) test shall be taken on each street or every 250 feet (whichever is shorter). For excavation depths greater than fourteen (14) feet, the Project Coordinator or Project Engineer may utilize the Deep Cut Compaction Testing option outlined below.

If a compaction test fails, the Contractor, at his option and cost, can perform two (2) additional tests fifteen (15) feet on either side of the failing test. If those two tests pass, the Contractor is required to re-excavate and re-compact that section between the passing tests. If one (1) of the tests fails, the Contractor shall re-excavate and re-compact from the passing test to the next structure. If both tests fail, the Contractor shall re-excavate and re-compact the entire section at the test elevation, from structure to structure. Any section re-excavated and re-compacted shall be performed to the bottom of the compaction zone in which the test failed and re-tested in accordance with these specifications. All corrective measures to include additional testing, due to failing compaction testing shall be at the Contractor's expense. Contractor will only receive payment for storm drainpipe if it has passed compaction testing requirements.

DEEP CUT COMPACTION TESTING (OPTIONAL)

The Owner will make every attempt to schedule a Construction Materials Testing Technician to be on site full time when the excavation exceeds 14 feet in depth to allow for testing of the sub-grade during the backfilling operation. When performed during backfill, tests shall be taken a minimum of every three (3) vertical feet as specified by the Project Coordinator. Should a test fail, the entire length of the failing area from manhole to manhole shall be excavated to the

nearest passing depth and re-tested at the Contractor's expense. Testing during backfill operations may cease upon reaching a depth less than 14 feet at the Project Coordinator's sole discretion.

If a Construction Materials Testing Technician is not available, the Contractor may elect to continue backfilling operations and shall be required to excavate compaction test holes in accordance with these Contract Documents at a later date, at no additional cost to the Owner. No additional Contract Time will be granted. The Project Engineer or the Project Coordinator will determine the depth and locations at which the tests are to be performed. If a compaction test fails, it shall be corrected as outlined above.

ASPHALT COMPACTION REQUIREMENTS

All asphalt placed shall meet the requirements as defined in Volume II Section 02573 of these Contract Documents, except as modified herein.

A lot will be considered one specific paving operation on any given street. If there are multiple sections to be paved on a single street, each section will be considered its own lot regardless of the length of the asphalt placed. If the paving operation moves to another location within the project that will also be considered a separate lot.

For compaction testing of the asphalt pavement, the Contractor shall take a minimum of one (1) test every 500 feet or a minimum of one (1) test per lot, whichever is shorter. This will be considered the Quality Control (QC) sample for that lot. The required method of testing will be cutting cores in the asphalt to verify not only compaction, but thickness as well.

For compaction testing of the asphalt pavement the Owner will perform one (1) test every 500 feet or a minimum of one (1) test per lot, whichever is shorter. This will be considered the Quality Assurance (QA) sample for that lot. The required method of testing will be by cutting cores in the asphalt to verify not only compaction, but thickness as well. The location of the QA sample will be at the discretion of the Project Coordinator and/or Project Engineer.

Should a QC or QA sample fail due to percent compaction, the Owner will require a "bracket" test to be performed as follows:

If a compaction test fails, the Contractor, at his option and cost, can perform two (2) additional tests fifteen (15) feet on either side of the failing test. If those two tests pass, the Contractor is required to remove and replace that section between the passing tests. If one (1) of the tests fails, the Contractor shall continue to take tests every fifteen (15) feet until a passing test is obtained. Once the passing test is obtained, the Contractor shall remove and replace the asphalt between the passing tests. If both tests fail, the Contractor shall continue to take tests every fifteen (15) feet until a passing test is obtained in both directions. Once the passing tests are obtained, the Contractor shall remove and replace the entire section of asphalt between both passing tests. All corrective measures to include additional testing, due to failing compaction testing shall be at the Contractor's expense. Any damage to the subgrade that results from the Contractor correcting the failed asphalt shall be completed at the Contractor's sole expense and as directed by the Project Coordinator. The Owner reserves the right to require additional testing on the subgrade once the corrections have been made by the Contractor. Any re-testing of the subgrade shall be done at the Contractor's sole expense.

Should both the QC and QA sample fail due to percent compaction, the Owner will require a “bracket” test to be performed as stated above for both locations of the samples until a passing test is obtained.

2.05 CONSTRUCTION REQUIREMENTS

A. ASPHALT

If the Contractor elects to mill the asphalt, the millings cannot exceed two (2) inches in size, and shall be swept into the trench and re-compacted.

If the Contractor elects to saw-cut and remove the asphalt, the asphalt removed must be disposed of off-site at the Contractor’s expense. The Contractor shall utilize aggregate base course (ABC) to backfill the trench to the level of the remaining asphalt.

It shall be the Contractor’s responsibility to maintain the trench (swept, wetted, compacted, etc.) until the sewer main is installed. No separate payment shall be made for maintenance of the trench. The maximum allowable disturbed trench shall not exceed 3,000 feet. No trench shall be left un-patched for a period of time greater than sixty (60) days after initial asphalt removal.

Immediately upon installation of the sewer and/or water main, the Contractor shall install ten (10) inches of ABC stone base in all open trenches (mains and laterals). It shall be the Contractor’s responsibility to maintain the trench (swept, wetted, compacted, etc.) until the permanent pavement patch is in place. No separate payment shall be made for maintenance of the trench.

The Contractor shall install pavement patch in accordance with the applicable detail. The street crown shall be restored. The pavement patch shall match existing pavement within +/- one - quarter (¼) inch. For NCDOT roadways, all pavement patching shall be in accordance with the approved encroachment.

Immediately prior to patch paving, the trench sides shall be saw-cut straight. The lateral trenches shall be patched at the same time as the main trench. The asphalt wedge curb shall be replaced in accordance with the Owner’s requirements. Damaged curb outside of the trench limits shall be removed and replaced at the Contractor's expense.

The Contractor may excavate and grade the mainline and one (1) side of lateral trenches for paving one (1) calendar day ahead of scheduled paving. The lateral trenches on the opposite side of the road are to be excavated and graded just ahead of the paving operation. The Contractor shall provide a smooth transition eliminating any vertical drop from the existing pavement to the cut-out trench at all times. Transitions shall be installed at the lateral trenches, manholes, the beginning and end points of the main line trench and all affected driveways. Transitions shall remain in place until the day patch paving occurs. Upon completion of the daily patch paving operation, the Contractor shall re-install any removed transitions until such time the paving operation resumes. If the paving operation does not resume within two (2) calendar days, all excavated trenches shall be backfilled unless otherwise approved by the Project Engineer. No separate payment for installation, maintenance, and removal of these transitions shall be made.

B. COORDINATION OF WORK

The Contractor shall maintain unobstructed access to all areas for other Contractors. The Contractor is required to conduct his operations in a manner that will not interfere with or damage work that is being performed by others. The Contractor shall coordinate his operations in a manner which will facilitate the progress of work in adjacent areas.

Any conflicts or interference that cannot be resolved through direct communication with other Contractors working on the site shall immediately be brought to the Project Engineer's attention for resolution. The Project Engineer's decisions regarding resolution of conflicts between Contractors shall be final and binding. The Contractor shall not claim extra compensation for delays caused by other Contractors unless such delays are clear violations of a prior coordination agreement facilitated by the Owner.

C. CONSTRUCTION FACILITIES

The Contractor shall be responsible for obtaining all temporary utilities required for construction at no additional cost to the Owner. The Contractor shall make all necessary arrangements for securing water for construction purposes. The Contractor shall contact the utility owner to obtain the necessary permit for the temporary water usage.

D. BULK WATER USAGE

The PWC will allow the Contractor to use water from its water system. The Contractor shall utilize proper backflow prevention devices when obtaining water from the PWC's system. The Contractor shall contact PWC's Environmental System Protection Department at 910-223-4704 to determine the required backflow prevention devices, and to obtain a bulk water use permit. The Contractor shall be responsible for the cost of the bulk water permit fee. The bulk water permit fee is an annual fee, and shall be paid by the Contractor each year that this Contract is in effect. The Contractor shall provide documentation on the amount of water used for their operations, and provide a monthly statement to the Project Coordinator.

Water usage from other utilities shall be done in accordance with the utility's requirements. Any and all fees shall be the Contractor's responsibility.

E. CLEANLINESS DURING CONSTRUCTION

The Contractor shall perform a daily clean-up of all dirt, debris, scrap materials and other items resulting from their operations. No open accumulation of refuse, surplus or scrap materials will be permitted. The Contractor shall legally dispose off-site all waste materials and other excess materials resulting from construction.

Failure of the Contractor to maintain a clean site, including streets, will be basis for the Owner to issue a written notice of non-compliance with the Contract. The Contractor shall comply with the notice within 24 hours or as directed. If the Contractor fails to comply, the Owner may authorize the cleanup to be performed by others and the costs shall be deducted from the Contractor's pay application.

F. DUST CONTROL

The Contractor shall control the dust in all areas of the project, including staging yard and haul routes for the entire duration of the Contract. The Contractor shall have a water truck, sweeper and a roller on-site at all times with trained personnel to operate the equipment. Watering and/or sweeping the streets shall be required as conditions dictate, or as required by the Owner. The sweeping operation shall direct all materials towards the disturbed areas and not into residential yards. Should the Contractor fail to provide adequate dust control, the Owner reserves the right

to stop work and/or refuse to process the Contractor's pay applications until the Contractor installs adequate dust control measures. No separate payment will be made for the control of dust.

G. MAINTENANCE STONE

The Contractor may utilize maintenance stone as authorized by the Project Coordinator. This stone shall consist of number 57 stone or similar aggregate. Aggregate Base Course (ABC) is not considered maintenance stone and shall not be paid for as such. This paragraph and the use of maintenance stone shall not supersede the Contract requirements of maintaining the project site.

Payment shall not be made for the installation of maintenance stone unless authorized and placed as directed by the Project Coordinator. Stone placed at the Contractor's convenience shall not be paid for.

H. STAGING AREAS

The Contractor shall be required to secure staging areas for storing materials, equipment, etc. All costs including, but not limited to, rent, restoration, site maintenance, erosion control measures and permit fees (including Temporary Use Permit required by the City of Fayetteville), shall be the responsibility of the Contractor. The Contractor will submit a Staging Area Operation Plan for each site consisting at a minimum of the following:

- The layout of each staging area clearly identifying use areas and sufficient in detail and scale to indicate the proximity of activity to adjacent residences and businesses;
- Transportation plan including routes for both ingress and egress;
- Dust control measures both on site and along transportation routes necessary to minimize the transmission of material onto streets used for ingress and egress; and,
- Hours of operation and noise mitigation measures.
- Application and Fee for the Temporary Use Permit.
- Application and Fee for Truck Route Permit.

The Contractor shall submit to PWC the application for the Temporary Use Permit, Truck Route Permit, and Staging Area Operation Plan. Upon acceptance by PWC, the applications shall be submitted to the Fayetteville Public Works Commission for review and approval.

In an effort to minimize the inconvenience, if any, of a staging area to the neighborhood, the Owner shall have the right to reject the proposed location of any staging area where the proximity shall be near any prior or current annexation project related staging area and determines that the continued usage of the area will negatively impact the previously impacted neighborhood. The Contractor is responsible for complying with all applicable local, state, and federal regulations related to the operation of staging areas. All staging areas will be subject to inspection by the Owner, for compliance with this section without prior notice. If any violations are discovered the Owner will issue written notice of noncompliance to the Contractor in accordance with these Contract Documents. The Contractor shall address all deficiencies. Failure to do so will result in breach of contract.

Proper measures, to include total secondary containment, shall be used for fuel storage and to prevent spillage. The Contractor shall not stockpile materials or place fill dirt on any lot without approval from the property owner. Should the Contractor's stockpiles create drainage problems,

the Contractor shall construct drainage improvements or relocate the stockpile as directed by the Owner, at the Contractor's expense.

The Contractor shall obtain a signed agreement for the staging area in accordance with the General Conditions of these Contract Documents. Upon the completion of the project the Contractor shall obtain a signed release from the property owner for the satisfactory completion and restoration prior to issuance of final payment. The Contractor shall obtain a signed agreement for the staging area in accordance with the General Conditions of these Contract Documents. Upon the completion of the project the Contractor shall obtain a signed release from the property owner for the satisfactory completion and restoration prior to issuance of final payment. The Contractor shall take all necessary measures to establish permanent groundcover on the staging area, prior to obtaining a signed release from the property owner. Restoration of the staging area and establishment of permanent ground cover shall be in accordance with the approved erosion control plan. All erosion control measures shall remain in place until the permanent ground cover is established. Restoration of the staging area shall be at the Contractor's sole expense, and shall not constitute additional compensation.

I. TRUCK ROUTE PERMIT

The Contractor will be required to obtain a Truck Route Permit from the City of Fayetteville and will be required to bond those City streets outside the project limits utilized for construction activities and/or deliveries. It is anticipated that the City will require a \$25,000 bond for the truck route permit. The cost of the bond shall be included in the Contractor's bid prices and shall not be paid for separately. The Truck Route Permit Application and fee shall be submitted to the Owner for forwarding to the City.

J. COLLATERAL DAMAGE

Collateral damage areas are locations where the Contractor's equipment, spoil piles, materials, etc., have disturbed lawns and other areas outside of their work. All collateral damage not in asphalt shall be sodded back at the Contractor's expense. Damaged trees shall be trimmed and treated with a tree dressing.

Any damage to asphalt during construction that is outside of the trench limits or has not been previously identified by the City of Fayetteville or the Project Engineer as failing shall be considered collateral damage and patch paved in accordance with these Contract Documents at no cost to the Owner.

K. RIGHTS-OF-WAY AND/OR EASEMENTS

Deeds, grants, encroachment permits, and rights-of-way easements for necessary property will be secured by the Owner. Any additional access right-of-way shall be the responsibility of the Contractor. The Contractor shall be liable for all damages resulting from access usage.

If Work is delayed by reason of the inability of the Owner to promptly secure the necessary property or rights-of-way, the Contractor shall have no claim for loss due to such delays. The Contractor will be required to work in areas where easements have been secured and stopping work to move to various locations may be required. No payment shall be made for any mobilizations within the project limits. If the Project Engineer determines work cannot continue, the Contractor shall have no claim for loss due to such delays, but the time of completion may be extended accordingly.

The Contractor shall locate the limits of the rights-of-way, or property lines prior to beginning construction and shall not encroach beyond those limits. The Contractor shall be solely responsible for any damage to property resulting from failing to locate these limits prior to beginning construction.

If the Owner has not obtained all of the required easements at the time of advertisement, a list of those properties where an easement has not been obtained will be located in Volume I of these Contract Documents. The Contractor shall not enter those properties where easements are not obtained. Once the easements have been obtained, the Owner will notify the Contractor. Any special conditions resulting from the easement acquisition will be provided to the Contractor in writing. The Contractor shall comply with all easement special conditions.

L. NCDOT RIGHT-OF-WAY

The Contractor shall not begin work within any NCDOT rights-of-way until the Owner has obtained the necessary encroachment(s). Copies of the approved encroachments are contained within Volume I of these Contract Documents. The Contractor shall conform to all requirements of the approved NCDOT encroachment permit. Prior to any construction within NCDOT rights-of-way, the Contractor shall notify the District Engineer's Office in accordance with the approved encroachment. A copy of the approved encroachment agreement/permit shall be kept on the job site at all times and made readily available if requested. The NCDOT reserves the right to stop any work for noncompliance without claim for extra compensation.

All costs to comply with the terms of the approved NCDOT encroachment shall be the responsibility of the Contractor.

M. WASTE DISPOSAL

The Contractor shall be required to properly dispose of all unsuitable and excess material at no additional cost to the Owner.

N. EXCESS SUITABLE MATERIAL

The Contractor will be required to stockpile excess suitable material on an approved storage yard location. This stockpiled material shall be utilized as select backfill where needed within the project limits. The Contractor shall condition suitable material so that it may be utilized as select backfill within the project limits. Borrow material will only be utilized where suitable materials are not available from excavation within the project area and shall be authorized by the Project Coordinator. Excess material from the project, or staging yard, shall be hauled off and disposed of by the Contractor at his own expense. However, removal of suitable material which could have been utilized within the project limits shall be done at the Contractor's own risk. Payment for Borrow, or Select Material, will not be made for replacement of suitable material removed from the project limits or staging yard.

If suitable material is available in another project, the Owner will direct the Contractor to retrieve the material from the other project. Should the distance be within the free haul limit, no separate payment shall be made. Should the material be outside the free haul limit, payment shall be made at a per mile rate agreed upon between the Owner and the Contractor.

O. RESPONSIBILITY FOR MATERIAL

All pipe, fittings, manholes, and other materials shall be inspected upon arrival at the job site by a competent superintendent before unloading to insure that the quality of the materials conform to

the specifications. All materials shall be subject to inspection by the Owner. Materials found to be defective shall be clearly marked and removed from the project.

P. WATER OUTAGES

The Contractor shall schedule a coordination meeting with the Project Coordinator and Project Engineer a minimum of three (3) working days prior to any proposed water outage. The coordination meeting shall be conducted prior to any notices being issued. The Contractor shall locate (vertically and horizontally) any utilities within the work area, in accordance with these Contract Documents. The locations of all utilities within the work area shall be determined prior to the coordination meeting. Any conflicts with the proposed work and the existing utilities shall be identified, and a plan for resolving the conflicts shall be presented to the Owner. The purpose of this coordination meeting is to ensure that the Contractor has a good understanding of the requirements related to the proposed outage, verify that there are no utility conflicts, discuss any necessary contingency plans, and all equipment, materials, tools, and all other incidentals necessary to complete the work are on the project site in good working order. Should, for any reason, the Owner deem that the Contractor is not prepared for the proposed outage, the outage notifications will not be distributed and the outage shall be postponed a minimum of two (2) weeks. The Owner will provide written notification to the Contractor of this decision. No additional contract time will be granted for this delay. Should the Contract time expire within that two (2) week period, the Owner reserves the right to assess liquidated damages, as outlined in these Contract Documents.

Once the water outage notifications have been issued, a follow-up coordination meeting with the Project Coordinator and Project Engineer shall be held a minimum of 24 hours prior to the scheduled outage. The purpose of this meeting is to verify that the Contractor is prepared to proceed with the outage, and that all equipment, materials, tools, and all other incidentals necessary to complete the Work are on the project site and in good working order. If for any reason the Owner deems that the Contractor is not prepared, the outage shall be postponed and all customers immediately notified of the cancellation. The outage shall be postponed a minimum of two (2) weeks. No additional Contract time will be granted for this delay. Should the Contract time expire within that two (2) week period, the Owner reserves the right to assess liquidated damages, as outlined in these Contract Documents.

The Contractor shall complete the required work and restore water service within the given time period for the outage. Should the Contractor fail to complete the work within the allotted time, the Owner shall assess a penalty of \$500 per 15-minute interval or any portion thereof until water service is restored. This penalty will be deducted from the Contractor's pay application or be billed directly to the Contractor. The penalty may be waived for circumstances beyond the Contractor's control, as deemed by the Owner. The Project Coordinator and/or Project Engineer reserve the right to cancel or postpone the outage at any time, for any reason.

NOTE: THIS REQUIREMENT DOES NOT APPLY TO THOSE WATER MAINS OWNED BY AQUA AMERICA.

Q. DISPOSITION OF SURPLUS PROPERTY

All property which is surplus to the needs of the project will remain or become the property of the Contractor, unless otherwise stated in these Contract Documents. All property belonging to the Contractor shall be removed from the project by the Contractor prior to final acceptance.

R. CHEMICAL USES

All chemicals used during project construction or furnished for project operation, whether herbicides, pesticides, disinfectant, polymer, reactant or of other classification, must show approval of either the Environmental Protection Agency or the USDA. Use of all such chemical and disposal of residues shall be in strict conformance with manufacturer's instructions.

S. CONTRACTOR'S RESPONSIBILITY FOR WORK

Until final acceptance by the Owner, the project site and all the Work shall be the responsibility of the Contractor. The Contractor shall take every precaution to prevent damage to the project site, Work, and the surrounding areas. It shall be the responsibility of the Contractor to address any damage or injury arising from their direct or indirect performance on this project. The Contractor shall be responsible for maintaining the project site at all times and ensuring that the Work is installed and maintained in accordance with these Contract Documents until accepted by the Owner. This paragraph does not supersede the requirements of the general warranty.

2.06 PAYMENTS AND FINAL COMPLETION

A. STORED MATERIALS

The option to incorporate stored materials shall be addressed prior to the first pay estimate. The Contractor will not be permitted to request payment for stored materials on future pay applications once the first application has been signed by the Contractor and submitted to the Owner. If considered for payment, stored materials shall be delivered and stored to the satisfaction of the Project Coordinator. Stored material estimates must be submitted in a form acceptable to the Project Engineer. All invoices shall accompany the pay estimates and be separated by the associated project "Part" (i.e. Part A, Part B, etc.). Stored materials shall be paid for according to eighty-five percent (85%) of the actual invoice value including sales tax.

B. PAY ESTIMATES/PAY APPLICATIONS

All pay estimates will be generated by the Owner. The Contractor and the Project Coordinator will review quantities and mutually agree on the monthly quantities for payment. The monthly progress status report shall be signed by the Contractor and the Project Coordinator. Payment shall be based on those quantities installed and accepted as of the last Friday of the month. The Project Engineer will generate the pay application based on the quantities submitted and forward electronically the pay application to the Contractor to be returned with original signatures. The Contractor shall return all two (2) pay applications with sales tax certification and invoices, stored material documentation, certified payrolls for the period and Affidavit E. Pay requests will not be processed if any of the required documents have not been submitted.

C. PAYMENTS WITHHELD

The Project Engineer may refuse to approve the whole or any part of any payment. The Project Engineer may refuse to approve payment if evidence is discovered, or the results of subsequent inspection or tests, nullify any such payment previously approved. The Project Engineer reserves the right to withhold payment or any portion of a payment throughout the course of the project in the event the following, including but not limited to, occurs:

1. Slippage in the schedule in excess of two (2) or more weeks.
2. Liens or claims filed against the Contractor.
3. Persistent failure to carry out the work in accordance with the Contract Documents.

4. Claims from residents or businesses not addressed or resolved within thirty (30) days.
5. Defective work not corrected, tested, or completed following damage, correction or replacement.
6. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract.
7. Reasonable evidence that the Work will not be completed within the Contract time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.
8. Damage to the Owner's property, Property Owner, or another Contractor.
9. The Contract price has been reduced because of modifications.
10. Any required documentation has not been submitted as requested.

The amounts withheld will be at the sole discretion of the Project Engineer. When the grounds for withholding payments have been removed, payment will be released. The Project Engineer is not liable and will not accept claims from the Contractor resulting from payments being withheld.

D. CHANGE ORDERS

The Owner may authorize changes to the Work. These changes shall not invalidate, relieve, or release the Contractor from any guarantee given by him pertinent to the Contract provisions. These changes shall not affect the validity of the Payment Bond and Performance Bond nor relieve the Surety or Sureties of said Bonds. The Contractor shall notify their Bonding Company of all changes to the Contract. All changes to the Work shall be performed under the terms of the original Contract, unless otherwise specified in the approved Change Order.

Except in an emergency endangering life or property, no changes shall be made to the Contract without written notice from the Project Engineer authorizing such change. No claim for adjustments of the contract price shall be valid without such written authorization.

E. EXTENSION OF CONTRACT TIME

The Contract Time may be extended by change order for causes beyond the Contractor's control or for delays which the Project Engineer determines to be justified. Extensions to the Contract time shall be granted solely in calendar days. If, at the end of the Contract, the final completion date falls on a non-work day, the Project Engineer may, at their sole discretion grant additional calendar days so that the final completion date is the following work day.

Request for time extensions shall be made in writing within thirty (30) calendar days following the cause of delay. In cases of continuing cause for delay, only one claim is necessary. Failure to make written requests within the allowed time frame shall waive the Contractor's ability to make future claims for that specific instance.

Time can only be extended for the following:

- Change in Work Delays
Additional calendar days may be granted by the Project Engineer, for work assigned to the Contractor; through a change order, provided that the Contractor's critical path is impacted by the change in work. The additional time shall be based on the actual number of calendar days that the critical path (i.e. controlling operation) is delayed. The Project Engineer may extend the contract duration based on estimated calendar days to complete the additional work that does not impact the critical path.

- Weather Delays

The initial contract duration does not include weather days. Weather delays are defined as any event that affects the standard daily production for 50% or more of the Contractor's scheduled work day. Weather days shall be based on the actual precipitation received (i.e., inches of rain), the time the precipitation occurred, and the Project Coordinator's observations. Weather days shall not be granted for weather that occurs during non-working hours, including weekends and/or holidays, unless it affects the Contractor's standard daily production for 50% or more of the following working days. If it is confirmed that the weather has affected production on the project, the Project Engineer will issue a modification of the contract time in full calendar days. Weather days shall be approved or disapproved by the Project Engineer based upon review of the project daily records.

Throughout the Contract, the Contractor shall record the occurrence of weather and the resulting impact to the scheduled work. It is the Contractor's responsibility to request additional time for weather delays in accordance with these Contract Documents. Requests for time extensions for weather delays do not entitle the Contractor to extend overhead.

F. WEIGH/QUANTITY TICKETS

Weigh/quantity tickets shall be required for those Contract quantities that are not measured in place. Work of this nature requires the Project Coordinator's approval prior to beginning or the Owner reserves the right not to pay for unauthorized work.

All weigh/quantity tickets for items not measurable in place shall be submitted to the Project Coordinator. Each ticket shall indicate the date, Contractor, job location, name of project, quantity of material, truck number and signature of the Contractor. The Contractor shall furnish a "certified scale ticket" with each load of material to the Project Coordinator by 5:00 pm the following business day in order to be considered for payment. Tickets shall not be accepted after that time.

When a material is to be paid for on a per ton basis, the weighing devices shall be certified by the N.C. Department of Agriculture. All scales shall be operated by a public weigh master licensed in accordance with the North Carolina General Statutes. A certified weigh certificate shall be issued for each load and contain the following information:

1. Project
2. Date
3. Time issued
4. Type of material
5. Gross weight (tons)
6. Tare weight
7. Net weight of material
8. Quarry or plant location
9. Truck number
10. Contractor's name
11. Public Weigh Master's stamp or number

12. Public Weigh Master's signature or initials in ink

The Project Engineer and/or the Project Coordinator may direct the Contractor to re-weigh the contents of any truck load that is delivered to the project on approved platform scales at no additional cost to the Owner.

When material is to be paid for on per cubic yard basis, the payment shall be based on 75% of the volume listed on the weigh/quantity ticket.

G. WATER AND SEWER MAIN

PREPARATION OF SYSTEMS FOR OPERATION

- Upon completion of the project, prior to the Contractor de-mobilizing and before final payment, the Contractor shall provide the following:

Sewer Work:

- Place a green paint mark at the curb, indicating the location of the lateral. The paint shall be heavily applied, so that the paint will last. The Contractor shall maintain and/or re-mark the locations as directed by the Owner until the project is accepted.
- Install a 48 inch tall stake at all cleanout locations in easements. The stake shall be a minimum of 36 inches above ground. The stake shall be painted green.
- Manholes located outside of pavement must have a PWC issued marker.
- All manholes having cam-lock ring and covers shall be locked.
- Install a PWC issued marker at all valve and air release valves at manholes outside of pavement as directed by Project Coordinator.
- Verify all valves associated with an installed lift station are open.
- Verify all plugs have been removed.

Water Work:

- Verify all valves are fully open.
- Verify all valves are accessible and can be operated.
- Place a blue paint mark at the curb, indicating location of the lateral. The paint shall be heavily applied so that the paint will last. The Contractor shall maintain and/or re-mark the locations as directed by the Owner until the project is accepted.

NO SEPARATE PAYMENT SHALL BE MADE FOR THIS WORK.

H. FINAL COMPLETION DOCUMENTATION

Prior to receiving final payment, the Contractor shall complete and/or provide the following:

1. Complete all punch list items to the satisfaction of the Project Engineer.
2. Satisfactorily resolve all customer complaints and obtain the required releases.
3. Provide project record drawings, in accordance with Submittals Section 01300; and
4. Provide project close-out submittals in accordance with Submittals Section 01300.

**DIVISION I
GENERAL REQUIREMENTS**

01025 MEASUREMENT AND PAYMENT

GENERAL

- A. The purpose of this Section is to define the methods of measurement and payment for each of the unit prices and/or lump sum prices listed in the Bid Form, which are required to construct the Work.
- B. The unit price and/or lump sum price bid shall be full compensation for the work required under each bid item, which shall include all incidental costs relative thereto. Certain items of work are specified and/or shown as a detail in the Contract Documents and drawings; bid prices shall include all items of work required to furnish and/or install each in accordance with the Project requirements, whether specifically stated or itemized in the Measure and Payment description.
- C. Certain items of work listed hereinafter may not be required on this project, and shall be denoted as not applicable.
- D. Certain bid items have been designated to conform to maximum payment widths and/or lengths and no additional payment therefore will be allowed unless otherwise approved by the Owner. These designated items will be as identified in the Bid Form, Technical Specifications and as may be indicated on the Contract Drawings. The designation of these items of work shall be noted as “No Overage Allowed” or “NOA”. Prospective bidders shall be responsible for verifying that the actual quantities of work are listed in the Bid Form prior to submitting bids, and include all costs (regardless whether the Bid quantities are over or under the quantities indicated on the plans) in the unit price bid.

THE FOLLOWING PAYMENT ITEMS ARE APPLICABLE IN ALL PARTS A, B, C, D & E

G-1 MOBILIZATION AND DEMOBILIZATION

- A. The lump sum prices shown under each PART of the Bid Form are based on a percentage of the Design Engineer’s estimate of probable cost. Payment under this item shall include all costs of mobilization, demobilization, bonds and insurance and other related costs.
- B. Fifty percent (50%) of the mobilization items will be paid under the first payment application submitted and the balance under the second payment application submitted.

G-2 TRAFFIC CONTROL & TRAFFIC PLAN

- A. The lump sum prices bid under each PART in the Bid Form shall include all costs for the preparation and implementation of required traffic management plans, furnishing, installing and maintaining traffic control signage and devices, relocating or removing signs or other traffic control devices, replacement of street signs, replacement of traffic signal loops, and all other incidental work throughout the project site, throughout the project duration. The Contractor shall coordinate his activities so as to minimize disruption of traffic and inconvenience to residents and the general public. All such traffic control devices, signage, traffic patterns and road closures shall be approved by the City of Fayetteville and/or NCDOT.

B. Payment under the lump sum prices bid for each part shall be made on a monthly basis based on actual estimated percentage of work completed and maintained as determined by the Project Coordinator or Project Engineer. In no case shall the monthly payment exceed ten (10) percent of the lump sum prices bid without approval by the Project Engineer.

C. Prospective bidders are advised that failure to provide and maintain adequate traffic control devices and/or signage may result in the Project Engineer's refusal to make payment until corrective measures are in place.

D. Improper signage and/or traffic control devices will not be allowed. The City of Fayetteville, NCDOT, and/or the Fayetteville Public Works Commission reserves the right relocate and/or remove such non-conforming signs and devices, setup proper signage to ensure public safety and deduct all costs for these items which may be incurred by the Owner. The Contractor shall make no claim for such work performed.

G-3 EROSION AND SEDIMENTATION CONTROL

A. The lump sum prices bid under the applicable PARTs in the Bid Form bid for erosion and sedimentation control shall include all costs for furnishing, erecting, maintaining and removing silt fence, temporary sedimentation control devices, rip-rap, rock check dams, temporary seeding, gravel construction entrances, filter fabric, integral straw, culled wood matting, inlet protection and any other erosion control devices shown or as may be required by the appropriate regulatory agencies throughout the project site, throughout the project duration. No additional payment will be made for removal of soil and debris from drainage structures, features, or reconditioning grading that is part of the normal maintenance activities associated with the approved erosion control plan. No additional payment shall be made for any other work due to inadequate or improperly maintained measures.

B. Prospective bidders are advised, that erosion and sedimentation control will be strictly enforced, and any failure to conform to required standards is considered a right precedent to the Owner to deny payment. Additional measures required by the North Carolina Department of Environmental Quality (NCDEQ) shall not be cause for change in the lump sum price bid. Bidders shall make themselves aware of all NCDEQ regulations and requirements. The Contractor shall be responsible for all fines levied due to improper erosion and sediment control measures to include all costs incurred by City of Fayetteville and/or Fayetteville Public Works Commission necessary to bring a non-conforming site into compliance.

C. The lump sum price bid shall include all costs necessary for the Contractor to comply with the requirements of the NPDES permit that is associated with the approved erosion control permit. Such activities include, but are not limited to: installation and maintenance of rain gauges, completing the required inspection reports, posting the permit and reports on the project, and furnishing copies of the inspections reports to the Owner.

D. Payment under the lump sum prices bid for each PART shall be made on a monthly basis as indicated in the Contractor's schedule for the substantial completion of all work under this Contract. In no case, shall the monthly payment exceed ten (10) percent of the lump sum prices bid without the approval of the Owner.

G-4 BORROW EXCAVATION (SELECT BACKFILL)

A. Borrow excavation (select backfill) shall be paid for at the unit price bid per cubic yard, as contained in the Bid Form. Payment shall constitute full compensation for all material, equipment, labor and all else required for acquisition, placement and compaction of select backfill material from borrow. Borrow excavation material shall be supplied by the Contractor from approved borrow areas located off-site. Materials utilized “on-site” within the Project limits or as defined, as the “free haul limit” will not be considered for payment as borrow excavation.

B. The cubic yards of select backfill to be paid for shall be 75% of the volume indicated on the submitted truck tickets. Disposal of unsuitable and/or suitable excavated material will not be paid for as a separate bid item. The Owner reserves the right to verify the actual amount of material in place.

C. Payment under this item shall include all costs necessary to furnish and install select material necessary to provide proper suitable backfill material compacted and in place as measured. Work shall include all costs to acquire, place, and compact select backfill material, removal and proper disposal of unusable material, and all labor, materials, equipment, and incidentals necessary to complete the work. The PWC Project Coordinator shall approve the use of select material within the limits of this project.

G-5 CLEARING AND GRUBBING, PERMANENT EASEMENTS

A. The unit price bid per acre shall include the costs for felling trees, stump removal and disposal off-site, cutting trees in pulpwood length and stacking on or off easement areas if required, disposing of all trimmings, removing and disposing off-site all logs, branches, trunks, root mats, brush, vegetation, debris from clearing and grubbing operations and all other incidental materials not to be re-used in the work. Areas containing and requiring cutting and removal of weeds, grass, grain annual or perennial plants, or saplings less than one inch in diameter shall not be measured and paid for as clearing and grubbing. Payment shall be based on the horizontal area cleared and grubbed as designated on the plans or as directed by the Owner. Measurement will be made to the nearest one hundredth of an acre.

G-6 CLEARING AND GRUBBING, TEMPORARY EASEMENTS

A. The unit price bid per acre shall include the costs for felling trees, stump removal and disposal off-site, cutting trees in pulpwood length and stacking on or off easement areas if required, disposing of all trimmings, removing and disposing off-site all logs, branches, trunks, root mats, brush, vegetation, debris from clearing and grubbing operations and all other incidental materials not to be re-used in the work. Areas containing and requiring cutting and removal of weeds, grass, grain annual or perennial plants, or saplings less than one inch in diameter shall not be measured and paid for as clearing and grubbing. Payment shall be based on the horizontal area cleared and grubbed as designated on the plans or as directed by the Owner. Measurement will be made to the nearest one hundredth of an acre.

B. The unit price bid per acre shall also include all work as noted for permanent easements and shall also include protection of all trees, floral bushes or plants not to be removed or disturbed.

G-7 SOD (NO OVERAGE ALLOWED)

A. Payment for placing sod as indicated on the drawings or as directed by the Project Coordinator or Project Engineer shall be made at the unit price bid per square yard listed in the Bid Form. Payment shall include grading, fine raking, sod bed preparation, pest and disease control, soil amendments,

placing sod, anchoring, fertilizing, maintaining, protection of turf areas, removal and replacement of dying sod and watering to ensure growth. No payment will be made for sodding areas outside of easements or rights-of-way disturbed or otherwise damaged by the Contractor. The Proposal quantity reflects the total quantity of sod the Owner will pay for. In general, the maximum pay widths are shown below.

B. In some cases, specific quantities of sod in individual easement areas are identified on the Drawings and no overage will be allowed or paid for in these specific locations.

C. Stripping of topsoil will not be measured and paid for as a separate bid item. All work shall be included for payment under the applicable items listed in the Bid Form. Work shall include stripping, stockpiling, spreading, leveling, supplemental topsoil, filling, grading and compaction of suitable topsoil along right-of-way and easements.

<u>Maximum Pay Widths for Sod</u>	
Permanent Easements	20' (or as indicated on the plans)
Temporary Easements	20' (or as indicated on the plans)
Storm Drainage	15'
Water Mains	12'
Sanitary Sewer Laterals	6'
Water Laterals	4'

G-8 SEEDING (NO OVERAGE ALLOWED)

A. Seeding of wetlands areas, easements and along right-of-way will be paid for at the unit price bid listed in the Bid Form and shall include all costs for soil preparation, pest control, disease control, anchoring, placing soil amendments, topsoil, grading, raking, seeding, fertilizing, mulching, crimping, watering, protection of turf areas, maintenance, reseeding if required, tack, and other work incidental thereto. Area to be paid for shall be measured horizontally and payment for this work will be made to the nearest one tenth (1/10) of an acre. No payment will be made for areas outside of permanent and temporary easements and along rights-of-way disturbed by the Contractor's operations.

B. Stripping of topsoil will not be measured and paid for as a separate bid item. All work shall be included for payment under the applicable items listed in the Bid Form. Work shall include stripping, stockpiling, spreading, leveling, supplemental topsoil, filling, grading and compaction of suitable topsoil along right-of-way and easements.

G-9 FRENCH DRAINS

A. Payment for constructing french drains shall be made at the unit price bid per linear foot as listed in the Bid Form and shown on the detail. Payment shall include all labor, equipment and materials including but not limited to excavation, backfilling, compaction, filter fabric, slotted pipe, socks, graded stone, and all else necessary to complete the work. The location and length of french drains shall be as shown on the plans or as determined in the field by the Project Coordinator.

PART “A”, STREET CONSTRUCTION

A-1 PERMANENT PAVEMENT PATCH (NO OVERAGE ALLOWED)

Payment for placing a minimum of two (2) inches of Asphalt Pavement Surface Course (SF9.5A) and eight (8) inches of Aggregate Base Course (ABC) , shall be made at the unit price bid per square yard completed and accepted as listed in the Bid Form. Installation of the permanent pavement patch shall be completed in accordance with these Contract Documents. Measurement shall be based on the number of square yards. The square yards will be calculated using the maximum trench widths.

Maximum payment widths for trenches have been established as indicated below. Payment widths shown include a minimum cutback of six (6) inches on each side of the trench prior to placing pavement patch. Any pavement removed or damaged beyond the limits specified, shall be replaced by the Contractor at his own cost unless directed otherwise by the Project Engineer. No payment for overage beyond the quantity shown in the Bid Form will be made.

Maximum Pay Widths for Permanent Pavement Patch

Storm Drainage	6'	(for pipe 24" in diameter and less)
Storm Drainage	8'	(for pipe 30" up to 42" in diameter)
Storm Drainage	10'	(for pipe 48" up to 54" in diameter)
Storm Drainage	12'	(for pipe greater than 54")
Sanitary Sewer	10'	(0' to 10' depth, measured to invert of pipe)
Sanitary Sewer	12'	(greater than 10' depth, measured to invert of pipe)
Sewer Laterals	6'	
Water Main	4'	
Water Services	4'	

Payment for furnishing and placing permanent asphalt pavement patch shall include re-cutting pavement to straight uniform widths parallel and perpendicular to the road with no jagged edges, removal and disposal of asphalt offsite, re-compaction of pavement subgrade, placement and compaction of ten (10) inches of ABC, maintaining ABC stone at pavement grade until removal of upper two (2) inches for paving, installation and maintenance of transitions to accommodate road travel, adjusting structures as required, tack coat, placing and compacting of asphalt material, cleanup, and all costs for labor, materials, tools, equipment, and incidentals necessary to complete the work.

A-2 TEMPORARY ASPHALT PAVEMENT PATCH (NO OVERAGE ALLOWED)

Payment for the placement of Asphalt Pavement Intermediate Course (I19.0) shall be made at the unit price bid per square yard completed and accepted with a minimum compacted thickness of three (3) inches as listed in the Bid Form. Installation of the temporary asphalt pavement patch shall be completed in accordance with these Contract Documents. Measurement shall be based on the number of square yards. The square yards will be calculated using the maximum trench widths.

Maximum payment widths for trenches have been established as indicated below. Payment widths shown include a minimum cutback of six (6) inches each side of the trench prior to placing pavement trench patch. Any pavement removed or damaged beyond the limits specified shall be replaced by the Contractor at his own cost unless directed otherwise by the Project Engineer. No payment for overage beyond the quantity shown in the Bid Form will be made.

Maximum Pay Widths for Temporary Pavement Patch

Storm Drainage	6'	(for pipe 24" in diameter and less)
Storm Drainage	8'	(for pipe 30" up to 42" in diameter)
Storm Drainage	10'	(for pipe 48" up to 54" in diameter)
Storm Drainage	12'	(for pipe greater than 54")
Sanitary Sewer	10'	(0' to 10' depth, measured to invert of pipe)
Sanitary Sewer	12'	(greater than 10' depth, measured to invert of pipe)
Sewer Laterals	6'	
Water Main	4'	
Water Services	4'	

Payment for furnishing and placing temporary asphalt pavement patch shall include re-cutting pavement to straight uniform widths parallel and perpendicular to the road with no jagged edges, removal and disposal of asphalt off-site, re-compaction of pavement subgrade, installation and maintenance of transitions to accommodate road travel, adjusting structures as required, tack coat, placing and compacting of asphalt material, cleanup, and all costs for labor, materials, tools, equipment, and incidentals necessary to complete the Work.

This Measurement and Payment description only applies if the City of Fayetteville elects to proceed with an overlay as part of this Project. This line item is to be bid as an alternate, and if not incorporated into the Contract, shall not apply.

A-3 ASPHALT SURFACE COURSE PAVEMENT (OVERLAY)

Payment for placement of asphalt surface course (SF-9.5A) shall be made at the unit price bid per square yard completed and accepted with a minimum compacted thickness of one (1) inch. Installation of the Asphalt Surface Course shall be completed in accordance with these Contract Documents. Measurement shall be based on the number of square yards in place and accepted.

The payment shall be full compensation for all work including preparation of existing surfaces, asphalt, cement, tack coat, and all incidentals necessary to complete the work to include maintenance and repair until final project acceptance.

Payment shall also include the adjustments of structures to finish grade of the overlay that may be necessary project wide.

This Measurement and Payment description only applies if the City of Fayetteville elects to proceed with an overlay as part of this Project. This line item is to be bid as an alternate, and if not incorporated into the Contract, shall not apply.

A-4 PERMANENT PAVEMENT PATCH FAILED AREAS (NO OVERAGE ALLOWED)

Failed areas are those areas outside the specified trench limits that have been identified by the City of Fayetteville or the Project Engineer as needing to be replaced. Payment shall be made for removing the failed areas as identified, milling and replacing with two (2) inches of Asphalt Pavement Surface Course and eight (8) inches of Aggregate Base Course (ABC). Payment shall be made at the unit price bid per square yard completed and accepted as listed in the Bid Form. Installation of the permanent pavement patch in these areas shall be completed in accordance with these Contract Documents. Any pavement removed or damaged beyond the specified area of failed pavement shall be replaced by the Contractor at his own cost unless directed otherwise by the Project Engineer. No payment for overage beyond the quantity shown in the Bid Form will be made.

Payment for furnishing and placing permanent asphalt pavement patch in failed areas shall include re-cutting pavement to straight uniform widths parallel and perpendicular to the road with no jagged edges, removal and disposal of asphalt offsite, re-compaction of pavement subgrade, placement and compaction of ten (10) inches of ABC, maintaining ABC stone at pavement grade until removal of upper two (2) inches for paving, installation and maintenance of transitions to accommodate road travel, adjusting structures as required, tack coat, placing and compacting of asphalt material, cleanup, and all costs for labor, materials, tools, equipment, and incidentals necessary to complete the work.

A-5 TEMPORARY PAVEMENT PATCH FAILED AREAS (NO OVERAGE ALLOWED)

Failed areas are those areas outside the specified trench limits that have been identified by the City of Fayetteville or the Project Engineer as needing to be replaced. Payment shall be made for removing the failed areas as identified, milling and replacing with three (3) inches of Asphalt Pavement Intermediate Course (I19.0). Payment shall be made at the unit price bid per square yard completed and accepted as listed in the Bid Form. Installation of the temporary pavement patch in these areas shall be completed in accordance with these Contract Documents. Any pavement removed or damaged beyond the specified area of failed pavement shall be replaced by the Contractor at his own cost unless directed otherwise by the Project Engineer. No payment for overage beyond the quantity shown in the Bid Form will be made.

Payment for furnishing and placing temporary asphalt pavement patch in failed areas shall include re-cutting pavement to straight uniform widths parallel and perpendicular to the road with no jagged edges, removal and disposal of asphalt offsite, re-compaction of pavement subgrade, installation and maintenance of transitions to accommodate road travel, adjusting structures as required, tack coat, placing and compacting of asphalt material, cleanup, and all costs for labor, materials, tools, equipment, and incidentals necessary to complete the work.

This Measurement and Payment description only applies if the City of Fayetteville elects to proceed with an overlay as part of this Project. This line item is to be bid as an alternate, and if not incorporated into the Contract, shall not apply.

A-6 UNDERCUT EXCAVATION IN ASPHALT SUBGRADE

Undercut excavation shall be measured by the volume in cubic yards of unsuitable material excavated, as authorized by the Project Engineer. Excavation to greater depths and/or widths shall be backfilled and compacted with ABC stone at no additional cost to the Owner. Payment shall constitute full compensation for removal and disposal of unsuitable material off site, furnishing, placing, grading, and compaction of ABC stone and all incidentals necessary to complete the work. No payment for this item shall be made unless specifically authorized by the PWC Project Coordinator.

A-7 INCIDENTAL STONE (ABC)

Payment for incidental Aggregate Base Course (ABC) authorized by the Project Coordinator to be placed for the maintenance of driveways and street intersections shall be made at the unit price bid per ton. Contractor shall submit tickets to the Project Coordinator in accordance with these Contract Documents. Payment for incidental stone will not be made without copies of the accompanying tickets.

Payment shall include all costs for labor, tools, materials, equipment, furnishing, placing, supplementing stone required for maintenance, grading stone, wetting, compaction, removing and disposal of incidental stone immediately prior to asphalt pavement patch in each area. Incidental stone that is stockpiled or not placed will not be considered for payment.

Contractor shall remove a minimum two (2) inches of soil or ABC stone, place, and compact stone in order to be considered for payment.

No separate payment shall be made for incidental ABC stone placed in mainline or service lateral trenches unless authorized by the PWC Project Coordinator.

A-8 REMOVE AND REPLACE CONCRETE CURB AND GUTTER

Removal and replacement of concrete curb and gutter will be paid for at the unit price bid per linear foot. Measurement of the curb and gutter shall be along the bottom of the gutter near the face of the curb excluding catch basin openings. Payment shall be full compensation for removal and disposal of existing concrete curb and gutter, grading, form work, backfilling behind curb with topsoil, and all equipment, materials, tools, labor, and incidentals necessary to complete the work.

A-9 REMOVE AND REPLACE CONCRETE DRIVEWAYS (NO OVERAGE ALLOWED)

Removal and replacement of concrete driveways shall be paid for at the unit price bid per square yard. Concrete drives shall be installed in accordance with the Owner's requirements. Measurement shall be made to the nearest one-tenth square yard. Payment shall be full compensation for saw cutting and removal of the existing driveway, removing and disposing of excess or unsuitable materials off-site, grading, compaction, expansion joint materials, backfilling with topsoil, curing compound, form work, and all equipment, tools, labor, and incidentals necessary to complete the work.

A-10 REMOVE AND REPLACE ASPHALT DRIVEWAYS (NO OVERAGE ALLOWED)

Removal and replacement of asphalt driveways shall be paid for at the unit price bid per square yard. Asphalt drives shall be installed in accordance with the Owner's requirements. Measurement shall be made to the nearest one-tenth square yard. Payment shall be full compensation for saw cutting and removal of the existing driveway, removing and disposing of excess or unsuitable materials off-site, grading, compaction, backfilling behind with topsoil, all equipment, tools, labor, and incidentals necessary to complete the work.

A-11 REPLACE GRAVEL/SOIL DRIVEWAYS WITH AGGREGATE BASE COURSE (NO OVERAGE ALLOWED)

Removal and replacement of gravel/soil driveways shall be paid for at the unit price bid per square yard. Gravel/soil drives shall be installed in accordance with the Owner's requirements. Measurement shall be made to the nearest one-tenth square yard. Payment shall be full compensation for removal of the existing driveway, removing and disposing of excess or unsuitable materials off-site, grading, compaction, and all equipment, tools, labor, and incidentals necessary to complete the work.

A-12 REMOVE AND REPLACE CONCRETE SIDEWALK

Removal and replacement of concrete sidewalk shall be paid for at the unit price bid per linear foot. The concrete sidewalk shall be constructed in accordance with the Owner's requirements. Payment shall be full compensation for saw cutting and removal of the existing sidewalk, removing and disposing of excess or unsuitable materials off-site, grading, compaction, expansion joint material, form work, backfilling behind curb with topsoil, curing compounds and all equipment, tools, labor, and incidentals necessary to complete the work

A-13 MAINTENANCE STONE (NO OVERAGE ALLOWED)

Payment for maintenance stone (#57) authorized by the Project Coordinator shall be made at the unit price bid per square yard. Payment shall include all costs for labor, tools, materials, equipment, compaction, maintenance, and the removal and disposal of maintenance stone in each area.

To be considered for payment, maintenance stone shall be at a minimum depth of four (4) inches and a minimum length of fifty (50) feet. Payment shall be made based upon actual width in place not to exceed ten (10) feet.

A-13 TEMPORARY DRIVEWAY

Payment under this item shall include all costs necessary to install, maintain and remove a temporary driveway as specified on the plans. The driveway shall be installed utilizing six (6) inches of Aggregate Base Course (ABC) compacted in place. Payment shall be by lump sum. Fifty Percent (50%) of the item will be paid upon installation of the temporary driveway. The balance will be paid once the temporary driveway has been removed and the property has been restored to existing or better condition. The Contractor shall be responsible for obtaining a signed release from the property owner(s), stating the property has been properly restored.

A-14 SHOULDER RECONSTRUCTION

Payment for shoulder reconstruction shall be made at the unit price per square yard. Shoulders shall be reconstructed 3-foot wide each side of the resurfaced roadway. This work shall include building and maintaining the roadway shoulders following the resurfacing of the roadway, reconstructing and restoring the roadway shoulder areas with top soil and sod, labor, materials, equipment and all other incidentals necessary to complete the work.

This Measurement and Payment description only applies if the City of Fayetteville elects to proceed with an overlay as part of this Project. This line item is to be bid as an alternate, and if not incorporated into the Contract, shall not apply.

A-15 ASPHALT LEVELING COURSE

Payment for leveling course shall be made at the unit price per ton. Contractor shall submit asphalt tickets to the Project Coordinator in accordance with these Contract Documents. Payment for leveling course will not be made without copies of the accompanying tickets. The installation of the leveling course shall be completed in accordance with these Contract Documents.

Payment for the leveling course shall include preparation of existing surfaces, crack filling, tack coat and all labor, materials, tools, equipment, and incidentals necessary to complete the work.

This Measurement and Payment description only applies if the City of Fayetteville elects to proceed with an overlay as part of this Project. This line item is to be bid as an alternate, and if not incorporated into the Contract, shall not apply.

PART “B” STORM DRAIN IMPROVEMENTS

B-1 DRAINAGE PIPE

A. Payment for furnishing and installing storm drainage pipe shall be for the number of linear feet of pipe installed measured between the centerline of manholes (or catch basin, junction box, or other similar structure or fitting) and as measured vertically from the finished grade or ground surface to the invert elevation of the pipe. Payment per linear foot of storm drainage pipe will be made under the applicable unit price for each size, type, and pay depth as indicated in the Bid Form.

B. Payment shall include the cost for excavation, stone bedding, shoring, removal and disposal of excess unsuitable material off site, grading, backfilling, dewatering, compaction and all other work required for a complete installation.

B-2 STORM DRAINAGE STRUCTURES

A. Payment for furnishing and installing storm drainage structure will be made by actual count per each type, complete, in place, with a measured depth in vertical feet from the lowest invert elevation to the finish grade or ground surface and for various types of structures shown on plans and profiles. Storm drainage structures shall include manholes, catch basins, curb inlets, yard inlets, open throat catch basins (OTCB), junction boxes, headwalls, flared end sections, etc.

B. Precast concrete storm drainage structures may be acceptable depending on the specific type of structure and subject to the City of Fayetteville’s approval. Payment shall include the cost for excavations, stone bedding, shoring, dewatering, removal and disposal of excess unsuitable material off site, grading, backfill, compaction, furnishing and installing structures, frames, covers, grates and hoods, other metal castings, concrete collars, special linings or coatings, constructing inverts and concrete bedding where applicable, testing, grade adjustments, cleanup and all other work.

B-3 TAPPING INTO EXISTING STRUCTURES

A. Payment for tapping into existing storm drainage structures shall be made by actual count of the number of taps made as indicated on the Bid Form. Payment shall include the costs of mechanically coring into the existing structure, installing a watertight connection, building and/or modifying inverts, and any and all incidental work required to make a complete and serviceable connection.

B-4 REMOVE AND REPLACE EXISTING DRAINAGE STRUCTURE

A. Payment for removal and replacing existing storm drainage structure will be made by actual count per each, complete, in place with a measured depth in vertical feet from the lowest invert elevations to the finish grade or original ground surface.

B. Payment shall include the cost for excavation, stone bedding, shoring, dewatering, removal and disposal of excess unsuitable material off site, grading, backfill, compaction, furnishing, installing or constructing new drainage structure, grade adjustments, cleanup and all other work required for complete installation.

B-5 REMOVE AND REPLACE GRATES

A. Payment for removal and replacing existing grates will be made by actual count per each, complete, in place, at the various sizes indicated in the Bid Form. Payment shall include the cost for frames and grates, disposal of existing grate and frame and all other work specifically covered under payment items to perform the work.

B-6 RIP-RAP (NO OVERAGE ALLOWED)

A. Payment for furnishing and installing rip-rap will be measured and paid for at the unit price bid per square yard as listed on the Bid Form. The quantity shown on the plans shall not be exceeded and payment will not be made for overages.

B. Payment shall be full compensation for furnishing, hauling, placing all materials including filter fabric, graded stone rip-rap, fine grading and all equipment, tools, labor and incidentals necessary to complete the work.

B-7 TRENCHLESS STORM DRAIN REHABILITATION

A. Payment for this item shall be measured and paid for at the unit price bid per linear foot as indicated in the bid schedule for a complete rehabilitation. Payment shall include cleaning the existing storm drain, video of existing conditions for the City of Fayetteville to review, rehabilitating the existing storm drain with an approved method, grouting of pipe annulus where required by method chosen for rehabilitation, access pits and all else necessary to rehabilitate the existing storm drain.

B-8 REMOVE AND REPLACE DRAINAGE PIPE

A. Payment for this item shall be measured and paid for at the unit price bid per linear foot as indicated in the bid schedule. Payment per linear foot of storm drainage pipe will be made under the applicable unit price for each size of pipe installed, type and pay depth as indicated in the Bid Form. Payment shall include the cost for excavation, removal of indicated existing pipe, bedding stone, shoring, disposal of existing pipe, removal and disposal of excess unsuitable material off site, installation of proposed drainage pipe, installation of concrete collars, grading, backfilling, dewatering, compaction and all other work required for a complete installation.

B-9 UNDERCUT EXCAVATION

A. Undercut excavation shall be measured and paid for by the volume in cubic yards completed and accepted of unsuitable material excavated below the pipe as authorized by the Project Coordinator. Payment shall be based on the width of two (2) feet plus the internal diameter of the pipe and to the authorized additional depth required for proper support of the pipeline. Payment for structures shall be based on the width of two (2) feet plus the external diameter/dimension to the authorized depth required for proper support of the structure.

B. Payment shall include the costs for all labor, tools, materials and equipment including but not limited to the removal and disposal of unsuitable soil, stone bedding material and all other incidentals

necessary to complete the work. No payment for undercut will be made for over excavation by error or where proper dewatering methods are not in place for trench and or excavation stabilization.

B-10 BORE & JACK STORM DRAIN PIPE

A. Payment under this item shall include all necessary costs to install the storm pipe in accordance with the project requirements. Work shall include all costs for excavation, shoring, removal and disposal of excess unsuitable material off site, bedding material, horizontal and vertical controls, bore steering mechanisms, pipe, backfill, compaction, and all labor, materials, equipment, and incidentals necessary to complete the work. The Contractor shall comply with all requirements for construction within the right-of-ways of the applicable authority i.e. City of Fayetteville or NCDOT.

B-11 DRAINAGE DITCH EXCAVATION

A. Payment for drainage ditch excavation shall be for the number of cubic yards based on the quantity outlined in the plans and provided on the bid form. Payment will not be made for any excavation outside of the limits defined in the plans, unless directed to do so by the Project Coordinator.

B. Payment shall include the cost for excavation to proper line and grade, shaping of the ditches, disposal of all materials, the maintenance of this work in an acceptable condition until final acceptance and all other work required for the excavation of the ditch in accordance with the plans.

B-12 ABANDON & GROUT FILL EXISTING RCP

A. Payment under this item shall include all necessary costs to grout fill the existing RCP to be abandoned. Work shall include all costs to plug the pipe at the structures, hoses, pumps, fittings, grout, and all labor, materials, equipment, and incidentals necessary to complete the work. Grouting of the pipe shall occur in the presence of a City of Fayetteville representative.

B-13 REMOVE AND DISPOSE OF DRAINAGE PIPE

A. Payment for this item shall be measured and paid for at the unit price bid per linear foot as indicated in the Bid Form. Payment per linear foot of storm drainage pipe removed and disposed of will be made under the applicable unit price for each size of pipe as indicated in the Bid Form. Payment shall include the cost for excavation, removal of indicated existing pipe, shoring, disposal of pipe, removal and disposal of excess unsuitable material off site, grading, backfilling, dewatering, compaction and all other work necessary.

B-14 CONSTRUCT CONCRETE SWALE

A. Constructing concrete swale shall be paid for at the unit price bid per linear foot. Payment shall be full compensation for removal and disposal of existing swale, furnishing, hauling, fine grading sub grade, seeding, backfilling beside swale with topsoil, adding soil amendments, placing all materials, and all equipment, materials, tools, labor, and incidentals necessary to complete the work.

PART “C”, AQUA AMERICA WATER UTILITIES

C-1 PVC WATER MAINS

A. Installation of the PVC water main shall be accomplished in accordance with AQUA Standard Specifications for Water Distribution. Payment under this item shall include all costs necessary to install the specified water main in accordance with AQUA standards. Work shall include all costs for excavation, backfill, thrust blocking as required, compaction, fittings, tracing wire, cutting and removal of pavement, removal and disposal of excess unsuitable material off site, installation of the pipe at the specified line and grade, bedding material, and all labor, materials, equipment, and incidentals necessary to complete the work. The Contractor shall be responsible for completing the installation, all required compaction testing, proper alignment of the installed main, and all other items related to proper installation. No payment for installation of water main shall be made until all required compaction testing has been satisfactorily completed.

C-2 DUCTILE IRON WATER MAIN

A. Installation of the ductile iron water main shall be accomplished in accordance with AQUA Standard Specifications for Water Distribution. Payment under this item shall include all costs necessary to install the specified water main in accordance with AQUA standards. Work shall include all costs for excavation, backfill, thrust blocking as required, compaction, fittings, cutting and removal of pavement, installation of the pipe at the specified line and grade, bedding material, removal and disposal of excess unsuitable material off site, and all labor, materials, equipment, and incidentals necessary to complete the work. The Contractor shall be responsible for completing the installation, all required compaction testing, proper alignment of the installed main, and all other items related to proper installation. No payment for installation of water main shall be made until all required compaction testing has been satisfactorily completed.

C-3 RESTRAINED JOINT DUCTILE IRON WATER MAIN

A. Installation of the restrained joint ductile iron water main shall be accomplished in accordance with AQUA Standard Specifications Water Distribution. Payment under this item shall include all costs necessary to install the water main in accordance with AQUA standards. Work shall include all costs for excavation, backfill, compaction, fittings, cutting and removal of pavement, installation of restrained joint pipe as specified in the drawings or as required by AQUA standards, bedding material, removal and disposal of excess unsuitable material off site, and all labor, materials, equipment, and incidentals necessary to complete the work. The Contractor shall be responsible for completing the installation, all required testing, proper alignment of the installed main, and all other items related to proper installation. No payment for installation of the water main shall be made until all required compaction tests are satisfactorily completed.

C-4 UNDERCUT EXCAVATION

A. Undercut excavation shall be measured and paid for by the volume in cubic yards of unsuitable material excavated below the bedding limit line of four (4) inches below the pipe as authorized by the Project Coordinator. Payment shall be based on the width of two (2) feet plus the internal diameter of the pipe and to the authorized additional depth required for proper support of the pipeline. Payment for structures shall be based on the width of two (2) feet plus the external diameter/dimension to the authorized depth required for proper support of the structure.

B. Payment shall include the costs for all labor, tools, materials and equipment including but not limited to the removal and disposal of unsuitable soil, approved bedding material and all other

incidentals necessary to complete the work. No payment for undercut will be made for over excavation by error or where proper dewatering methods are not in place for trench and or excavation stabilization.

C-5 **GATE VALVES**

A. Gate valves shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. Payment under this item shall include all costs necessary to install the specified gate valve and valve box, as indicated on the plans. All gate valves shall be installed in accordance with AQUA standard details. Work shall include cutting and removal of pavement, removal and disposal of excess unsuitable material off site, excavation, backfill, compaction, installation, valve boxes, concrete protection rings, concrete collars, tracing wire, and all equipment, tools, labor, and incidentals necessary to complete the work.

C-6 **GATE VALVES ON EXISTING MAINS**

A. Installation of gate valves on existing mains shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. Payment under this item shall include all costs necessary to install the specified gate valve and valve box on the existing water main, as indicated on the plans. All gate valves shall be installed in accordance with AQUA standard details. Work shall include cutting and removal of pavement, removal and disposal of excess unsuitable material off site, excavation, backfill, compaction, installation, cutting and disposal of the existing water main, valve boxes, fittings, concrete protection rings, concrete collars, tracing wire, and all equipment, tools, labor, and incidentals necessary to complete the work.

C-7 **TAPPING SLEEVE AND VALVE**

A. Installation of tapping sleeves and valves shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. Payment under this item shall include all costs necessary to install the specified tapping sleeve and valve on the existing water mains. Work shall include cutting and removal of pavement, removal and disposal of excess unsuitable material off site, excavation, backfill, compaction, determining the proper size sleeve, installation, testing of the sleeve, thrust blocking, concrete protection rings, concrete collars, valve boxes, tracing wire, and all equipment, tools, labor, and incidentals necessary to complete the work.

C-8 **TAPPING SADDLE AND VALVE**

A. Installation of tapping saddles and valves shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. Payment under this item shall include all costs necessary to install the specified tapping saddle and two (2) inch ball valve on the existing or proposed water mains. Work shall include cutting and removal of pavement, removal and disposal of excess unsuitable material off site, excavation, backfill, compaction, determining the proper size saddle, installation, valve boxes, tracing wire, concrete protection rings, concrete collars, and all equipment, tools, labor, and incidentals necessary to complete the work.

C-9 **INSTALLATION OF NEW WATER SERVICE**

A. Installation of a new water service shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. The Contractor shall install water services, utilizing ¾" CTS 200 pipe for doubled services or ¾" P.E. pipe, as indicated on the plans. Installation of the services shall be in accordance with AQUA standards. The meter boxes shall be located 18-inches inside the right-of-way, in accordance with AQUA standards. Payment under this item shall include all costs necessary to install the new CTS 200 or P.E. pipe service, as

indicated on the plans. Work shall include cutting and removal of pavement, proper disposal of waste, excavation, backfill, removal and disposal of excess unsuitable material off site, compaction, installation, if necessary boring the lateral under the road, furnishing and installing new meter boxes, corporations, saddles, lock valves, fittings, tapping the new or existing water main, and all equipment, tools, labor, and incidentals necessary to complete the work. No payment for installation of water services shall be made until all required compaction testing has been satisfactorily completed.

C-10 REPLACEMENT OF EXISTING 3/4-INCH WATER SERVICE

A. Replacement of existing water services shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. The Contractor shall replace the existing water services, utilizing 3/4" CTS 200 pipe for doubled services or 3/4" P.E. pipe, as indicated on the plans. Installation of the services shall be in accordance with AQUA standards. The meter boxes shall be located 18-inches inside the right-of-way, in accordance with AQUA standards. All connections to the customer side of the meter shall be completed by the Contractor. Payment under this item shall include all costs necessary to install the new 3/4" CTS 200 pipe for doubled services or 3/4" P.E. pipe, as indicated on the plans. Work shall include cutting and removal of pavement, removal and disposal of excess unsuitable material off site, excavation, backfill, compaction, installation, if necessary boring the lateral under the road, furnishing and installing new meter boxes, corporations, saddles, lock valves, tailpiece, fittings, tapping the new or existing water main, connecting the new service to the Customer's side utilizing brass fittings, and all equipment, tools, labor, and incidentals necessary to complete the work. No payment for installation of water services shall be made until all required compaction testing has been satisfactorily completed.

C-11 3/4-INCH WATER SERVICE RELOCATION

A. Relocation of water services shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. The Contractor shall relocate and replace the existing water service utilizing 3/4" CTS 200 pipe for doubled services or 3/4" P.E. pipe, as indicated on the plans. Installation of the service shall be in accordance with AQUA standards. The meter box shall be located 18-inches inside the right-of-way, in accordance with AQUA standards. The location of the new meter box is as indicated on the plans. All connections to the customer side of the meter shall be completed by the Contractor utilizing brass fittings. Payment under this item shall include all costs necessary to install the new 3/4" CTS 200 pipe for doubled services or 3/4" P.E. pipe, as indicated on the plans. Work shall include cutting and removal of pavement, removal and disposal of excess unsuitable material off site, excavation, backfill, compaction, installation, if necessary boring the lateral under the road, removal of the existing meter box, removal and reinstallation of existing meter to new location, furnishing and installing new meter boxes, corporations, saddles, lock valves, tailpiece, fittings, tapping the new or existing water main, and all equipment, tools, labor, and incidentals necessary to complete the work. No payment for relocation of the existing water service shall be made until all required compaction testing has been satisfactorily completed.

C-12 ADJUSTING EXISTING VALVE BOXES

A. Adjustment of existing valve boxes indicated as a separate item of work shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. Payment will be full compensation for excavation, removal and disposal of excess unsuitable material off site, concrete valve protection rings, furnishing and placement of concrete collars in paved areas, re-adjustments, backfill, compaction, and all other essentials necessary for the complete adjustment in accordance with AQUA requirements. Replacement of valve boxes if necessary will be as directed by the Project Coordinator and AQUA representative.

C-13 **ABANDONMENT OF WATER SERVICES**

A. Abandonment of existing water services shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. The Contractor shall furnish all materials necessary to “kill-out” the existing water services. The Contractor will excavate the tap on the existing main, turn off the corporation, plug the corporation, then plug the service, as indicated on the plans. All work shall be in accordance with AQUA standards. Work shall include all costs for excavation, cutting and removal of pavement, removal of meter boxes, removal and disposal of excess unsuitable material off site, backfill, compaction, all necessary fittings, and all equipment, tools, labor, and incidentals necessary to complete the work.

C-14 **TWO (2) INCH BLOW OFF**

A. Installation of two (2) inch blow-offs shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. Payment under this item shall include all necessary costs to install a two (2) inch blow-off at the end of water mains, in accordance with AQUA standards. The Contractor shall furnish and install a blow-off assembly at the end of the water mains, as indicated on the drawings. Work shall include all costs for excavation, valves, valve boxes, meter boxes, tracing wire, backfill, compaction, fittings, thrust blocks, saddles, concrete protector rings, concrete collar, and all equipment, tools, labor, and incidentals necessary to complete the work.

C-15 **CONNECT TO EXISTING WATER MAIN**

A. Connections to existing water mains shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. Payment under this item shall include all necessary costs to connect to the existing water main. Work shall include all costs for excavation, backfill, compaction, removal of the existing blow-off, tracing wire, removal and disposal of excess unsuitable material off site, necessary fittings to connect to the new water main, and all equipment, tools, labor, and incidentals necessary to complete the work.

C-16 **ABANDON EXISTING VALVES**

A. Abandonment of existing valves shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. Payment under this item shall include all necessary costs to properly abandon the existing valves, as specified on the plans. Work shall include all costs for excavation, cutting and removal of pavement, removal and disposal of excess unsuitable material off site, backfill, compaction, fittings, turning off existing valve, plugging existing valve and all necessary fittings, removal of valve boxes as required, and all equipment, tools, labor, and incidentals necessary to complete the work.

C-17 **ABANDON & GROUT FILL EXISTING WATER MAIN**

A. Payment under this item shall include all necessary costs to grout fill the existing water main to be abandoned. All work shall be in accordance with AQUA standards and as approved by AQUA. Work shall include all costs to plug the water main, hoses, pumps, fittings, grout, and all labor, materials, equipment, and incidentals necessary to complete the work. Grouting of the water main shall occur after AQUA has accepted the new water main and laterals.

C-18 **ABANDON EXISTING WATER MAIN**

A. Abandonment of the existing water main shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. The Contractor

shall furnish all materials necessary to “kill-out” the existing water mains, as indicated on the plans. All work shall be in accordance with AQUA standards and as approved by AQUA. Work shall include all costs for excavation, cutting and removal of pavement, removal and disposal of unsuitable material off site, backfill, compaction, concrete, all necessary fittings, and all equipment, tools, labor, and incidentals necessary to complete the work.

C-19 STERILIZATION AND TESTING

A. Payment under this line item shall include all costs necessary to perform the required testing on the water mains, laterals and appurtenances. Work shall include all costs for furnishing test equipment, installation of temporary taps for testing and/or disinfection, coordination with the Project Coordinator and AQUA representative, and all labor, materials, equipment, and incidentals necessary to complete the testing in accordance with AQUA standards. All laterals shall be tested. The Contractor shall pressure test and disinfect the new water main, laterals and appurtenances in accordance with AQUA standards, prior to placing it into service.

B. The Contractor shall be responsible for furnishing all necessary equipment to complete the testing and sterilization, coordination with the Project Coordinator and AQUA representative, and removal of all unnecessary taps and fittings upon completion of the work. Payment under this line item will not be made until all required tests are successful.

C-20 REPLACEMENT OF ASBESTOS-CEMENT WATER MAINS

A. Payment under this line item shall include all costs necessary to remove the existing asbestos-cement (AC) water mains and install new ductile iron water mains. Replacement of the water main shall be in accordance with AQUA standards. Work shall include all costs for excavation, backfill, thrust blocking as required, compaction, fittings, all necessary connections, cutting and removal of pavement, installation of the pipe at the specified line and grade, bedding material, removal and disposal of excess unsuitable material off site, removal and proper disposal of the AC water main, and all labor, materials, equipment, and incidentals necessary to complete the work. The Contractor shall be responsible for completing the installation, all required compaction testing, proper alignment of the installed main, and all other items related to proper installation. The replacement of the existing AC water main shall be paid for by the actual count per linear feet installed at each proposed crossing.

B. The Contractor shall also replace all of the existing water services from the main to the meter box connected to the section of the AC pipe to be replaced. The water services and meter boxes shall be replaced in accordance with the utility owner’s standards. The replacement of the connected water services shall be paid for by the actual count of each and payment made under the applicable unit price per each contained in the Bid Form.

C-21 RELOCATION OF EXISTING WATER MAINS

A. Payment under this line item shall include all costs necessary to relocate existing water mains due to conflict with existing or proposed utility work. Relocation of the water main shall be in accordance with AQUA standards. Work shall include all costs for excavation, backfill, compaction, fittings, installation of restrained joint pipe as specified in the drawings or as required by AQUA standards, all necessary connections, cutting and removal of pavement, installation of the pipe at the specified line and grade, bedding material, removal and disposal of excess unsuitable material off site, removal and proper disposal of the existing water main, and all labor, materials, equipment, and incidentals necessary to complete the work. The Contractor shall be responsible for completing the installation, all required compaction testing, proper alignment of the installed main, and all other items related to proper installation. The relocation of the existing water main shall be paid for by the

actual count per linear feet installed.

B. The Contractor shall also replace all of the existing water services from the main to the meter box connected to the section of the pipe to be relocated. The water services and meter boxes shall be replaced in accordance with the utility owner's standards. The replacement of the connected water services shall be paid for by the actual count of each and payment made under the applicable unit price per each contained in the Bid Form.

PART “C”, WATER UTILITIES

C-1 PVC WATER MAINS

A. Installation of the PVC water main shall be accomplished in accordance with PWC Standard Specifications 02660 Water Distribution. Payment under this item shall include all costs necessary to install the specified water main in accordance with PWC standards. Work shall include all costs for excavation, backfill, thrust blocking as required, compaction, fittings, tracing wire, cutting and removal of pavement, removal and disposal of excess unsuitable material off site, installation of the pipe at the specified line and grade, bedding material, and all labor, materials, equipment, and incidentals necessary to complete the work. The Contractor shall be responsible for completing the installation, all required compaction testing, proper alignment of the installed main, and all other items related to proper installation. No payment for installation of water main shall be made until all required compaction testing has been satisfactorily completed.

C-2 DUCTILE IRON WATER MAIN

A. Installation of the ductile iron water main shall be accomplished in accordance with PWC Standard Specifications 02660 Water Distribution. Payment under this item shall include all costs necessary to install the specified water main in accordance with PWC standards. Work shall include all costs for excavation, backfill, thrust blocking as required, compaction, fittings, cutting and removal of pavement, installation of the pipe at the specified line and grade, bedding material, removal and disposal of excess unsuitable material off site, and all labor, materials, equipment, and incidentals necessary to complete the work. The Contractor shall be responsible for completing the installation, all required compaction testing, proper alignment of the installed main, and all other items related to proper installation. No payment for installation of water main shall be made until all required compaction testing has been satisfactorily completed.

C-3 RESTRAINED JOINT DUCTILE IRON WATER MAIN

A. Installation of the restrained joint ductile iron water main shall be accomplished in accordance with PWC Standard Specifications 02660 Water Distribution. Payment under this item shall include all costs necessary to install the water main in accordance with PWC standards. Work shall include all costs for excavation, backfill, compaction, fittings, cutting and removal of pavement, installation of restrained joint pipe as specified in the drawings or as required by PWC standards, bedding material, removal and disposal of excess unsuitable material off site, and all labor, materials, equipment, and incidentals necessary to complete the work. The Contractor shall be responsible for completing the installation, all required testing, proper alignment of the installed main, and all other items related to proper installation. No payment for installation of the water main shall be made until all required compaction tests are satisfactorily completed.

C-4 TWO (2) INCH PVC WATER MAIN

A. Installation of the two (2) inch PVC water main shall be accomplished in accordance with PWC Standard Specifications 02660 Water Distribution. Payment under this item shall include all costs necessary to install the specified water main in accordance with PWC standards. Work shall include all costs for excavation, backfill, thrust blocking as required, compaction, fittings, cutting and removal of pavement, installation of the pipe at the specified line and grade, tracing wire, bedding material, removal and disposal of excess unsuitable material off site, and all labor, materials, equipment, and incidentals necessary to complete the work. The Contractor shall be responsible for completing the installation, all required compaction testing, proper alignment of the installed main, and all other items related to proper installation. No payment for installation of water main shall be

made until all required compaction testing has been satisfactorily completed.

C-5 UNDERCUT EXCAVATION

A. Undercut excavation shall be measured and paid for by the volume in cubic yards of unsuitable material excavated below the bedding limit line of four (4) inches below the pipe as authorized by the Project Coordinator. Payment shall be based on the width of two (2) feet plus the internal diameter of the pipe and to the authorized additional depth required for proper support of the pipeline. Payment for structures shall be based on the width of two (2) feet plus the external diameter/dimension to the authorized depth required for proper support of the structure.

B. Payment shall include the costs for all labor, tools, materials and equipment including but not limited to the removal and disposal of unsuitable soil, approved bedding material and all other incidentals necessary to complete the work. No payment for undercut will be made for over excavation by error or where proper dewatering methods are not in place for trench and or excavation stabilization.

C-6 GATE VALVES

A. Gate valves shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. Payment under this item shall include all costs necessary to install the specified gate valve and valve box, as indicated on the plans. All gate valves shall be installed in accordance with PWC standard details. Work shall include cutting and removal of pavement, removal and disposal of excess unsuitable material off site, excavation, backfill, compaction, installation, valve boxes, concrete protection rings, concrete collars, tracing wire, and all equipment, tools, labor, and incidentals necessary to complete the work.

C-7 GATE VALVES ON EXISTING MAINS

A. Installation of gate valves on existing mains shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. Payment under this item shall include all costs necessary to install the specified gate valve and valve box on the existing water main, as indicated on the plans. All gate valves shall be installed in accordance with PWC standard details. Work shall include cutting and removal of pavement, removal and disposal of excess unsuitable material off site, excavation, backfill, compaction, installation, cutting and disposal of the existing water main, valve boxes, fittings, concrete protection rings, concrete collars, tracing wire, and all equipment, tools, labor, and incidentals necessary to complete the work.

C-8 TAPPING SLEEVE AND VALVE

A. Installation of tapping sleeves and valves shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. Payment under this item shall include all costs necessary to install the specified tapping sleeve and valve on the existing water mains. Work shall include cutting and removal of pavement, removal and disposal of excess unsuitable material off site, excavation, backfill, compaction, determining the proper size sleeve, installation, testing of the sleeve, thrust blocking, concrete protection rings, concrete collars, valve boxes, tracing wire, and all equipment, tools, labor, and incidentals necessary to complete the work.

C-9 TAPPING SADDLE AND VALVE

A. Installation of tapping saddles and valves shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. Payment under this item shall include all costs necessary to install the specified tapping saddle and two (2) inch ball

valve on the existing or proposed water mains. Work shall include cutting and removal of pavement, removal and disposal of excess unsuitable material off site, excavation, backfill, compaction, determining the proper size saddle, installation, valve boxes, tracing wire, concrete protection rings, concrete collars, and all equipment, tools, labor, and incidentals necessary to complete the work.

C-10 FIRE HYDRANTS ON EXISTING WATER MAINS

A. Fire hydrants will be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid for fire hydrants as listed in the Bid Form. Payment will be full compensation for furnishing and installing hydrants and hydrant branches in accordance with PWC standards, painting, stone drainage wells, anchorage, testing, excavation, backfill and compaction, saw-cutting, removal, and disposal of pavement, sod all disturbed areas, gate valves and boxes, pipe, fittings, concrete protector rings, concrete collars, removal and disposal of excess unsuitable material off site, tapping sleeve and valve, hydrant barrel adjustments to finish grade, and painting.

C-11 FIRE HYDRANT INSTALLATION

A. Fire hydrants will be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. Payment under this item shall include all costs necessary to install a new fire hydrant to the proposed location as shown on the plans, in accordance with PWC standards. Work shall include cutting and removal of pavement, concrete collars, gate valves, boxes, concrete protection ring, painting, barrel depth verification, hydrant barrel depth adjustments to finished grade, excavation, backfill, compaction, pipe, fittings, and all equipment, tools, labor, and incidentals necessary to complete the work.

C-12 REMOVE EXISTING FIRE HYDRANT

A. Payment under this item shall include all costs necessary to remove the existing fire hydrant. Work shall include cutting and removal of pavement, excavation, backfill, compaction, removal of pipe, valve, and fittings, capping of the existing hydrant branch, returning the fire hydrant to PWC, removal and disposal of excess unsuitable material off site, sod all disturbed areas, and all equipment, tools, labor, and incidentals necessary to complete the work.

C-13 INSTALLATION OF NEW WATER SERVICE

A. Installation of a new water service shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. The Contractor shall install water services, utilizing copper tubing, as indicated on the plans. Installation of the services shall be in accordance with PWC standard detail W.24. The meter boxes shall be located 18-inches inside the right-of-way, in accordance with PWC standards. Payment under this item shall include all costs necessary to install the new copper service, as indicated on the plans. Work shall include cutting and removal of pavement, proper disposal of waste, excavation, backfill, removal and disposal of excess unsuitable material off site, compaction, installation, if necessary boring the lateral under the road, furnishing and installing new meter boxes, corporations, saddles, lock valves, fittings, tapping the new or existing water main, and all equipment, tools, labor, and incidentals necessary to complete the work. No payment for installation of water services shall be made until all required compaction testing has been satisfactorily completed.

C-14 REPLACEMENT OF EXISTING 1-INCH WATER SERVICE

A. Replacement of existing water services shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. The Contractor shall replace the existing water services, utilizing copper tubing, as indicated on the plans. Installation of the services shall be in accordance with PWC standard detail W.24. The meter boxes

shall be located 18-inches inside the right-of-way, in accordance with PWC standards. All connections to the customer side of the meter shall be completed by the Contractor. Payment under this item shall include all costs necessary to install the new copper service, as indicated on the plans. Work shall include cutting and removal of pavement, removal and disposal of excess unsuitable material off site, excavation, backfill, compaction, installation, if necessary boring the lateral under the road, furnishing and installing new meter boxes, corporations, saddles, lock valves, tailpiece, fittings, tapping the new or existing water main, connecting the new service to the Customer's side utilizing brass fittings, and all equipment, tools, labor, and incidentals necessary to complete the work. No payment for installation of water services shall be made until all required compaction testing has been satisfactorily completed.

C-15 1-INCH WATER SERVICE RELOCATION

A. Relocation of water services shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. The Contractor shall relocate and replace the existing water service utilizing copper tubing, as indicated on the plans. Installation of the service shall be in accordance with PWC standard detail W.24. The meter box shall be located 18-inches inside the right-of-way, in accordance with PWC standards. The location of the new meter box is as indicated on the plans. All connections to the customer side of the meter shall be completed by the Contractor utilizing brass fittings. Payment under this item shall include all costs necessary to install the new copper service, as indicated on the plans. Work shall include cutting and removal of pavement, removal and disposal of excess unsuitable material off site, excavation, backfill, compaction, installation, if necessary boring the lateral under the road, removal of the existing meter box, removal and reinstallation of existing meter to new location, furnishing and installing new meter boxes, corporations, saddles, lock valves, tailpiece, fittings, tapping the new or existing water main, and all equipment, tools, labor, and incidentals necessary to complete the work. No payment for relocation of the existing water service shall be made until all required compaction testing has been satisfactorily completed.

C-16 ADJUSTING EXISTING VALVE BOXES

A. Adjustment of existing valve boxes indicated as a separate item of work shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. Payment will be full compensation for excavation, removal and disposal of excess unsuitable material off site, concrete valve protection rings, furnishing and placement of concrete collars in paved areas, re-adjustments, backfill, compaction, and all other essentials necessary for the complete adjustment in accordance with PWC requirements. Replacement of valve boxes if necessary will be as directed by the PWC Project Coordinator.

C-17 ABANDONMENT OF WATER SERVICES

A. Abandonment of existing water services shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. The Contractor shall furnish all materials necessary to "kill-out" the existing water services. The Contractor will excavate the tap on the existing main, turn off the corporation, plug the corporation, then plug the service, as indicated on the plans. All work shall be in accordance with PWC standards. Work shall include all costs for excavation, cutting and removal of pavement, removal of meter boxes, removal and disposal of excess unsuitable material off site, backfill, compaction, all necessary fittings, and all equipment, tools, labor, and incidentals necessary to complete the work.

C-18 TWO (2) INCH BLOW OFF

A. Installation of two (2) inch blow-offs shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. Payment under this item shall include all necessary costs to install a two (2) inch blow-off at the end of water mains, in accordance with PWC standards. The Contractor shall furnish and install a blow-off assembly at the end of the water mains, as indicated on the drawings. Work shall include all costs for excavation, valves, valve boxes, meter boxes, tracing wire, backfill, compaction, fittings, thrust blocks, saddles, concrete protector rings, concrete collar, and all equipment, tools, labor, and incidentals necessary to complete the work.

C-19 CONNECT TO EXISTING WATER MAIN

A. Connections to existing water mains shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. Payment under this item shall include all necessary costs to connect to the existing water main. Work shall include all costs for excavation, backfill, compaction, removal of the existing blow-off, tracing wire, removal and disposal of excess unsuitable material off site, necessary fittings to connect to the new water main, and all equipment, tools, labor, and incidentals necessary to complete the work.

C-20 ABANDON EXISTING VALVES

A. Abandonment of existing valves shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. Payment under this item shall include all necessary costs to properly abandon the existing valves, as specified on the plans. Work shall include all costs for excavation, cutting and removal of pavement, removal and disposal of excess unsuitable material off site, backfill, compaction, fittings, turning off existing valve, plugging existing valve and all necessary fittings, removal of valve boxes as required, and all equipment, tools, labor, and incidentals necessary to complete the work.

C-21 ABANDON & GROUT FILL EXISTING WATER MAIN

A. Payment under this item shall include all necessary costs to grout fill the existing water main to be abandoned. All work shall be in accordance with PWC standard detail W.22, and as approved by PWC. Work shall include all costs to plug the water main, hoses, pumps, fittings, grout, and all labor, materials, equipment, and incidentals necessary to complete the work. Grouting of the water main shall occur after PWC has accepted the new water main and laterals.

C-22 ABANDON EXISTING WATER MAIN

A. Abandonment of the existing water main shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. The Contractor shall furnish all materials necessary to “kill-out” the existing water mains, as indicated on the plans. All work shall be in accordance with PWC standard detail W.22, and as approved by PWC. Work shall include all costs for excavation, cutting and removal of pavement, removal and disposal of unsuitable material off site, backfill, compaction, concrete, all necessary fittings, and all equipment, tools, labor, and incidentals necessary to complete the work.

C-23 BORE AND JACK

A. Payment under this item shall include all necessary costs to install the casing and carrier pipe in accordance with the project requirements. Work shall include all costs for excavation, shoring, removal and disposal of excess unsuitable material off site, bedding material, horizontal and vertical controls, bore steering mechanisms, steel casing, casing spacers, concrete grouting and closures, installation of the restrained joint ductile iron carrier pipe, backfill, compaction, and all labor,

materials, equipment, and incidentals necessary to complete the work. The Contractor shall comply with all requirements for construction within the right-of-ways of the applicable permitting authority.

C-24 STERILIZATION AND TESTING

A. Payment under this line item shall include all costs necessary to perform the required testing on the water mains, laterals and appurtenances. Work shall include all costs for furnishing test equipment, installation of temporary taps for testing and/or disinfection, coordination with the Project Coordinator, and all labor, materials, equipment, and incidentals necessary to complete the testing in accordance with PWC standards. All laterals shall be tested. The Contractor shall pressure test and disinfect the new water main, laterals and appurtenances in accordance with PWC standards, prior to placing it into service.

B. The Contractor shall be responsible for furnishing all necessary equipment to complete the testing and sterilization, coordination with the Project Coordinator, and removal of all unnecessary taps and fittings upon completion of the work. Payment under this line item will not be made until all required tests are successful.

C-25 REPLACEMENT OF ASBESTOS-CEMENT WATER MAINS

A. Payment under this line item shall include all costs necessary to remove the existing asbestos-cement (AC) water mains and install new ductile iron water mains. Replacement of the water main shall be in accordance with PWC standards. Work shall include all costs for excavation, backfill, thrust blocking as required, compaction, fittings, all necessary connections, cutting and removal of pavement, installation of the pipe at the specified line and grade, bedding material, removal and disposal of excess unsuitable material off site, removal and proper disposal of the AC water main, and all labor, materials, equipment, and incidentals necessary to complete the work. The Contractor shall be responsible for completing the installation, all required compaction testing, proper alignment of the installed main, and all other items related to proper installation. The replacement of the existing AC water main shall be paid for by the actual count per linear feet installed at each proposed crossing.

B. The Contractor shall also replace all of the existing water services from the main to the meter box connected to the section of the AC pipe to be replaced. The water services and meter boxes shall be replaced in accordance with the utility owner's standards. The replacement of the connected water services shall be paid for by the actual count of each and payment made under the applicable unit price per each contained in the Bid Form.

C-26 RELOCATION OF EXISTING WATER MAINS

A. Payment under this line item shall include all costs necessary to relocate existing water mains due to conflict with existing or proposed utility work. Relocation of the water main shall be in accordance with PWC standards. Work shall include all costs for excavation, backfill, , compaction, fittings, installation of restrained joint pipe as specified in the drawings or as required by PWC standards, all necessary connections, cutting and removal of pavement, installation of the pipe at the specified line and grade, bedding material, removal and disposal of excess unsuitable material off site, removal and proper disposal of the existing water main, and all labor, materials, equipment, and incidentals necessary to complete the work. The Contractor shall be responsible for completing the installation, all required compaction testing, proper alignment of the installed main, and all other items related to proper installation. The relocation of the existing water main shall be paid for by the actual count per linear feet installed.

B. The Contractor shall also replace all of the existing water services from the main to the meter box connected to the section of the pipe to be relocated. The water services and meter boxes shall be replaced in accordance with the utility owner's standards. The replacement of the connected water services shall be paid for by the actual count of each and payment made under the applicable unit price per each contained in the Bid Form.

C-27 INSTALLATION OF NEW 2" WATER SERVICE

A. Installation of a new 2 inch water service shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. The Contractor shall install water services, utilizing SDR-21, as indicated on the plans. Installation of the services shall be in accordance with PWC standard details W.5 and W.15. The meter boxes shall be located 18-inches inside the right-of-way, in accordance with PWC standards. Payment under this item shall include all costs necessary to install the new 2" SDR-21 water service, as indicated on the plans. Work shall include cutting and removal of pavement, proper disposal of waste, excavation, backfill, removal and disposal of excess unsuitable material off site, compaction, installation, if necessary boring the lateral under the road, furnishing and installing new meter boxes, 2" ball valve, 2" tapping saddles, corporations, saddles, lock valves, fittings, tapping the new or existing water main, and all equipment, tools, labor, materials, and incidentals necessary to complete the work. No payment for installation of water services shall be made until all required compaction testing has been satisfactorily completed.

C-28 WELL ABANDONMENT

A. Seal abandoned wells at locations shown in the contract or as directed. Perform all work in accordance with NCDEQ requirements.

Construction Methods

A. Contractor shall utilize a Well Contractor that is certified by the State of North Carolina to perform abandonment. Prior to commencing clearing and grubbing in the easement, the Contractor shall inspect the area to determine if there are any wells within the clearing limits. The well shall be inspected from land surface to the entire depth of the well before it is sealed to ensure freedom from obstructions that may interfere with sealing operations. Before sealing, place chlorine in the well in sufficient quantities to produce a chlorine residual of at least 100 milligrams per liter in the well. All casing and screen materials may be salvaged except casing that is cemented in place. In the case of gravel-packed wells in which the casing and screens have not been removed, perforate the casing opposite the gravel pack at intervals not exceeding 10 feet. Completely fill bored wells with cement grout or dry clay compacted in place. Completely fill wells constructed in unconsolidated formations with cement grout by introducing it through a pipe extending to the bottom and raising it as the well is filled. Fill wells constructed in consolidated rock formations or that penetrate zones of consolidated rock to at least 5 feet below the top of the consolidated rock with sand, gravel, or grout opposite the zones of consolidated rock. Fill the remainder of the well with cement grout. Complete a certified well abandonment record (Form GW-30) and submit to the Owner and to NCDEQ.

B. The contractor shall remove and dispose of the well house/pumphouse, remove all piping at the wellhouse/pumphouse, return the pump to the property owner, disconnect any electrical components from the power source (at the wellhouse/pumphouse) to the well pump, and disconnect and plug the existing plumbing back to the structure. The contractor shall restore the property with sod upon completion.

C. If the property owner is not served by public water, the contractor shall connect the owner to public water as indicated in the Contract Documents. Payment for connecting the property owner to public water shall be made under a separate line item. If the property owner utilizes the well for irrigation purposes, the contractor shall connect the existing irrigation to public water as indicated in the Contract Documents. Payment for connecting the property owner's irrigation to public water shall be made under a separate line item.

Measurement and Payment

A. Payment under this item shall include all costs to abandon existing wells in accordance with NCDEQ requirements. Work shall include, but not limited to, chlorinating the well before sealing, perforating the well casing, filling the well with cement, grout, dry clay, and or gravel, furnishing all necessary records to NCDEQ, furnishing all records and confirmations of receipt of records by NCDEQ to the Owner (PWC), removal and disposal of the existing well house/pumphouse, removal and disposal of piping, removing the pump and providing it to the property owner, disconnecting any electrical components from the power source to the well pump, disconnecting and plugging existing plumbing, restoration of the property with sod, and any other incidentals necessary to complete the work.

PART “D”, SANITARY SEWER UTILITIES

D-1 PVC SANITARY SEWER MAINS

A. Installation of the PVC sewer main shall be accomplished in accordance with PWC Standard Specifications 02730 Sanitary Sewer Systems. Payment per linear foot of sanitary sewer shall be made at the applicable unit prices for each size and pay depth as indicated on the Bid Form. Payment under this item shall include all costs necessary to install the specified sewer main in accordance with PWC standards. Work shall include all costs for excavation, backfill, compaction, dewatering, cutting and removal of pavement, proper disposal of waste materials, installation of the pipe at the specified line and grade, stone bedding, and all labor, materials, equipment, and incidentals necessary to complete the work. The Contractor shall be responsible for completing the installation, proper alignment and grade of the installed main, and all other items related to proper installation. All pipe segments installed must have passed the detailed compaction requirements in order to be considered for payment.

D-2 DUCTILE IRON SEWER MAIN

A. Installation of the ductile iron sewer main shall be accomplished in accordance with PWC Standard Specifications 02730 Sanitary Sewer Systems. Payment per linear foot of sanitary sewer shall be made at the applicable unit prices for each size and pay depth as indicated on the Bid Form. Payment under this item shall include all costs necessary to install the specified sewer main in accordance with PWC standards. Work shall include all costs for excavation, backfill, compaction, dewatering, cutting and removal of pavement, proper disposal of waste materials, installation of the pipe at the specified line and grade, stone bedding, linings, coatings and all labor, materials, equipment, and incidentals necessary to complete the work. The Contractor shall be responsible for completing the installation, proper alignment and grade of the installed main, and all other items related to proper installation. All pipe segments installed must have passed the detailed compaction requirements in order to be considered for payment.

D-3 LOW PRESSURE FORCE MAIN

A. Measurement for the installation of a low pressure sewer system force main shall be made at the unit price bid per linear foot contained in the Bid Form. Payment shall include excavation, saw cutting, removal and disposal of pavement, all necessary fittings, installation of the blow-off assembly, tracing wire, backfill, passing compaction for each segment, and all other labor, materials and equipment necessary to install a complete low pressure force main as specified herein and as shown on the Contract Drawings. Pipe segments installed must have passed the detailed compaction requirements in order to be considered for payment.

D-4 HORIZONTAL DIRECTION DRILLING – DUCTILE IRON PIPE

A. The quantity of the directionally controlled horizontal drilling to be paid for shall be the number of linear feet, complete, in place, as determined by the horizontal length labeled as beginning and ending stations, as shown on the plans. Payment shall be made at the applicable indicated unit price bid, as contained in the Bid Form. Payment will include all work of every description including excavation, grading, trenching, backfilling, dewatering, compaction, drilling, drilling mud, (i.e. lubricants), fittings, connection to the manhole or pipe, CCTV inspection of all pipe installed and all other incidentals necessary for the complete pipe installation.

D-5 FURNISH AND INSTALL MANHOLE

A. Payment under this item shall include all costs necessary to furnish and install various diameter manholes as specified on the plans. Payment per each manhole shall be made at the applicable unit prices for each size and pay depth as indicated on the Bid Form. Work shall include all costs for excavation, backfill, removal and disposal of unsuitable material off-site, linings, inverts, pipe slides, dewatering, compaction, cutting and removal of pavement, proper disposal of waste, stone bedding, installation of the manhole in accordance with PWC standards, installation of the specified frame and cover, concrete collar, and all labor, materials, equipment, and incidentals necessary to complete the work.

D-6 FURNISH AND INSTALL DOGHOUSE MANHOLE

A. Payment under this item shall include all costs necessary to furnish and install various diameter doghouse manholes as specified on the plans. Payment per each doghouse manhole shall be made at the applicable unit prices for each size and pay depth as indicated on the Bid Form. Work shall include all costs for excavation, backfill, compaction, cutting and removal of pavement, proper disposal of waste, linings, inverts, pipe slides, installation of the doghouse manhole in accordance with PWC standards, installation of the specified frame and cover, stone bedding, removal and disposal of unsuitable material off-site, dewatering, removal of the existing pipe, concrete collar, and all labor, materials, equipment, and incidentals necessary to complete the work. Vacuum testing of the doghouse manhole is not required.

D-7 FURNISH AND INSTALL INSIDE DROP STRUCTURE

A. Payment shall be measured by actual count, complete, in place and accepted at the unit price bid as listed on the Bid Form. Payment shall include all costs necessary to install the specified inside drop connection in accordance with PWC standards. Work shall include installation of the inside drop structure in accordance with PWC standard detail S.5. Work shall include all costs for pipe, fittings, stainless steel straps, anchors, and all labor, materials, equipment, and incidentals necessary to complete the work.

D-8 PVC SEWER LATERAL INSTALLATION

A. Installation of PVC sewer laterals shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. Payment under this item shall include all costs necessary to furnish and install a PVC sanitary sewer lateral in accordance with PWC standards. Work shall include all costs for excavation, backfill, compaction, cutting of pavement, removal and disposal of excess unsuitable material off-site, proper disposal of waste, dewatering, marking the location of the lateral on the curb or edge of pavement, installation of a cleanout, all necessary fittings, stone bedding, installation of the lateral at the specified line and grade, and all labor, materials, equipment, and incidentals necessary to complete the work. All laterals installed must have passed the detailed compaction requirements in order to be considered for payment.

D-9 DUCTILE IRON SEWER LATERAL INSTALLATION

A. Installation of ductile iron sewer laterals shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. Payment under

this item shall include all costs necessary to furnish and install a ductile iron sanitary sewer lateral in accordance with PWC standards. Work shall include all costs for excavation, backfill, compaction, cutting of pavement, removal and disposal of excess unsuitable material off-site, proper disposal of waste, dewatering, marking the location of the lateral on the curb or edge of pavement, installation of a cleanout, coatings, linings, all necessary fittings, stone bedding, installation of the lateral at the specified line and grade, and all labor, materials, equipment, and incidentals necessary to complete the work. All laterals installed must have passed the detailed compaction requirements in order to be considered for payment.

D-10 ABANDON EXISTING SEWER LATERAL

A. Abandonment of existing sewer laterals shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. Payment under this item shall include all necessary costs to abandon existing sewer laterals as indicated on the plans. Work shall include all costs for excavation, dewatering, backfill, removal of the existing lateral at the main, installing a plug at the main to lateral connection, compaction, removal of the existing combination and cleanout stack, installing a plug on that end of the lateral, and all labor, materials, equipment, and incidentals necessary to complete the work.

D-11 RECONNECT SEWER LATERAL TO EXISTING PLUMBING

A. Re-connecting a sewer lateral to existing plumbing shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. Payment under this item shall include all costs to connect from the PWC lateral to the customer's existing sewer service as indicated on the plans. Work shall be in accordance with the Plumbing code and City of Fayetteville requirements. Work shall include all costs to install cleanouts, permits, coordination with the property owner, excavation, dewatering, backfill, compaction, connection to the existing lateral, and all labor, materials, equipment and incidentals necessary to complete the work.

D-12 LOW PRESSURE SERVICE LATERAL

A. Measurement for the installation of a low pressure sewer lateral to serve an individual building shall be made at the unit price bid per each as contained in the Bid Form. Payment shall include all necessary excavation, removal and disposal of excess unsuitable materials off site, saw-cutting and removal of pavement, all necessary fittings, connection to the low pressure force main, tracing wire, installation of the connection assembly at the property line, dewatering, compaction, backfill, and all other labor, materials, and equipment necessary to furnish and install a complete low pressure service lateral assembly as specified herein and as shown on the Contract Drawings. Laterals installed must have passed the detailed compaction requirements in order to be considered for payment.

D-13 CONNECTIONS TO EXISTING STRUCTURES

A. Connections to existing manholes will be paid for at the unit price bid per each as listed in the Bid Form completed and accepted and shall include all costs of equipment, labor, tools, materials and all incidental work. Connections shall consist of coring the manhole, installing flexible boots, re-building inverts, and sealing penetrations as required.

D-14 ANTI-SEEP COLLARS

A. Payment for installing anti-seep collars shall be made at the unit price bid per each as listed on the Bid Form. Collars shall be constructed at the locations indicated on the Contract Drawings and as shown in the PWC Standard Details.

D-15 CONCRETE ANCHOR BLOCKS

A. Concrete anchor blocks will be measured and paid for by actual count, complete, in place. Payment shall be based upon the unit price bid as contained in the Bid Form. Payment shall include all work of every description necessary for complete installation, including concrete construction, stainless steel saddle, fittings, stone bedding as required, anchoring materials and all other labor, materials and equipment to construct and install concrete anchor blocks in accordance with PWC requirements.

D-16 UNDERCUT EXCAVATION

A. Undercut excavation shall be measured and paid for by the volume in cubic yards of unsuitable material excavated below the bedding limit line of four (4) inches below the pipe as authorized by the Project Coordinator. Payment shall be based on the width of two (2) feet plus the internal diameter of the pipe and to the authorized additional depth required for proper support of the pipeline. Payment for structures shall be based on the width of two (2) feet plus the external diameter to the authorized depth required for proper support of the structure.

B. Payment shall include the costs for all labor, tools, materials and equipment including but not limited to the removal and disposal of unsuitable soil, furnishing and placing stone bedding material and all other incidentals necessary to complete the work. No payment for undercut will be made for over excavation by error or where proper dewatering methods are not in place for trench and or excavation stabilization.

D-17 TESTING

A. Payment under this item shall include all costs necessary to perform the required testing on the sewer mains, low pressure sewer systems, force mains, laterals, and manholes. Work shall include all costs for furnishing test equipment, blow offs coordination with the PWC Project Coordinator, and all labor, materials, equipment, and incidentals necessary to complete the testing in accordance with PWC standards. Payment under this line item shall not be made until all performed tests are successful. No extra payment will be made for laterals connecting directly to manholes.

B. The Contractor shall be responsible for furnishing all necessary equipment to complete the testing, coordination with the Project Coordinator, and removal of all unnecessary taps and fittings upon completion of the work. Payment under this line item will not be made until all required tests are successful.

D-18 LIFT STATION WATER SERVICE

A. Water services shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. Installation of one-inch (1") copper water service for a lift station will be measured by actual count in place and accepted. Payment shall be made under the applicable unit price bid per each as contained in the Bid Form. Payment shall include saw cutting, removing and disposal of pavement, excavation, tapping and connecting to water mains, fittings, service pipe, corporations, installation of a reduced pressure backflow device in an insulated above ground enclosure, yard hydrant, standard meter box, all associated fittings, backfill, compaction, and all other incidental work necessary to furnish a complete installation as specified herein and shown on the Contract Drawings. Metering for the service will be installed by the utility provider once work has been completed and accepted.

D-19 SELF-PRIMING LIFT STATION

A. Payment for the self-priming lift station as described herein shall be made at the lump sum price bid contained in the Bid Form. Payment shall include all necessary piping, fittings, wet well installation (including excavation, backfill, stone bedding, compaction), all necessary work to grade, clear, and prepare the site in accordance with the detailed site plan, fencing and gates, construction of the access road, pumps, bypass assembly, electrical work, control panels, site lighting, coordination as required for the installation and delivery of pumps, materials, electrical and mechanical equipment, coordination as necessary with the electrical service provider to provide the required electrical service to the lift station site, installation of piping and equipment, labor, materials, equipment, and all other necessary work required to furnish a complete installation as specified herein and shown on the Contract Drawings.

D-20 SUBMERSIBLE LIFT STATION

A. Payment for the submersible lift station as described herein shall be made at the lump sum unit price contained in the Bid Form. Payment shall include all necessary piping, fittings, wet well installation (including excavation, backfill, stone bedding, compaction), all necessary work to grade, clear, and prepare the site in accordance with the detailed site plan, fencing and gates, construction of the access road, pumps, bypass assembly, electrical work, control panels, site lighting, coordination as required for the installation and delivery of pumps, materials, electrical and mechanical equipment, coordination as necessary with the electrical service provider to provide the required electrical service to the lift station site, hoist assembly and wiring, valve vault, installation of piping and equipment, labor, materials, equipment, and all other necessary work required to furnish a complete installation as specified herein and shown on the Contract Drawings.

D-21 LIFT STATION ENCLOSURE

A. Payment for furnishing and installing the enclosure for the specified lift station shall be made at the lump sum unit price contained in the Bid Form. All items necessary to provide a complete enclosure, including but not limited to electrical work, fans, vents, lighting, attachment to the slab, and all labor, equipment, materials, and all other necessary work required to furnish a complete installation as specified herein and shown on the Contract Drawings shall be included in the unit price bid.

D-22 REMOTE TELEMETRY SYSTEM

A. Payment for furnishing and installing the remote telemetry (SCADA) system for the specified lift station shall be made at the lump sum price contained in the Bid Form. Payment shall include all necessary electrical work, necessary coordination with the PWC Lift Station Department, programming, testing, installation of the antennae, concrete foundation for the antennae, and necessary control panel, and all other labor, materials, and equipment as specified within these Contract Documents and as required by PWC to provide a working remote telemetry system capable of interacting with the existing PWC lift station remote telemetry system.

D-23 LIFT STATION STANDBY POWER

A. Payment for furnishing and installing the emergency generator for the specified lift station shall be made at the lump sum unit price contained in the Bid Form. Payment shall include the emergency generator as specified within these Contract Documents, all necessary electrical, mechanical, and site work, installation of conduit, concrete foundation, necessary coordination with the remote telemetry installer, and all other labor, materials, and equipment necessary to furnish a working standby power system as specified within these Contract Documents.

D-24 ABANDON AERIAL SEWER CROSSING

A. Abandonment of existing aerial sewer crossings shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. Payment under this item shall include all costs to remove and properly dispose of the existing aerial crossing. Work shall include cutting and plugging the existing aerial sewer main at the existing manhole and bridge abutment, removal of the existing pipe, removal of the existing hangars, pilings, proper disposal of the materials, all necessary coordination with PWC, and all necessary materials, labor, equipment, and incidentals to complete the work.

D-25 ABANDON & GROUT FILL EXISTING SEWER

A. Payment under this item shall include all necessary costs to grout fill the existing sewer mains to be abandoned. Work shall include all costs to plug the sewer mains at the manholes, hoses, pumps, fittings, grout, and all labor, materials, equipment, and incidentals necessary to complete the work. Grouting of the sewer mains shall occur after PWC has accepted the new sewer main and laterals.

D-26 ABANDON EXISTING MANHOLE

A. Abandonment of existing manholes shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. Payment under this item shall include all necessary costs to abandon existing manholes as indicated on the plans. Work shall include all costs to remove the manhole cone, excavation, backfill of the manhole with select material or flowable fill, dewatering, removal and disposal of unsuitable material off site, proper disposal of the abandoned manhole, compaction, and all labor, materials, equipment, and incidentals necessary to complete the work. Abandonment of the existing manholes shall be completed after the sewer mains have been grout filled.

D-27 BORE AND JACK SEWER MAIN

A. Payment under this item shall include all necessary costs to install the casing and carrier pipe in accordance with the project requirements. Work shall include all costs for excavation, shoring, removal and disposal of excess unsuitable material off site, bedding material, horizontal and vertical controls, bore steering mechanisms, steel casing, casing spacers, concrete grouting and closures, installation of the restrained joint ductile iron carrier pipe, backfill, compaction, and all labor, materials, equipment, and incidentals necessary to complete the work. The Contractor shall comply with all requirements for construction within the right-of-ways of the applicable permitting authority.

D-28 BORE AND JACK SEWER LATERALS

A. Payment under this item shall include all necessary costs to install the casing and carrier pipe in accordance with the project requirements measured by actual count, complete, in place and payment will be made at the applicable unit price bid as listed on the bid form. Work shall include all costs for excavation, shoring, removal and disposal of excess unsuitable material off site, bedding material, horizontal and vertical controls, bore steering mechanisms, steel casing, casing spacers, concrete grouting and closures, installation of the restrained joint ductile iron carrier pipe, backfill, compaction, and all labor, materials, equipment, installation of the lateral at the specified line and grade, and incidentals necessary to complete the work. Laterals will not be considered for payment until they are installed per PWC Standards.

D-29 FURNISH AND INSTALL CAM-LOCK RING & COVER

A. Payment under this item shall include all costs necessary to furnish and install cam-lock ring and

cover on an existing manhole. Measurement shall be based on the actual number installed. Payment shall be made at the contract unit price per each. The unit price shall include removal and disposal of the existing ring and cover, any existing grade rings or masonry adjustment, any necessary excavation to remove and/or install the ring and cover or any manhole sections, preparation of the concrete surface as required, installation of the ring and cover shall be in accordance with PWC standard details, clean-up and proper disposal of all debris and excess material and all labor, materials, tools, and equipment necessary to complete the work.

D-30 RESTRAINED JOINT DUCTILE IRON SEWER MAIN IN CASING (OPEN CUT)

A. Payment under this item shall include all necessary costs to install the specified casing and carrier pipe using open cut method in accordance with the project requirements. Payment per linear foot shall be made at the applicable unit price as indicated on the Bid Form. Work shall include all costs for excavation, shoring, saw-cutting and removal of pavement, removal and disposal of excess unsuitable material off site, bedding material, steel casing, casing spacers, concrete grouting and closures, installation of the restrained joint ductile iron carrier pipe, backfill, compaction, and all labor, materials, equipment, and incidentals necessary to complete the work. The Contractor shall comply with all requirements for construction within the right-of-ways of the applicable permitting authority.

D-31 FURNISH AND INSTALL TEMPORARY MANHOLE

A. Payment under this item shall include all costs necessary to furnish and install any temporary manholes as specified on the plans. Payment shall be made at the applicable unit prices for each size and pay depth as indicated on the Bid Form. Work shall include all costs for excavation, backfill, removal and disposal of unsuitable material off-site, linings, inverts, pipe slides, dewatering, compaction, cutting and removal of pavement, proper disposal of waste, stone bedding, installation of the manhole in accordance with PWC standards, installation of the specified frame and cover, concrete collar, and all labor, materials, equipment and incidentals necessary to complete the work. Work shall also include all costs necessary to maintain sanitary sewer service during construction to include, but not limited to, maintenance of the manhole and laterals, pumping, hauling and proper disposal of waste for the duration of use of the temporary manhole.

**DIVISION 1
GENERAL REQUIREMENTS**

01300 SUBMITTALS

GENERAL

This section specifies the means of all submittals. All submittals shall be submitted to the Fayetteville Public Works Commission. A general summary of the types of submittals and the number of copies required is as follows:

<u>Copies to PWC</u>	<u>Type of Submittal</u>
5	Administrative Submittals
3	Construction Schedule
5	Shop Drawings
5	Product Samples
1	Preconstruction Video
5	Project Sign Sketch
5	Certificates of Compliance
5	Warranties

SUBMITTAL PROCEDURES

Transmit each submittal with a form acceptable to the Fayetteville Public Works Commission, clearly identifying the project, the Contractor, the enclosed material and other pertinent information specified in other parts of this section. The Contractor shall specifically identify variations from the Contract Documents and/or any Product or system limitations which may be detrimental to successful performance of the completed Work.

The Contractor shall revise and resubmit submittals as required, identify all changes made since previous submittals. Re-submittals shall be noted as such and shall direct attention to the revisions made. Re-submittals shall be handled in the same manner as the first submittal.

The Contractor shall distribute copies of reviewed submittals to concerned parties, with instructions to the party to promptly report any inability to comply with provisions.

ADMINISTRATIVE SUBMITTALS

All administrative submittals shall be prepared and submitted in accordance with the Submittal Checklist provided in these Contract Documents. All Preconstruction Administrative submittals must be submitted and approved prior to the release of Contractor's first Application for Payment. Construction Administrative Submittals must

be submitted and approved prior to the release of monthly pay applications. Post Construction Administrative Submittals must be submitted and approved prior to the release of the Contractor's Final Application for Payment.

CONSTRUCTION SCHEDULE

The construction schedule shall be prepared and submitted in accordance with Specification Section 01310. Three (3) copies of the schedule showing the first forty-five (45) calendar days of the work shall be submitted within 10 calendar days after the date of the Notice to Proceed. Three (3) copies of the proposed construction schedule for the entire Contract duration shall be submitted within thirty (30) calendar days after the date of the Notice to Proceed.

The construction schedule shall be revised to reflect comments by the Fayetteville Public Works Commission and updated monthly, depicting progress to the last day of the month. Two (2) copies shall be submitted to the Project Engineer no later than the Monday prior to each Monthly Progress Meeting.

Changes to the schedule shall be accompanied by a letter of explanation with appropriate reference and revision date on the schedule.

SHOP DRAWINGS

The Contractor shall submit for review shop drawings for concrete reinforcement, structural details, materials fabricated especially for this Contract, and/or materials for which such Drawings are specified or specifically requested by the Fayetteville Public Works Commission.

Shop drawings shall show the principal dimensions, weight, structural and operating features, type and/or brand of finish or shop coat, grease fittings, etc., depending on the subject of the Drawings.

When so specified, or if considered by the Fayetteville Public Works Commission to be acceptable, the manufacturer's specifications, catalog data, descriptive matter, illustrations, etc. may be submitted for review in place of shop drawings. In such case, the requirements shall be as specified for shop drawings, insofar as applicable.

The Contractor shall be responsible for the prompt submittal of all shop drawings so that there shall be no delay to the Work due to the absence of such Drawings. The Fayetteville Public Works Commission will review and return the shop drawings within thirty (30) calendar days of receipt of such Drawings. Two (2) sets of the reviewed shop drawings will be returned to the Contractor by regular mail.

Project delays caused by failure to submit or rejection of submittals shall not be cause for additional compensation or Contract time extensions.

All shop drawings shall be submitted to the Fayetteville Public Works Commission through the Contractor. The Contractor is responsible for obtaining shop drawings from his subcontractors and returning reviewed Drawings to them. All shop drawings shall be prepared on standard size, 24-inch by 36-inch sheets, or smaller. All Drawings shall be clearly marked with the name of the project, Fayetteville Public Works Commission, Contractor, and pay item to which the drawing applies. Drawings shall be suitably numbered and stamped by the Contractor. Each shipment of Drawings shall be accompanied by a letter of transmittal giving a list of the drawing numbers and the names mentioned above.

PRODUCT DATA

Where manufacturer's publications in the form of catalogs, brochures, illustrations, or other data sheets are submitted in lieu of prepared shop drawings, such submission shall specifically indicate the particular item offered. Identification of such items and relative pertinent information shall be made with indelible ink. Submissions showing only general information will not be accepted.

Product data shall include materials of construction, dimensions, performance characteristics and capacities, etc.

SAMPLE WARRANTIES

When warranties are called for, a sample of the warranty shall be submitted with the shop drawings. The sample warranty shall be the same form that will be used for the actual warranty.

WORK PRIOR TO REVIEW

No material or equipment shall be purchased, fabricated especially for this Contract, or delivered to the project site until the required shop drawings have been submitted, processed and marked either "APPROVED" or "APPROVED AS NOTED". All materials and Work involved in the construction shall be as represented by said Drawings.

The Contractor shall not proceed with any portion of the Work for which the design and details are dependent upon the design and details of equipment for which submittal review has not been completed.

Only submittals which have been checked and corrected should be submitted to the Contractor by his subcontractors and vendors. Prior to submitting shop drawings to the Fayetteville Public Works Commission, the Contractor shall check thoroughly all such Drawings to verify that the subject matter conforms to the Contract Documents in all respects. Drawings which are correct shall be signed and dated by the Contractor's representative checking the submittal and shall include the following statement: "This shop drawing has been reviewed and approved with respect to means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto. The Contractor also warrants that this shop drawing complies with the Contract Documents and comprises no variation thereto." Once correct, they shall be submitted to the Project Engineer for Review. Drawings submitted without this statement shall be returned to the Contractor un-reviewed.

The review of shop drawings will be general and shall not relieve the Contractor of the responsibility for details of design, dimensions, etc., necessary for proper fitting and construction of the Work required by the Contract Documents and for achieving the specified performance.

For submissions containing departures from the Contract Documents, the Contractor shall include proper explanation in his letter of transmittal. Should the Contractor submit for review equipment that requires modifications to the structures, piping, layout, etc. detailed on the Drawings, he shall also submit for review details of the proposed modifications. If such equipment and modifications are accepted, the Contractor, at no additional cost to the Fayetteville Public Works Commission, shall do all Work necessary to make such modifications.

SUBSTITUTIONS

Whenever a particular brand or make of material, equipment, or other item is specified, or is indicated in these Contract Documents, it is for the purpose of establishing a standard of quality, design, and type desired and to supplement the detailed specifications. Any other brand or make which, in the opinion of the Fayetteville Public

Works Commission, is equivalent to that specified or indicated may be offered as a substitute subject to the following provisions:

- a. Contractor shall submit for each proposed substitution sufficient details, complete descriptive literature, and performance data together with samples of the materials, where feasible, to enable the Fayetteville Public Works Commission to determine if the proposed substitution is equal.
- b. Contractor shall submit certified tests, where applicable, by an independent laboratory attesting that the proposed substitution is equal.
- c. A list of installations, to include the owner's name and phone number, where the proposed substitution is equal.
- d. Where the acceptance of a substitution requires revision or redesign of any part of the Work, all such revision and redesign, and all new Drawings and details required therefore, shall be provided by the Contractor at his own cost and expense, and shall be subject to review of the Fayetteville Public Works Commission.
- e. In all cases the Fayetteville Public Works Commission shall be the sole judge as to whether a proposed substitution is to be accepted. The Contractor shall abide by the Fayetteville Public Works Commission's decision when proposed substitute items are judged to be unacceptable and shall in such instances furnish the item, or substitute, as specified. No substitute items shall be used in the Work without written acceptance of the Fayetteville Public Works Commission. The Fayetteville Public Works Commission reserves the right to reject any proposed changes and/or substitutions at their sole discretion, and is under no obligation to justify the decision.
- f. Acceptance of any proposed substitution shall in no way release the Contractor from any of the provisions of the Contract Documents.

Each submittal shall be complete in all aspects incorporating all information and data required to evaluate the products' compliance with the Contract Documents. Partial or incomplete submissions shall be returned to the Contractor without review.

Shop Drawing Distribution: The Contractor shall submit a minimum of five (5) copies of all shop drawings to the Fayetteville Public Works Commission for review. Shop drawings will be reviewed, stamped and distributed with the appropriate box checked either "APPROVED", "APPROVED AS NOTED", "NOT APPROVED" or "REVISE AND RESUBMIT". The Fayetteville Public Works Commission shall return three (3) copies to the Contractor and retain two (2) copies.

If the Contractor requires additional copies of returned shop drawings, he shall include extra Drawings in his original submittal. The Fayetteville Public Works Commission will process the Drawings and return them to the Contractor.

PRODUCT SAMPLES

Contractor shall furnish for review all product samples as required by the Contract Documents or requested by the Fayetteville Public Works Commission to determine compliance with the specifications.

Samples shall be of sufficient size or quantity to clearly illustrate the quality, type, range of color, finish or texture and shall be properly labeled to show complete project identification, the nature of the material, trade name of manufacturer and location of the Work where the material represented by the sample will be used.

Samples shall be checked by the Contractor for conformance to the Contract Documents before being submitted to the Fayetteville Public Works Commission and shall bear the Contractor's stamp certifying that they have been so checked. Transportation charges on samples submitted to the Fayetteville Public Works Commission shall be prepaid by the Contractor.

Fayetteville Public Works Commission's review will be for compliance with the Contract Documents, and comments will be transmitted to the Contractor with reasonable promptness.

Acceptable samples will establish the standards by which the completed Work will be judged.

PRECONSTRUCTION VIDEO

The Contractor shall document pre-existing conditions on the project site in accordance with these Contract Documents. This shall be done prior to Work beginning in the area. **The video shall be submitted to the Project Engineer before the first payment application can be released.**

PROJECT SIGN SKETCH

Prior to first application for payment, Contractor shall erect the specified number of project signs consisting of 4 feet – 0 inch by 8 feet – 0 inch by ¾ inch exterior grade plywood and hardwood edging on all four edges. The signs shall be mounted on two 4 inch by 4 inch wood posts. Posts shall be 6 feet – 0 inch on centers, and the center of the sign shall be located midway between posts. Top of sign shall be 6 feet – 0 inch above ground, and posts shall extend 2 feet – 0 inch below ground level (or deeper if required to ensure stability). The plywood shall be painted white, front and back. Hardwood edging and posts shall be painted black. All lettering shall be black and wording on the signs shall be as follows:

FAYETTEVILLE PUBLIC WORKS COMMISSION	
ANNEXATION V – PROJECT #	
PROJECT NAME	
ENGINEERING FIRM (or)	NAME OF GENERAL CONTRACTOR
NAME OF FIRM	GENERAL CONTRACTOR
(Depending on the firm)	
ANNEXATION INFORMATION	FAYETTEVILLE PUBLIC WORKS COMMISSION
HOTLINE 910-483-1382	PROJECT ENGINEER

The project sign(s) shall meet requirements of all local codes and ordinances. The Contractor shall submit a simple sketch to the Project Engineer for approval prior to ordering or erecting the sign. The submitted sketch shall show heights and spacing of lettering.

RECORD DRAWINGS

Upon completion of the Work, the Contractor shall provide two complete sets of drawings recording all changes to the work to indicate actual installation. Changes shall be noted in legible red letters. These changes shall include but are not limited to the following:

- 1) Change in lateral location
- 2) Change in pipe material
- 3) Change in manhole location
- 4) Location of ductile iron installed on existing AC water mains
- 5) Size, depth, and installed elevations of mains, laterals, force mains, and manholes

6) Location of valves, blow-offs, and other appurtenances

Completion of the Contractor's record drawings is a specific contract requirement, and final payment will not be made until these drawings and project manual (as required) have been submitted to and approved by the Project Engineer.

CERTIFICATES OF COMPLIANCE

Copies of certificates of compliance and test reports shall be submitted for requested items to the Fayetteville Public Works Commission prior to request for payment.

WARRANTIES

Original warranties, called for in the Contract Documents, shall be submitted to the Fayetteville Public Works Commission. When warranties are required for an item, warranty shall be submitted prior to request for payment of that item.

When warranties are requested, a sample of the warranty to be provided shall be submitted with, and considered part of, the shop drawings.

The Contractor shall warrant to the Fayetteville Public Works Commission that all material and labor used in the construction are covered by his warrantee for a minimum of a one (1) year period (unless otherwise noted in these Contract Documents) upon approval and acceptance by the Fayetteville Public Works Commission. The Contractor shall replace or repair defects at no cost to the Fayetteville Public Works Commission during the warrantee period. No visible or potential leakage shall be allowed during the warrantee period.

SCHEDULE OF SHOP DRAWING SUBMISSIONS

Project: FAYETTEVILLE ANNEXATION PHASE V

Engineer: _____

Owner: Fayetteville Public Works Commission

Contractor: _____

Submittal ID Number	Item	Expected Submit Date	Required by Date	Submitted to Project Engineer	Submitted to PWC/City	Returned to Project Engineer	Returned to Contractor	Status	Remarks
GC-01	Schedule of shop drawing submissions								
GC-02	Project Sign Sketch								
GC-03	Schedule of Labor & Equipment Rates								
GC-04	Sample Property Owner Agreement								
GC-05	Executed Property Owner Agreement								
GC-06	Sample Dump Releases(s)								
GC-07	Executed Dump Release(s)								
GC-08	Emergency Response Personnel								
GC-09	Preliminary 45-day Schedule								
GC-10	CPM Construction Schedule								
GC-11	Competent Person List								
GC-12	Pre-Construction Video								
GC-13	List of Subcontractor and Proposed work with Qualifications								
GC-14	City of Fayetteville Traffic Control Plan								
GC-15	NCDOT Traffic Control Plan								
GC-20	Contractor Certified Payrolls (To be submitted weekly)								
GC-30	Monthly Schedule Updates								
GC-40	MWBE Documentation for Contract Payments								
GC-100	One set of As-builts								
GC-101	O&M Manuals (IF APPLICABLE)								
GC-102	Consent of Surety								

SCHEDULE OF SHOP DRAWING SUBMISSIONS

Project: FAYETTEVILLE ANNEXATION PHASE V

Engineer: _____

Owner: Fayetteville Public Works Commission

Contractor: _____

Submittal ID Number	Item	Expected Submit Date	Required by Date	Submitted to Project Engineer	Submitted to PWC/City	Returned to Project Engineer	Returned to Contractor	Status	Remarks
GC-103	Insurance Certificates								
GC-104	List of Manufacturers & Suppliers								
GC-105	Compliance with Davis Bacon Rates								
GC-106	Statement of Payment of Taxes								
GC-107	Affidavit of Payments of Debts & Claims								
GC-108	Affidavit of Release of Liens								
02210-01	Select Backfill / Borrow								
02272-01	Erosion Control Matting								
02301-01	Casing Pipe								
02301-02	Grouting Procedure								
02301-03	Carrier Pipe (if different from carrier pipe listed below)								
02500-01	Aggregate Base Course								
02500-02	Incidental Stone Base								
02500-03	Tack Coat								
02500-04	Type I.19 Asphalt Mix								
02500-05	Type S-9.5 Asphalt Mix								
02660-01	PVC C-900								
02660-02	MJ DIP Fittings								
02660-03	DIP								
02660-04	MJ Restraining Glands								
02660-05	MJ Gate Valve								
02660-06	CI Valve Box								
02660-07	Concrete Valve Box Protector Ring								
02660-08	Fire Hydrant								

SCHEDULE OF SHOP DRAWING SUBMISSIONS

Project: FAYETTEVILLE ANNEXATION PHASE V

Engineer: _____

Owner: Fayetteville Public Works Commission

Contractor: _____

Submittal ID Number	Item	Expected Submit Date	Required by Date	Submitted to Project Engineer	Submitted to PWC/City	Returned to Project Engineer	Returned to Contractor	Status	Remarks
02660-09	Tapping Sleeve								
02660-10	Tapping Valve								
02660-11	Structural Steel								
02660-12	Bolts								
02660-13	Welding Electrodes								
02660-14	Shop Drawings								
02660-15	Chlorinating Materials								
02660-16	Pipe Soap Solution								
02662-01	Fire Hydrant Paint								
02662-02	Fire Hydrant Paint Colors								
02630-01	RCP Storm Pipe								
02630-02	Storm Drain Structures								
02630-03	Storm Drain Castings, Frames, Grate & Hoods								
02730-01	PVC Sewer Pipe								
02730-02	PVC Sewer Pipe Fittings								
02730-03	DIP Sewer Pipe								
02730-04	DIP Fittings								
02730-05	Precast Manholes								
02730-06	Butyl Sealant								
02730-07	External Joint Wrap								
02730-08	Manhole Step								
02730-09	MH Ring & Cover								
02730-10	4" Flexible Coupling, PVC - C/O								
02730-11	4" Clean out Assembly								
02730-12	MH Boot								
02730-13	Strap and Anchor material for Drop Structures								
02730-14	Air Release Valves								
02730-15	Forcemains								

SCHEDULE OF SHOP DRAWING SUBMISSIONS

Project: FAYETTEVILLE ANNEXATION PHASE V

Engineer: _____

Owner: Fayetteville Public Works Commission

Contractor: _____

Submittal ID Number	Item	Expected Submit Date	Required by Date	Submitted to Project Engineer	Submitted to PWC/City	Returned to Project Engineer	Returned to Contractor	Status	Remarks
02730-16	Lift Station Electrical Contractor								
02730-17	Lift Station Generator								
02730-18	Lift Station SCADA								
02730-19	Lift Station Electrical								
02730-20	Lift Station Control Panel								
02730-21	Lift Station Vaults								
02730-22	Lift Station Piping								
02730-23	Lift Station Wet Wells								
02730-24	Lift Station Floats								
02931-01	Sod								
02931-02	Fertilizer								
02933-01	Seed								
02933-02	Fertilizer								
03300-01	Concrete Mix Design								
03300-02	Reinforcing Bars								
03300-03	Welded Wire Mesh								
03300-04	Metal Forms								
03300-05	Form Release Oil								
03300-06	Expansion Joint Filler								
03300-07	Curing Compound								
03300-08	Brick								
03300-09	Concrete Masonry Units								
03300-10	Cement Mortar								
03300-11	Strength Tests								
09802-01	Ceramic Epoxy Lining Material								

DIVISION I

GENERAL REQUIREMENTS

CONSTRUCTION SCHEDULE

PART 1 GENERAL

1.01 WORK INCLUDED:

- A. This section specifies requirements and procedures in preparing and updating construction schedules and reports for planning, coordinating, executing and monitoring the progress of the work. The construction work shall be scheduled to be completed within the specified duration of the Contract.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Special Provisions
- B. General Conditions
- C. Submittals

1.03 SCHEDULING RESPONSIBILITIES

- A. The construction schedule will be used to monitor job progress. The Contractor will be responsible for providing all information concerning the sequencing, logic and durations of planned activities. The Contractor will be responsible for providing monthly update information on logic changes, percent complete, actual start and finish dates and duration changes. The Contractor will be required to produce the monthly, computerized printout of the schedule updates.
- B. Assembling the initial schedule in hand drawn or computer-generated (preferred) form is the responsibility of the Contractor.
- C. It should be clearly understood that the initial schedule and all update information must be provided by the Contractor and that this information is a representation of the best efforts of the Contractor and his subcontractors as to how they envision the work to be accomplished. Similarly, all progress information to be provided by and through the Contractor must be an accurate representation of his or his subcontractors' or suppliers' actual performance. The schedule shall at all times remain an accurate reflection of the Contractor's actual or projected sequencing of the work. Once accepted, adherence to the schedule shall be obligatory upon the Contractor and his subcontractor for the work under this Contract. Owner may require the Contractor to revise the schedule if, in the Project Engineer's judgment, the schedule does not accurately reflect the actual extension of the work, or is in violation of any provision of the Contract Documents. The Contractor shall provide the necessary information required to revise the schedule as often as is necessary during the course of performance of the work without additional cost to the Owner.

1.04 PROGRESS OF WORK

- A. The work shall be started on the date indicated in the Notice to Proceed and shall be executed with such progress as may be required to prevent delay to other contractors or to the general completion of this project. The Contractor shall at all times, schedule and direct his work so that it provides an orderly progression of the work to completion within the specified Contract Time. The Contractor

shall account for traffic control requirements, access of citizens within the work area and the requirements for timely restoration.

- B. The Contractor agrees that, whenever it becomes apparent from the current monthly schedule update that delays to the planned progress of work have resulted and these delays are through no fault of the Owner and hence, the Contract completion date will not be met, or when so directed by the Project Engineer, he will prepare a recovery schedule outlining steps to recover time and to complete the project on schedule.
- C. The Contractor shall submit for review a written statement of the steps he intends to take, to remove or arrest the delay to the schedule. The Contractor shall promptly provide such level of effort at no additional cost to the Owner. In addition, should schedule delays persist; the Contractor's surety will be asked to attend a schedule update meeting.
- D. Failure of the Contractor to comply with the requirements of this provision shall subject him to, at the Owner's sole discretion, withholding, in partial or in total, payments otherwise due the Contractor for work due under this Contract. The Contractor agrees that any withholding of monies is not a penalty for noncompliance, but is an assurance for the Owner that funds will be available to implement these requirements should the Contractor fail to do so, since failure of the Contractor to comply with these requirements shall mean that the Contractor failed to execute the work with such diligence as to ensure its completion within the time for completion.

PART 2 CONSTRUCTION SCHEDULE

2.01 SCHEDULE REQUIREMENTS

- A. The schedule shall show the order and interdependence of activities and the sequence in which the work is to be accomplished as planned by the Contractor. The schedule shall show how the start date of a given activity is dependent on the completion date of preceding activities how its completion restricts the start of succeeding activities. A time scaled precedence format will be followed. The schedule shall indicate the start date, completion date, and duration (in days), of each activity.
- B. The Schedule Activities shall be developed into two major groups:
 - 1. Construction Activities - Construction activities will be physical work activities that describe how the job will be constructed. Work shall include planned restoration and paving.
 - 2. Post Construction Testing, Start-up, Training and Close-out - Activities for this group shall include all work required satisfying appropriate specification requirements sections and meeting the requirements of final completion. There are at least three (3) mandatory activities: Punch list, Final Walkthrough and Project Complete.
- C. The Contractor shall break the work into activity durations of one to twenty (1 to 20) working days each, except for non-construction activities (such as procurement of materials and delivery of equipment) and other activities that may require longer durations. To the extent feasible, activities related to a specific physical or geographic area of the project should be grouped on the schedule for ease of understanding and simplification. The selection and number of activities shall be subject to the review of the Project Engineer.
- D. Each activity on the schedule shall have indicated for it the following:

1. Construction activities will be divided by easily recognizable division points such as stationing or street names, area of work, etc.
 2. A brief description of the activity will be included. If this description is not definitive, a separate listing of each activity and a descriptive narrative may be required.
 3. Where the contractor intends to perform work concurrently, a resource or crew identifier will be assigned to the activity to indicate parallel paths.
 4. Established PWC holidays and other non-work days will be excluded from the schedule.
- E. Failure to include on the schedule any element of work required for the performance of this Contract shall not excuse the Contractor from completing all work required within the applicable Contract Time.
- F. A schedule which shows a completion of any portion of the construction work prior to the Contract Time dates may be accepted but in no event shall be acceptable as a basis for a claim for any delay against the Owner by the Contractor.

PART 3 SCHEDULE OF SUBMITTALS

3.01 SCHEDULE IMPLEMENTATION

- A. Within ten (10) calendar days after the Notice to Proceed, the Contractor shall submit up to three (3) prints of a schedule showing the first forty-five (45) calendar days of the work. The Contractor will revise and resubmit the forty-five (45) day schedule until it is acceptable.
- B. Within (30) calendar days after the Notice to Proceed, the Contractor shall submit three (3) copies of their proposed construction schedule for the entire Contract duration.
- C. The Contractor may submit a schedule on disk in a format wholly compatible with Microsoft Project. Submission of an electronic schedule does not preclude any other of the aforementioned individual activity requirements.
- D. If a review of the submitted schedule indicates a work plan that will not complete the work within the Contract time, it shall be the responsibility of the Contractor to revise the schedule as required and resubmit it until it is acceptable. Failure by the Contractor to submit an acceptable schedule may, at the Owner's sole discretion, be cause for the withholding of any partial payment(s) otherwise due under the Contract.
- E. Acceptance of the schedule shall not constitute a representation by the Owner that the work can be completed as shown on the schedule.

3.02 SCHEDULE UPDATES

- A. The Contractor shall submit a Schedule Update on the Monday prior to the monthly progress meeting, (or as directed by the Project Engineer), to allow the Project Engineer to review the schedule. The schedule shall be up-to-date as of the previous Friday or as directed by the Project Engineer. Actual progress of the previous month shall be recorded and future activities will be reviewed. The duration of activities and their logical connections may be revised as needed. Decisions made at these meetings and agreed to by all parties are binding with the exception that

no contractual completion dates will be modified without formal written requests and acceptance as specified in the Contract Documents. The Contractor must provide the following information for each update at a minimum:

1. Actual start and finish dates for all completed activities.
2. Actual start dates for all started but incomplete activities including remaining durations and/or percent completes.
3. Revisions in the logic, critical path or resource assigned to an activity that would affect the anticipated early start of all activities not yet started.
4. Any approved extension of Contract time shall be included in the next monthly updating of the schedule.

B. Provide a Monthly Progress Status Report that provides the following items:

1. Summarized revisions made to the Construction Schedule since the previous submittal.
2. Work anticipated to be started during the next period, including those activities already in progress.
3. Problem areas, anticipated delays, and the impact on the schedule.
4. Corrective action.
5. The effect of changes on schedules of other prime Contractors in adjacent work areas.

C. Failure to provide update information listed above, or failure to attend progress meetings may result in the Owner withholding partial payments.

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

01400 QUALITY CONTROL

QUALITY ASSURANCE

Quality: All materials shall be new and correctly designed, and shall conform to the requirements outlined in these Contract Documents. They shall be standard first-grade quality produced by expert workmen and be intended for the use for which they are offered. Materials which, in the opinion of the Fayetteville Public Works Commission, are inferior or of a lower grade than indicated, specified, or required will not be acceptable.

Source Limitations: To the greatest extent possible for each unit of Work, the Contractor shall provide products, materials, or equipment from a single manufacturer.

Compatibility of Options: If the Contractor cannot obtain all necessary products, materials, and/or equipment from a single manufacturer, the Contractor shall submit compatible products, materials, and/or equipment to the Fayetteville Public Works Commission for review and approval. Once the Fayetteville Public Works Commission has issued approval of the proposed products, materials, and/or equipment, the Contractor shall only utilize that manufacturer's products, materials, and/or equipment, unless otherwise approved in writing by the Fayetteville Public Works Commission.

QUALITY CONTROL

Quality control is the sole responsibility of the Contractor and shall include the activities of his Subcontractors and all suppliers as required.

TESTING SERVICES

The Contractor shall cooperate with the Fayetteville Public Works Commission's Consultant performing required testing and provide equipment, access, or other means required at no additional expense to the Fayetteville Public Works Commission. The Contractor shall be responsible for coordinating testing with the PWC Project Coordinator. The Contractor shall be responsible for all costs incurred by the Fayetteville Public Works Commission's Consultant when scheduled testing cannot be performed.

The Fayetteville Public Works Commission shall employ and pay for the services of an independent laboratory for specified testing as outlined in these Contract Documents, with the following exceptions:

- If Laws and Regulations of any public body having jurisdiction specifically require any part of the Work to be tested, inspected, or approved by an employee or other representative of that public body, the Contractor shall be responsible for arranging and obtaining such inspections and/or approvals. The Contractor shall bear all costs associated with the required testing, inspections, and/or approvals, and shall furnish the Fayetteville Public Works Commission all required documentation that the required testing, inspection, and/or approvals have been obtained.

- If any part of the Work is found to be defective and not in compliance with the Contract Documents, the Contractor shall be responsible for all subsequent testing necessary to prove that the Work has been brought into compliance. Any necessary testing to ensure compliance shall be directed by the PWC Project Coordinator and/or PWC Project Engineer.
- When scheduled testing by the Fayetteville Public Works Commission's Consultant cannot be performed.
- Arranging and obtaining any required inspections, testing, or approvals required in connection with the Fayetteville Public Works Commission's acceptance of a material supplier, or equipment proposed to be incorporated into the Work, or materials, mix designs, etc. submitted for approval prior to purchase for incorporation into the Work. All inspections, tests, and approvals shall be performed by organizations acceptable to the Fayetteville Public Works Commission.

PRODUCT EVALUATION

Testing shall be accomplished as deemed necessary by the Fayetteville Public Works Commission to ensure that the products conform to the requirements of the Contract Documents.

The work or actions of the testing laboratory shall in no way relieve the Contractor of his obligations under the Contract. The laboratory testing work will include such inspections and testing required by the Contract Documents, existing laws, codes, ordinances, etc. The testing laboratory will have no authority to change the requirements of the Contract Documents, nor perform, accept or approve any of the Contractor's Work.

The Contractor shall allow the Fayetteville Public Works Commission ample time and opportunity for evaluation and testing materials to be used in the Work. The Contractor shall advise the Fayetteville Public Works Commission promptly upon placing orders for materials so that arrangements may be made, if desired, for evaluation before shipment from the place of manufacture. The Contractor shall at all times furnish the Fayetteville Public Works Commission and his representatives, facilities including labor, and allow proper time for evaluation and testing materials, and workmanship. The Contractor must anticipate that possible delays may occur due to the necessity of materials being inspected and accepted for use. The Contractor shall furnish, at his own expense, all samples of materials required by the Fayetteville Public Works Commission for testing, and shall make his own arrangements for providing water, electric power, or fuel for the various evaluation and tests of structures and materials.

The Fayetteville Public Works Commission will bear the cost of all tests, evaluation, or investigations undertaken by the order of the PWC Project Engineer for the purpose of determining conformance with the Contract Documents if such tests, evaluation, or investigations are not specifically required by the Contract Documents, and if conformance is ascertained thereby. Whenever nonconformance is determined by the Fayetteville Public Works Commission as a result of such tests, evaluation, or investigations, the Contractor shall bear the full cost of any additional tests, evaluations and investigations, which are ordered by the Fayetteville Public Works Commission to ascertain subsequent conformance with the Contract Documents.

EVALUATION AT PLACE OF MANUFACTURE

Unless otherwise specified, all products and materials shall be subject to evaluation by the Fayetteville Public Works Commission at the place of manufacture.

The presence of the Fayetteville Public Works Commission at the place of manufacture however, shall not relieve the Contractor of the responsibility for furnishing products, materials, and equipment which comply with all

requirements of the Contract Documents. Compliance is a duty of the Contractor, and said duty shall not be avoided by any act or omission on the part of the Fayetteville Public Works Commission.

SAMPLING AND TESTING

Unless otherwise specified, all sampling and testing shall be in accordance with the methods prescribed in the current standards of the ASTM, as applicable to the class and nature of the article or materials considered. However, the Fayetteville Public Works Commission reserves the right to use any generally-accepted system of sampling and testing which will ensure that the quality of the workmanship is in full accord with the Contract Documents.

Any waiver by the Fayetteville Public Works Commission of any specific testing or other quality assurance measures shall not be construed as a waiver of any requirements of the Contract Documents. The Fayetteville Public Works Commission may require a guarantee of substantial performance and/or a performance bond to ensure any necessary corrective or remedial Work, should a waiver be granted.

The Fayetteville Public Works Commission reserves the right to make independent investigations and tests. Failure of any portion of the Work to meet any of the requirements of the Contract Documents, shall be reasonable cause for the Fayetteville Public Works Commission to require the removal or correction and reconstruction of any such work in accordance with the Contract Documents. In addition to any other evaluation, observation or quality assurance provisions that may be specified, the Fayetteville Public Works Commission shall have the right to independently select, test, and analyze, at their expense, additional test specimens or any or all of the materials to be used. Results of such tests and analyses shall be considered along with the tests or analyses made by the Contractor to determine compliance with the applicable specifications for the materials so tested or analyzed. The Contractor shall be responsible for all costs of removal, correction, and reconstruction or repair of any such Work that fails to meet the requirements of the Contract Documents.

SITE INVESTIGATION AND CONTROL

The Contractor shall verify all dimensions in the field and shall check field conditions continuously during construction. The Contractor shall be solely responsible for any inaccuracies built into the Work due to their failure to comply with this requirement.

The Contractor shall inspect related and appurtenant Work and shall report in writing to the Fayetteville Public Works Commission any conditions which will prevent proper completion of the Work. Failure to report any such conditions shall constitute acceptance of all site conditions, and any required removal, repair, or replacement caused by unsuitable conditions shall be performed by the Contractor at their sole cost and expense.

RIGHT OF REJECTION

The Fayetteville Public Works Commission shall have the right, at all times, to reject any articles or materials to be furnished hereunder which, in any respect, fail to meet the requirements of the Contract Documents, regardless of whether the defects in such articles or materials are detected at the point of manufacture or after completion of the Work. If the Fayetteville Public Works Commission, through an oversight or otherwise, has accepted materials or Work which is defective or which is contrary to the Contract Documents, such materials, no matter in what stage or condition of manufacture, delivery, or erection, may be subsequently rejected by the Fayetteville Public Works Commission.

The Contractor shall promptly remove rejected articles or materials from the Work after notification of rejection. All costs of removal and replacement of rejected articles or materials as specified herein shall be borne by the Contractor.

WATERTIGHTNESS OF STRUCTURES

It is the intent of these Contract Documents that all Work shall be performed as required by quality construction to ensure proper sealing so that groundwater and/or rainwater will not leak into any repaired collection line, service lateral, or manhole.

The Contractor shall provide at its own expense all labor, material, temporary bulkheads, pumps, water, measuring devices, etc., necessary to perform the required tests.

HYDRAULIC UPLIFT ON STRUCTURES

The Contractor shall be completely responsible for any pipelines or manholes that may become buoyant before the Work is completed and accepted. The Contractor shall take all necessary steps to prevent any structures from becoming buoyant. Damage to any structures due to floating or flooding shall be repaired or replaced at the Contractor's expense.

TIME OF OBSERVATION AND TESTS

Samples and test specimens required under these Contract Documents shall be furnished and prepared for testing in ample time for the completion of the necessary tests and analyses before said articles or materials are to be used. The Contractor shall furnish and prepare all required test specimens within the scope of the Contract. Except as otherwise provided in the Contract Documents, the performance and cost of the required tests will be the responsibility of the Fayetteville Public Works Commission. However, the costs of any test which shows unsatisfactory results shall be borne by the Contractor. Whenever the Contractor is ready to backfill, bury, cast in concrete, or otherwise cover any Work under the Contract, the Fayetteville Public Works Commission shall be notified not less than twenty-four hours in advance to request inspection before beginning any such Work of covering. Failure of the Contractor to notify the Fayetteville Public Works Commission a minimum of twenty-four hours in advance of any such inspections shall be cause for the Fayetteville Public Works Commission to order a delay in the Contractor's schedule to allow time for inspections. Any remedial or corrective Work required, and all costs of such delays, including its effect upon other portions of the Work, shall be borne by the Contractor.

*** END OF SECTION ***

**APPENDIX A-FEDERAL REGULATIONS
GOVERNING CONTRACT**

FEDERAL REGULATIONS GOVERNING CONTRACT

PROTEST PROCEDURES

Protests related to this procurement must be addressed to the Fayetteville Public Works Commission, 955 Old Wilmington Road, Fayetteville, NC 28301 and shall be received, in writing, within 5 calendar days of bid award. Responses will be supplied not later than (7) calendar days following receipt of said protest. A protester must exhaust all administrative remedies before pursuing a protest with the Federal grantor agency. Reviews of protests by the Federal grantor agency are limited to:

- (1) Violations of federal law or regulations and the standard of this section (violations of state or local law will be under the jurisdiction of state and local authorities) AND
- (2) Violations of the grantee's (PWC/City of Fayetteville) protest procedures for failure to review a complaint or protest. Protests received by the Federal grantor agency other than those specified above will be referred to the grantee.

LOBBYING

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

CLEAN AIR

42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Commission and understands and agrees that the Commission will, in turn, report each violation as required to assure notification to the appropriate Federal agency and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

The following access to records requirements apply to this Contract:

Where the Purchaser is not a State but a local government and is the Federal Recipient or a subgrantee of the Federal Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the Federal grantor agency, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the Federal grantor agency or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

Where any Purchaser which is the Federal grant recipient or a subgrantee of the Federal grant recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Federal grantor agency and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the Federal grantor agency, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits; therefore, only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** – The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the City may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees** - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity** - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1E

The preceding provisions include, in part, certain Standard Terms and Conditions required by the Federal Government, whether or not expressly set forth in the preceding contract provisions. Anything to the contrary herein notwithstanding, all Federally mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Grantor or Commission requests which would cause the Contractor to be in violation of the federal terms and conditions.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29
Executive Order 12549

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

FEDERAL CHANGES

49 CFR Part 18

Contractor shall at all times comply with all applicable Federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Commission and the Federal grantor agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federal assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements the Federal grantor agency may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements the Federal grantor agency may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements the Federal grantor agency may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements the Federal grantor agency may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance, modified only if necessary to identify the affected parties.

VALUE ENGINEERING CHANGE PROPOSALS (POST AWARD)

Contractors are hereby notified that value engineering will be used to pursue reasonable opportunities for cost reductions during project construction. Contractors are encouraged to develop, prepare and submit value engineering change proposals voluntarily.

TERMINATION FOR CAUSE AND CONVENIENCE

The performance of the work under this contract may be terminated by the Fayetteville Public Works Commission/City of Fayetteville in accordance with this clause in whole, or from time to time, or in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the procuring agency. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

After receipt of a notice of termination and except otherwise directed by the Contracting Officer, the Contractor shall: stop work under the contract on the date and to the extent specified in the notice of termination; place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated; terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; assign to the procuring agency in the manner, at the time, and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the procuring agency shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause; transfer title to the Procuring Agency and deliver in the manner, at the times, and to the extent, if any, directed by the Contracting Officer the fabricated or un-fabricated parts, work in process, completed work, supplies, connections, and other material produced as a part of, or acquired in connection with the performance of, the work terminated, and completed or partially completed plans, drawings, information and other property which, if the contract had been completed, would have been required to be furnished to the Procuring Agency; use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the Contracting Officer, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchases, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the Contracting Officer, and provided further, that the proceeds of any such

transfer or dispositions shall be applied in reduction of any payments to be made by the Procuring Agency to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Contracting Officer may direct; complete performance of such part of the work as shall not have been terminated by the notice of termination; and take such action as may be necessary, or as the Contracting Officer may direct, for the protection or preservation of the property related to this contract which is in the possession of the Contractor and in which the Procuring Agency has or may acquire an interest.

Settlement of claims by the Contractor under this termination for convenience clause shall be in accordance with the provisions set forth in Federal Procurement Regulations (FPR) 1-8, 701(c), (d), (e), (f), (g), (h), (i), (j) and (k), except that wherever the word "government" appears it shall be deleted and the word "Procuring Agency" shall be substituted in lieu thereof.

CONTRACT WORK HOURS AND SAFETY STANDARDS

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)

49 CFR Part 661

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in Federally funded projects are produced in the United States, unless a waiver has been granted by the Federal grantor agency or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the Federal recipient the appropriate Buy America certification (below) with all bids or offers on federally funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

ENERGY CONSERVATION REQUIREMENTS

**42 U.S.C. 6321 et seq.
49 CFR Part 18**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Commission and understands and agrees that the Commission will, in turn, report each violation as required to assure notification to the appropriate federal agency and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

RECYCLED PRODUCTS

**42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873**

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

BONDING REQUIREMENTS

For Bonding requirements, refer to the Commission's bonding requirements for bid guaranty, performance bond and payment bond, including the required bond forms, found in the contract bid documents.

COMPLIANCE WITH FEDERALLY REQUIRED CLAUSES AND REQUIREMENTS

Contractor (bidder) is responsible for ensuring its compliance with all applicable Federal requirements. Additionally, Contractor is responsible for ensuring that subcontractors, at as many tiers of the Project as required, perform in accordance with the terms, conditions and specifications of the contract, including all applicable Federal requirements. Upon request of the City of Fayetteville or the Federal government, Contractor shall provide evidence of the steps it has taken to ensure its compliance with the Federal requirements, as well as evidence of the steps it has taken to ensure subcontractor performance, and/or submit evidence of subcontractor's compliance, at all tiers.

AMERICANS WITH DISABILITIES ACT (ADA)

Americans with Disabilities Act (ADA). The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 *et seq.*; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and any implementing requirements the Federal Government. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

PRIVACY ACT

5 U.S.C. 552

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance.

**APPENDIX B-DAVIS-BACON ACT CONTRACT
PROVISIONS AND WAGE DETERMINATION**

"General Decision Number: NC20200081 01/03/2020

Superseded General Decision Number: NC20190081

State: North Carolina

Construction Type: Heavy

Counties: Cumberland and Hoke Counties in North Carolina.

HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number 0 Publication Date 01/03/2020

SUNC2011-062 08/26/2011

	Rates	Fringes
CARPENTER, Includes Form Work.	\$ 13.98	0.69
ELECTRICIAN.	\$ 15.41	3.13
LABORER: Common or General.	\$ 9.21	0.00
LABORER: Pipelayer.	\$ 12.87	2.21
OPERATOR: Backhoe/Excavator/Trackhoe.	\$ 14.71	0.00
OPERATOR: Bulldozer.	\$ 14.63	0.00

OPERATOR: Loader.....	\$ 15.13	2.79
TRUCK DRIVER.....	\$ 13.12	1.89

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division Letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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" END OF GENERAL DECISION